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Vol 94 Page 24116

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE		a. Record No. (1-2) 70	b. Region (3-4) 06	c. Forest (5-6) 01
TERM SPECIAL USE PERMIT FOR RECREATION RESIDENCE		d. District (7-8) 02	e. User No. (9-12) 5471	f. Kind of Use (13-15) 123
Act of March 4, 1915, as amended July 28, 1956 (Ref. FSM 2720)		g. State (16-17) 41	h. County (18-20) 035	k. Card No. (21) 1

Harold D. and Virginia C. McKay of P.O. Box 1285 Roseburg, Oregon 97470  
(Name) (Husband and Wife) (Post Office Address and Zip Code)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construction and maintenance of a recreation residence for personal recreational use on the

Deschutes National Forest, subject to the provisions of this permit including items 22 through 33, on page(s) 3 through 4.

This permit covers 0.43 acres.

Described as: (1) Lot 31 of the Tract SH-1 Crescent Lake Recreation Unit tract, (A plat of which is on file in the office of the Forest Supervisor.)  
(2) XBRX as shown on the attached map.

(Legal Description)

The following improvements are authorized in addition to the residence structure:

Pumphouse

Construction or occupancy under this permit shall begin within immediately and construction shall be completed within 15 months. This use shall be exercised at least 15 days each year, unless otherwise authorized in writing. It shall not be used as a full time residence to the exclusion of a home elsewhere.

For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of C.Y. 1975 Fee Paid Dollars (\$ 350.00 ) from January 1 19 75, to December 31, 1975, and thereafter annually on January 1, Three hundred fifty and no/100 Dollars (\$ 350.00); provided, however, charges for this use shall be reviewed and if necessary adjusted as of and effective on January 1, 1977 and thereafter at the beginning of each 5-year period from that date, in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

A service charge in addition to the regular fees may be made for failure to meet the fee payment due date. The service charge shall be one percent per month of the fee from the date statements and fees were due or \$ 15.00, whichever is greater. If the due date falls on a non-workday, the service charge will not apply until the end of the next workday. This permit may be terminated for non-payment of fees and assessed service charges.

This permit is accepted subject to all of its terms and conditions:

ACCEPTED	PERMITTEE'S NAME & SIGNATURE <u>Harold D. McKay</u>	DATE <u>3-5-75</u>
APPROVED	ISSUING OFFICER'S NAME & SIGNATURE <u>Virginia C. McKay</u>	TITLE <u>Acting Forest Supervisor</u>

(OVER)

3/4/75

2700-15 (11/72)

1. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved by the Forest Service in the form of a new permit or permit amendment. Additional improvements requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mail boxes, newspaper boxes, boat houses, docks, pipelines, and television antennas.

2. Development plans, layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required) or other qualified individual acceptable to the issuing officer. Such plans must be approved in advance by the Forest Supervisor.

3. No soil, trees or other vegetation may be removed from the permitted area without first obtaining permission from the Forest Service. All timber cut, destroyed, or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

5. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

6. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

7. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

8. Avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural phenomena in the forest present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and after securing permission from the Forest Service, to remove such hazards.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. Personal recreation use is defined as non-commercial use by the permittee, members of his immediate family, and guests.

11. The permittee shall protect the scenic and esthetic values of the area under permit and the adjacent land as far as possible consistent with the authorized use during construction, maintenance, and use of improvements thereon.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation.

But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by a permit to him if in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. This permit is subject to all valid claims.

14. This permit may be terminated upon breach of any of the conditions herein by the issuing officer provided the permittee shall have had a reasonable time-not to exceed ninety (90) days-within which to show cause why such termination should not be made.

15. Except as provided in Clause 16 below, upon abandonment, termination, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: provided, that if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20-211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further, That upon the payment to the permittee of 75 percent of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee may sublease the use of improvements covered under this permit; provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

18. This permit is for lot occupancy and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom.

20. In case of change of address, the permittee shall immediately notify the Forest Supervisor.

21. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

22. This permit is issued for the period ending December 31, 1989, with the provision that it will be extended for a period of 10 years from that date if the permittee is not notified to the contrary prior to December 31, 1979.

Any permit for the above-described lot issued to any subsequent owner of the improvements thereon will cover the same period as this permit unless otherwise mutually agreed upon.

23. Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof, be cause for termination of this permit.
24. No animals or fowl, other than household pets, shall be kept upon the premises.
25. The damaging of trees and shrubbery is prohibited. Trees may not be hacked, cut, or damaged in any manner, nor may signs, wires, or other materials be nailed to trees.
26. No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.
- Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.
27. All chimneys, fireplaces, and vents shall be installed as required by the Uniform Building Code, Volume I, Chapter 37, and Volume II, Chapter 9.
28. All heat-producing appliances shall be installed and connected as required by the Uniform Building Code, Volume II, Chapter 5.
29. Open fireplaces shall be equipped with spark screens.
30. The roof shall be kept reasonably clear of leaves, twigs, and other debris.
31. No fireworks shall be stored or used on the land covered by this permit or in the structures thereon.
32. Any lands described in this permit which have been withdrawn for waterpower purposes under the Act of March 3, 1879, or Act of June 25, 1910 (or are embraced in an application or license under the Federal Power Act of June 10, 1920), or have been withdrawn

24119

under the Reclamation Act of June 17, 1902, are subject at any time to use in connection with the development of waterpower, or for reclamation purposes.

This permit, therefore, is issued with the specific understanding that (1) its use shall not interfere with such waterpower or reclamation development, and that (2) the permit may be, if necessary, terminated upon ninety (90) days notice when in the judgment of the Federal Power Commission, or the Bureau of Reclamation in the event of reclamation withdrawals, the lands occupied are needed for use in connection with the generation of hydroelectric power, reclamation developments, or other purposes contemplated by the Act or Acts under which the lands have been withdrawn.

No claim shall be made against the United States or power licensees for or on account of prospective profits or for any injury or damage to properties, improvements, or operations due to such development. The permittee will be allowed ninety (90) days in which to remove his improvements.

33. This permit supersedes the special use permit issued to Robert E. and Emily F. Lynde on April 29, 1970, and signed by Dale G. Gallagher.

STATE OF OREGON,

County of DOUGLAS

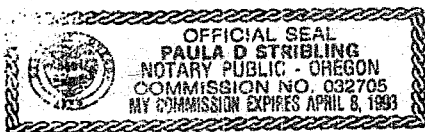
ss.

FORM No. 22—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 3 day of AUGUST, 1994, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named HAROLD D. MCKAY and VIRGINIA C MCKAY

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Paula D Stirling  
Notary Public for Oregon  
My commission expires 4-8-94



U.S. DEPT. OF AGRICULTURE  
FOREST SERVICE  
DESCHUTES NATIONAL FOREST  
NORTH PARKER PLACED

DATE 10-10-50  
OFFICE OF THE DIRECTOR, FBI, WASH. D.C.  
TO: SAC, NEW YORK (100-100000)  
FROM: SAC, NEW YORK (100-100000)  
SUBJECT: [Illegible]

Filed for record at request of Aspen Title Co the 4th day  
of Aug A.D., 19 94 at 3:34 o'clock P M., and duly recorded in Vol. M94,  
of \_\_\_\_\_ of Deeds on Page 24116.

By Douglas H. Needles

Return: Aspen Title Co