

Randy Adkins

Returned at Counter

2023-008094

Klamath County, Oregon



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09/15/2023 01:21:48 PM

Fee: \$187.00

Auth ID: BLY109  
Contact Name: ADKINS, RANDY AND MICHELE  
Use Code: 753

FS-2700-9j (09/2020)  
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

PRIVATE ROAD EASEMENT

AUTHORITY:

Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772

This private road easement (hereinafter "easement"), dated 8/29/2023 is granted by the United States acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to ADKINS, RANDY AND MICHELE, a resident of the State of Oregon (hereinafter "grantee"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

The grantor, in consideration of an annual land use fee paid by the grantee, grants to the grantee and its successors and assignees, subject to existing easements and other valid existing rights, a non-exclusive right-of-way for use of a private road (hereinafter "private road") to access private property owned by the grantee. This easement includes the installation of a metal gate (with four reflectors) and associated fencing.

This easement is located on National Forest System (NFS) lands in the County of Klamath, State of Oregon. This easement is 30 feet wide and 1039.29 feet long and covers approximately .70 acres in the Sec. 35, T. 37 S., R. 15 E., WILLAMETTE MERIDIAN, ("the easement area"), as shown on the map attached as an appendix. This and any other appendices are hereby incorporated into this easement.

The private road is more specifically delineated in a centerline description, which is attached as an appendix.

This easement covers 15 feet on either side of the centerline of the private road, with additional width as required to accommodate and protect cuts and fills.

**I. GENERAL TERMS**

**A. AUTHORITY.** This easement is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

**C. TERM.** This easement shall expire at midnight on 12/31/2043. Expiration of this easement shall not require notice, a decision document, or any environmental analysis or other documentation.

**D. CONTINUATION OF USE AND OCCUPANCY.** The use authorized by this easement shall be renewed upon expiration, provided that (1) the grantee desires to renew the use and occupancy; (2) use and occupancy are consistent with the standards and guidelines in the applicable land management plan; (3) the private road is still being used for the purposes authorized by this easement; and (4) the grantee is in compliance with all the terms of this easement. The authorized officer may prescribe new terms when a new easement is issued.

**E. AMENDMENT**

This easement may be amended at any time by written agreement of the grantor and the grantee.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. RESERVATIONS.** All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.

2. The right to administer and dispose of all natural resources, including timber, in the easement area.

3. The right to use or cross upon, over, or under the private road and authorize others to use or cross upon, over, or under the private road in any way that is not inconsistent with the grantee's rights and privileges under this easement, after consultation with all parties involved, provided that:

(a) When the grantor uses the private road for commercial hauling, other than removal of timber cut during construction or maintenance of the private road or other occasional incidental use, the grantor shall pay or perform its pro-rata share of maintenance and construction costs of the private road; and

(b) The grantor shall require users to pay the grantee or perform their pro-rata share of the current replacement cost of the private road, less depreciation, to reconstruct the private road as necessary to accommodate their use and perform road maintenance commensurate with their use.

**H. ASSIGNABILITY.** This easement is fully assignable, subject to the following conditions:

1. The assignee must have title to the private land or improvements served by the private road.

2. The grantee must be in compliance with all the terms of this easement.
3. The grantee shall give the authorized officer written notice of the assignment, including documentation of the assignment and the name of and contact information for the assignee.
4. The authorized officer may modify the terms of this easement and the assignee shall agree in writing to comply with the terms of the easement as modified.

## **II. IMPROVEMENTS**

**A. LIMITATIONS ON USE.** Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

**B. DRAWINGS.** All drawings for construction or reconstruction of the private road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

**C. RELOCATION.** This easement is granted with the express understanding that should future location of federally owned improvements or road rights-of-way require relocation of the private road, the relocation will be conducted by and at the expense of the grantee within a reasonable period specified by the authorized officer. If any subsequent survey of the private road shows that any portion of the road crosses NFS lands that are not covered by this easement, this easement shall be amended to include the additional NFS lands traversed by the road. If any lands covered by this easement are no longer traversed by the private road, the portion of the easement traversing those lands shall terminate.

## **III. OPERATIONS**

**A. RESOURCE PROTECTION DURING ROAD MAINTENANCE.** The grantee shall conduct any maintenance of the private road so as to avoid damaging adjacent NFS lands. The grantee shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

**B. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION.** This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization

standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

### **C. PESTICIDE USE**

1. **Authorized Officer Concurrence.** Pesticides may not be used in the easement area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on NFS lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the grantee shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. **Safety Plan.** Before applying pesticides in the easement area, the grantee shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the easement; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. **Reporting.** By September 30th annually, the grantee shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

**D. MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the grantee's operations and reserves the right to inspect the easement area and authorized facilities and improvements at any time for compliance with the terms of this easement. The grantee shall comply with inspection requirements deemed

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appropriate by the authorized officer. The grantee's obligations under this easement are not contingent upon any duty of the Forest Service to inspect the easement area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this easement.

#### **IV. RIGHTS AND LIABILITIES**

**A. VALID EXISTING RIGHTS.** This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

**B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

**C. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES.** This easement authorizes the use and occupancy of NFS lands for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

**D. RISK OF LOSS.** The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

**E. DAMAGE TO UNITED STATES PROPERTY.** The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to NFS lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

#### **F. ENVIRONMENTAL PROTECTION**

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

**G. INDEMNIFICATION OF THE UNITED STATES.** The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, or contractors in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

**V. LAND USE FEE AND DEBT COLLECTION**

**A. LAND USE FEE.** Per 42 U.S.C. 15925, the grantee shall pay in advance an annual land use fee as determined in accordance with the Per Acre Rent Schedule established by 43 CFR 2806.20. The initial annual land use fee shall be prorated if less than 6 months in the calendar year remain on the date this easement is issued. Otherwise, the grantee shall pay the entire initial annual land use fee.

**B. LAND USE FEE PAYMENTS**

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Land Use Fees.** Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. **Late Payments**

(a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any land use fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the land use fee is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this easement shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

- (a) Administrative offset of payments due the grantee from the grantor.
- (b) If in excess of 90 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the grantee, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

#### **VI. REVOCATION, SUSPENSION, AND TERMINATION**

**A. GROUNDS FOR REVOCATION AND SUSPENSION**. The authorized officer may revoke or suspend all or part of this easement:

- 1. For noncompliance with applicable federal, state, or local laws and regulations;
- 2. For noncompliance with the terms of this easement; or
- 3. For abandonment of the easement. Failure of the grantee to use the easement area for a continuous 5-year period shall constitute a rebuttable presumption of abandonment of the easement.

**B. PREREQUISITES FOR REVOCATION AND SUSPENSION**. Except for immediate suspension under clause VI.B, the authorized officer may not revoke or suspend this easement unless:

- 1. The authorized officer has given the grantee written notice of the grounds for revocation or suspension and, in the case of revocation or suspension under clause VI.A.1 or VI.A.2, a reasonable period, not to exceed 90 days, to cure any noncompliance; and
- 2. After an administrative appeal conducted pursuant to 7 CFR Part 1, Subpart H, as amended, the authorized officer makes a finding that grounds for revocation or suspension exist and that revocation or suspension is justified.

**C. IMMEDIATE SUSPENSION**. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.



**D. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation and suspension of this easement, including immediate suspension under clause VI.C, are subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

**E. TERMINATION.** This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located within 90 days of the date this easement is granted;
2. Upon expiration;
3. Prior to expiration, at such time when the authorized officer, in consultation with the grantee, determines the private road is no longer needed for access to the grantee's lands;
4. All or in part, upon the written agreement of the grantor and the grantee;
5. If the grantee fails to pay land use fees, interest, or any other charges within 90 calendar days of the due date; the grantee shall remain responsible for the delinquent charges;
6. If a subsequent easement is granted by the United States to a public road authority for operation of the private road as a public highway; or
7. If the grantor assumes jurisdiction over the private road, in which case the grantor shall issue a forest road easement to the grantee for the road using the appropriate standard Forest Service form, provided the grantee is in compliance with all the terms of this easement and the private road is still needed for access to the grantee's lands.

**F. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW EASEMENT.** Upon revocation of this easement or termination of this easement without issuance of a new easement, the authorized officer, after consultation with other affected agencies, has the discretion to require the grantee to sell or remove all structures and improvements in the easement area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the easement area to the satisfaction of the authorized officer. If the grantee fails to sell or remove all structures or improvements in the easement area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the grantee

shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the easement area.

**G. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.**

Notwithstanding the termination or revocation of this easement, its terms shall remain in effect and shall be binding on the grantee and the grantee's personal representative, successors, and assignees until all the grantee's obligations and liabilities accruing before or as a result of termination or revocation of this easement have been satisfied.

**VII. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The grantor and the grantee shall keep each other informed of current mailing addresses, including those necessary for payment of land use fees.

**C. SUPERSEDED AUTHORIZATION.** This permit supersedes a special use authorization designated ADKINS, RANDY AND MICHELE, BLY73, dated 07/09/2021.

**D. SUPERIOR CLAUSES.** If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.**

**BEFORE THIS EASEMENT IS GRANTED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS EASEMENT.**

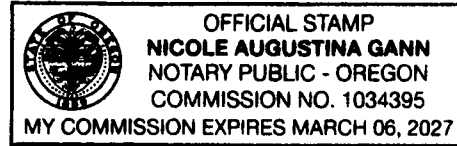
On 8/24/23, I, the grantee, have read, understood, and accepted the terms of this easement.

Randy and Michele Adkins  
Randy and Michele Adkins

8/24/2023  
DATE

STATE OF Oregon  
Lake COUNTY

On 8/24/23, before me, a notary public in the State of Oregon, personally appeared Randy and Michele Adkins, known to me to be the person who signed this easement as the grantee.



Nicole L  
Notary Public for the State of Oregon  
My commission expires March 6, 2027

On 28 Aug 23, the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM.2733.04a and 2733.04b, paragraph 1.

UNITED STATES OF AMERICA

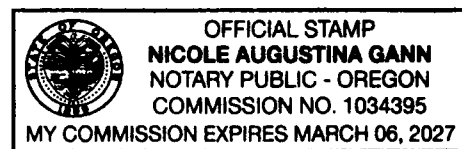
Erik Fey  
Forest Supervisor  
Fremont-Winema National Forest  
USDA Forest Service

28 Aug 23  
DATE

STATE OF Oregon  
Lake COUNTY

On August 29, 2023, before me, a notary public in the State of Oregon, personally appeared Erik Fey, known to me to be the person who signed this easement as the grantor.

Nicole L  
Notary Public for the State of Oregon  
My commission expires March 6, 2027



According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

# **Appendix A**

## **“Map Exhibits”**

# EXHIBIT "A"

## PRIVATE ROAD EASEMENT

SITUATED IN THE NE 1/4 OF SECTION 35, T37S, R15E W.M.  
KLAMATH COUNTY, OREGON



SCALE: 1" = 400'

### NOTES:

1. BASIS OF BEARING IS GRID NORTH OF OREGON COORDINATE REFERENCE SYSTEM (OCRS) BEND-KLAMATH FALLS ZONE.
2. RIGHT OF WAY IS 30 FEET WIDE, 15 FEET ON EITHER SIDE OF THE COURSES DESCRIBED BELOW. LENGTH IS 1039.29' MORE OR LESS.
3. EASEMENT CONTAINS 30141 SQ. FT. OR 0.69 ACRES MORE OR LESS

### EASEMENT CENTERLINE COURSES

- 1) S36°56'26"W 115.53'
- 2) S01°15'33"E 214.27'
- 3) S61°46'38"E 221.98'
- 4) S41°39'30"E 288.82'
- 5) CURVE TO THE RIGHT: RADIUS=60.00'  
LENGTH=150.34' DELTA= 143°33'40"  
LONG CHORD= S30°07'20"W 113.98'
- 6) N78°05'50"W 48.35'

### LEGEND:

- BRASS CAP MONUMENT FOUND PER CS #1324
- CALCULATED POINT - NOT TIED
- GATE POST

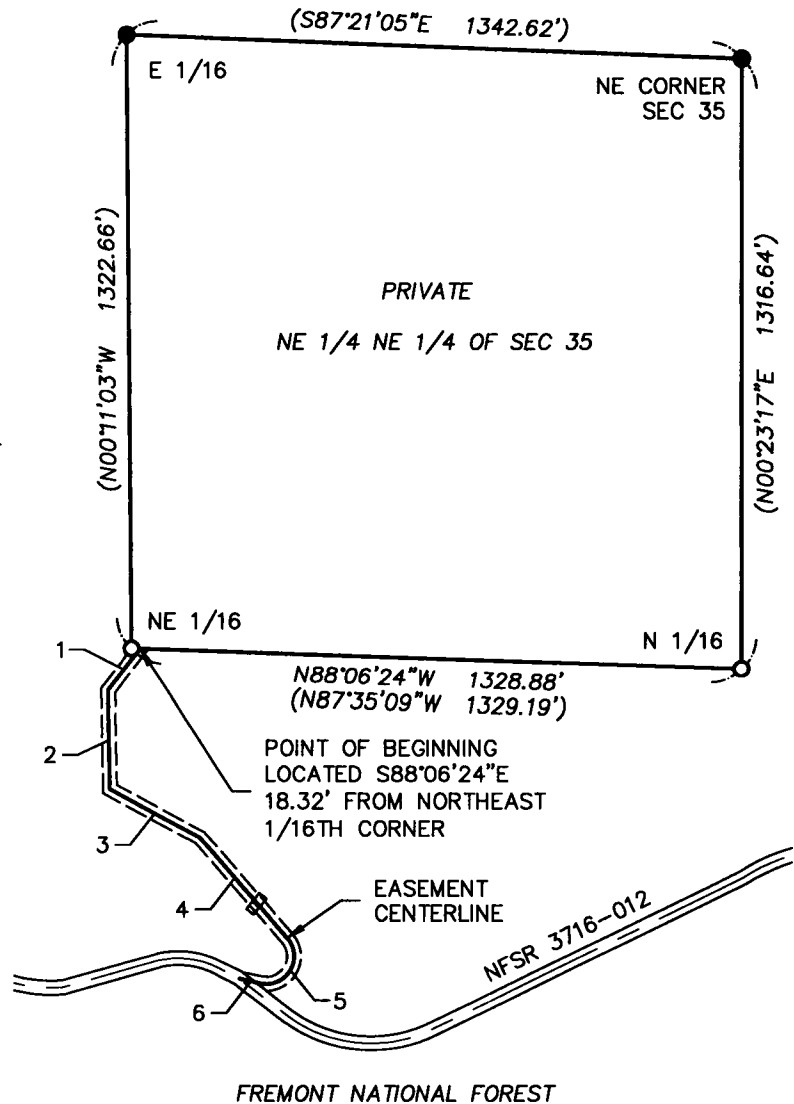
(XXX) RECORD DATA PER CS #1324

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Keith R. Rhine*

OREGON  
JULY 11, 2000  
**KEITH R. RHINE**  
**58985**

RENEWAL DATE: 12-31-22



**R-C**  
RHINE-CROSS  
GROUP

**RHINE-CROSS GROUP LLC**  
ENGINEERING - SURVEYING - PLANNING  
112 N 5th ST - SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601

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# MAP OF FLPMA PRIVATE ROAD EASEMENT

LOCATED WITHIN THE NE 1/4 OF SECTION 35, T37S, R15E, W.M.  
KLAMATH COUNTY, OREGON

## NOTES:

1. BASIS OF BEARING IS GRID NORTH OF OREGON COORDINATE REFERENCE SYSTEM (OGRS) BEND-KLAMATH FALLS ZONE.
2. RIGHT OF WAY IS 30 FEET WIDE, 15 FEET ON EITHER SIDE OF THE COURSES DESCRIBED BELOW. LENGTH IS 1039.29' MORE OR LESS.
3. EASEMENT CONTAINS 30141 SQ. FT. OR 0.69 ACRES MORE OR LESS

## EASEMENT CENTERLINE COURSES

- 1) S36°56'26"W 115.53'
- 2) S01°15'33"E 214.27'
- 3) S61°46'38"E 221.98'
- 4) S41°39'30"E 288.82'
- 5) CURVE TO THE RIGHT: RADIUS=60.00'  
LENGTH=150.34' DELTA= 143°33'40"  
LONG CHORD= S30°07'20"W 113.98'
- 6) N78°05'50"W 48.35'

## LEGEND:

- BRASS CAP MONUMENT FOUND PER CS #1324
- CALCULATED POINT - NOT TIED
- GATE POST

(XXX) RECORD DATA PER CS #1324

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

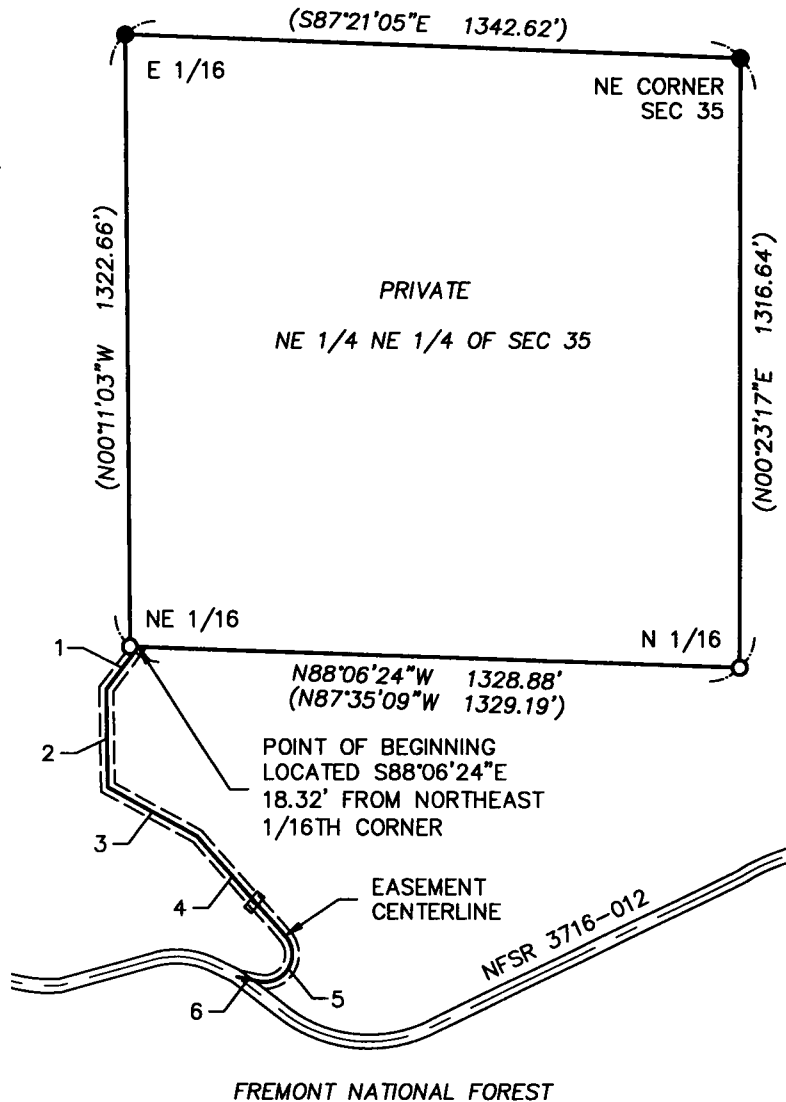
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EXHIBIT A

SCALE: 1" = 400'



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ROAD EASEMENT  
SECTION 35, T37S, R15E, W.M.  
KLAMATH COUNTY, OR

GRANTEE: RANDY ADKINS  
MICHELE ADKINS  
1610 HIGH ST SE  
SALEM, OR 97302

RIGHT-OF-WAY GRANT

USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION

FREMONT-WINEMA  
NATIONAL FOREST

SURVEYED BY: KEITH R. RHINE  
CALVIN O BAKER

DATE: 11/01/22

DRAWN BY: CALVIN O BAKER

DATE: 11/30/22

REVIEWED BY: FOREST LAND SURVEYOR

DATE: \_\_\_\_\_

APPROVED BY: FOREST ENGINEER

DATE: \_\_\_\_\_

GRANTEE: RANDY AND MICHELE ADKINS

## EXHIBIT "B"

A strip of land 30 feet wide along an improved road more or less, being 1039.29 feet in length. Situated in the NE 1/4 of Section 35, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. Said strip of land being 30 feet wide, 15 feet on either side of the following described centerline:

Commencing at the NE 1/16th Corner of Section 35, said corner being North 88°06'24" West, 1328.88' from the N 1/16th Corner of Section 35; thence South 88°06'24" East, 18.32 feet to the TRUE POINT OF BEGINNING; thence along said centerline the following courses:

South 36°56'26" West, 115.53 feet;

Thence South 01°15'33" East, 214.27 feet;

Thence South 61°46'38" East, 221.98 feet;

Thence South 41°39'30" East, 288.82 feet;

Thence along a 60.00 foot radius curve to the right, through a central angle of 143°33'40" and an arc distance of 150.34 feet (the long chord of which bears South 30°07'20" West, 113.98 feet);

Thence North 78°05'50" West, 48.35 feet terminating at the existing National Forest Service Road 3716-012.

Basis of Bearing is grid north of the Oregon Coordinate Reference System (OCRS) Bend-Klamath Falls Zone.

Containing 30141 square feet or 0.69 acres, more or less.



## **Appendix B**

### **PROJECT DESIGN CRITERIA**

The following project design criteria (operating requirements) are incorporated into the project. The design criteria apply to holder and/or others performing work on holder's behalf.

#### **General Requirements**

Prior to any work on the private road, Holder, and Forest Service (FS) staff will conduct a pre work meeting to discuss any applicable project specifics and sensitive areas. Additional coordination meetings between the FS and Holder will be scheduled as needed. Prior to installation holder will review all project requirements with others performing work on his behalf.

Construction equipment should stay within the limitations of the new road prism and will not extend beyond the 30 foot right of way. Provide and maintain for proper drainage as soils are identified as having a high erosion hazard. Limit construction to times when site conditions are dry and conducive to resulting in minimal disturbance, primarily rutting and displacement.

Equipment and vehicles will have and use spill kits with sufficient material to absorb any fuel spills from any motorized vehicles. Report all spills as soon as practicable to the Forest Service Permit Administrator.

Fueling of equipment will occur 500' away from water sources.

#### **Wildlife**

Should any listed endangered, threatened, MIS, or sensitive species, be found during project activities within, adjacent, or near enough to the project that activities could be a disturbance; activities shall be halted until their affects can be assessed. The wildlife biologist will be contacted and the project leader will take appropriate immediate action to ensure species are protected.

If a new bald eagle nesting or roosting area is found during project activities, activities shall be halted and a wildlife biologist consulted before resuming activities. In case of a new nest or roost, a timing restriction would be put into place within .25 miles for visual and noise disturbing activities (January 15 – August 31).

Restrict disturbance activities from within 0.25 miles of any known or newly discovered goshawk nests from March 1 – August 31. This condition may be waived in a particular year if nesting or reproductive success surveys reveal goshawks are non-nesting or no young are present that year.

Restrict disturbance activities within 300 yards of any discovered raptor nests from March 15 – August 15. This condition may be waived in a particular year if nesting or reproductive success surveys reveal the species is non-nesting or no young are present that year.

Restrict activities within fawning and calving habitats to protect fawns and calves from disturbance May 15 to June 30. In general, fawning and calving occur in Riparian Habitat Conservation Areas, but if evidence of fawning and calving is seen in other habitats during activities, the same timing restrictions would apply.

Project design criteria in the Forest BA will be followed if denning wolves are discovered within one mile of the project area.

#### **Invasive Plant Species Prevention**

Implement the standard Fremont-Winema National Forest's Invasive Species Prevention Practices: ensure all equipment used for this project is free of plant material or soil debris that may contain invasive species. Holder will comply (and provide written statements of compliance) with the following Prevention Standards from the USDA Forest Service 2005 Regional Invasive Plant Environmental Impact Statement Record of Decision:

Standard 2: Actions conducted or authorized by written permit by the Forest Service that will operate outside the limits of the road prism (including public works and service contracts), require the cleaning of all equipment and vehicles prior to entering National Forest System land for all projects, and before leaving the project site when operating in areas where invasive plant seed or vegetative propagules (root fragments) is likely and a concern.

Standard 7: "Use only gravel, fill, sand, and rock that is judged to be weed free by District or Forest weed specialists." If fill material is being brought in from an outside source for this project, the source must be identified and inspected before use by Forest Service Weed Personnel.

Standard 13: Native plant materials are the first choice in revegetation for restoration and rehabilitation where timely natural regeneration of the native plant community is not likely to occur. Non-native, non-invasive plant species may be used in any of the following situations: 1.) when needed in emergency conditions to protect basic resource values (e.g., soil stability, water quality and to help prevent the establishment of invasive species), 2.) as an interim, non-persistence measure designed to aid in the re-establishment of native plants, 3.) if native plant material is not available, or 4.) in permanently altered plant communities. Under no circumstances will non-native invasive plant species be used for revegetation.

Holder will provide written certification of vehicle and equipment cleaning (location and date) and may be responsible for the abatement of invasive plants in the permit area, per Forest Service instructions.

### **Vegetation**

Holder may cut limbs off trees along the following National Forest System roads: 3716; 3716-012. Holder will not place cut limbs in roadways, ditches, or near culverts or waterways.

Holder will limit vegetation disturbance.

Trees that pose a danger to private road users may be cut and layed perpendicular to roadway.

All areas with the potential for flowing water (streams, culverts, ditches) should be kept free of slash, logs, and debris from tree cutting and pruning operations. No slash or logs will be placed within 25 feet of the high mark of streams or other bodies of water.

Trees removed may have limbs attached. Tree boles should be in complete contact with the ground, whenever possible, and left intact rather than bucked.

All stumps from vegetation treatments cut to within 6 inches of the ground; or stumps are cut flush with the ground.

### **Heritage**

Holder will stop work immediately and notify Forest Service permit administrator within 24 hours if any cultural or historic features are uncovered. If any cultural resources are found, the areas containing them will be flagged and avoided.

### **Roads**

The following guidelines shall be used by the holder to determine when action such as construction, maintenance, dust abatement, suspension of use, or other measures are to be taken to avoid resultant damage to roads and adjacent resources, and to provide for user safety.

The following are examples of roadway and structure damage of which the holder will avoid and may be held liable if holder's use causes roadway or structure damage:

Driving crawler or lug equipment upon or leaving tractor marks on any bridge or other structure including asphalt, concrete, wood, or metal surfaces.

- A. Any bending or breaking damage to bridge rails, guardrails, culverts, signs, signposts, markers, cattleguards, or other structures.
- B. Operations that result in a change in the support value or safety of a roadway not correctable by normal maintenance activities such as:
  - 1) Allowing soil, mud, debris, or oversized rocks to be incorporated into or onto the roadway, which may affect drainage, normal maintenance activities, or the strength of the surface structure.
  - 2) Allowing the alteration of drainage which may result in the unacceptable loss of surface rock, a change in the character of the ditch line, or concentrations of water which may erode slopes or saturate the subgrade.
  - 3) Allowing aggregate to be plowed off of the roadway during normal blading or snow removal operations.

- 4) Allowing loss of fines from the road surface (dusting) to occur which may affect safety or reduce the strength and stability of the road surface
- 5) Allowing the cut slope to be undercut during blading operations which may affect the stability of the slope.
- 6) Allowing rutting of unsurfaced roads from traffic which may result in increased erosion and the need for increased road maintenance work.

#### **Fire Prevention and Control**

In conducting activities adhere to the attached *Fire Prevention and Suppression Plan*.

All project activities must comply with restrictions and prohibitions under the Industrial Fire Precaution Level (IFPL) and any other public use restrictions specified by the Forest Service to prevent and minimize the start and spread of fire. IFPL levels and corresponding restrictions and prohibitions are attached.

When approved in advance by the Paisley District Ranger, an Interagency IFPL Waiver granting permission to use otherwise prohibited equipment or engage in otherwise prohibited activity may be implemented when the criteria specified in the waiver are met and mitigation measures are in place.

Information on current IFPL and restrictions may be obtained by calling the Lakeview Interagency Fire Center (LIFC) at 541-947-6259 or online at <http://scofmp.org/ifpls.shtml>.

#### **FIRE PREVENTION AND SUPPRESSION PLAN**

**Purpose:** The purpose of this fire prevention and suppression plan (plan) is to specify holder's responsibilities for prevention and suppression of fires in connection with road activities in the permit area. The project permit area includes all work areas associated with fiber line installation activities and all roads used for access.

**Objectives:** Provide a strategy for preventing fires and facilitating action to extinguish any wildfires that occur in connection with holder's activities in the permit area. This plan requires holder's commitments regarding fire protection equipment, fire monitoring efforts, and personnel during high fire risk periods.

Establish protocols and lines of communication for reporting fires that occur as a result of activities or wildfires that are observed outside the permit area.

**Prevention and Mitigation Measures:** Holder shall take reasonable measures in connection with the activities and projects in the permit area to prevent and minimize the start and spread of fire. At a minimum, these measures shall include:

Establishing communications with appropriate Forest Service personnel who can provide fire protection and prevention information.

Ensuring that all pick up sized vehicles used in the permit area carry a fire extinguisher of at least a 5-pound B/C rating one round pointed shovel (0 or larger) and one (1) Pulaski or Axe. Bucket trucks and brush mower/mulcher shall carry at least two (2) 10-pound fire extinguishers and at least one (1) shovel, and (1) pulaski or axe.

Ensuring that holder establish a plan for contacting emergency responders and Forest Service personnel in the fastest manner possible when working in the permit area and have emergency contact information and the emergency contact plan at the work site.

Complying with the current Industrial Fire Precaution Level (IFPL) and any other public use restrictions (PUR's) specified by the Forest Service to prevent and minimize the start and spread of fire.

**Responsibilities: Holder shall:**

Conduct regular inspections during fire season of tools, equipment, and first aid kits.

Before conducting activities and projects in the permit area, holder will obtain from the Forest Service current protocols and contact information for reporting fires to local, state, and federal authorities.

Report all wildfires to the appropriate federal, state, or local fire control authorities.

Before conducting activities and projects in the permit area, ensure that holder obtain information from the local Forest Service Lakeview Interagency Dispatch Center (LIFC) regarding potential fire hazard conditions or changes in prevention methods. This information includes but is not limited to the current IFPL, any PURs, and the presence of active wildfires in the vicinity.

Before commencing an activity or project in the permit area, ensure that holder contacts the Forest Service LIFC dispatch office to determine whether any additional restrictions apply to the part of the permit area where the activity or project will be conducted.

The Forest Service may adjust the additional restrictions for local weather conditions in the permit area.

Comply with all federal, state, and local laws, ordinances, and regulations that pertain to the prevention, pre-suppression, and suppression of fires.

Immediately report all uncontrolled fires inside the permit area or wildfires observed outside the permit area, regardless of the source, to the LIFC fire dispatch office at (541) 947-6315 or to 911.

**Catalytic Converters:** Vehicles equipped with a catalytic converter are a potential fire hazard and must be parked in areas cleared of vegetation.

**Equipment Parking and Storage Areas:** Equipment parking areas and small stationary engine sites in the permit area must be cleared of all extraneous flammable materials. Temporary gas and oil storage sites in the permit area must be cleared of extraneous flammable material.

**Power Saws:** All gasoline-powered saws used in the permit area must have approved spark arresters or mufflers, which must be in good operating condition. Gasoline-powered chain saws used in the permit area must be maintained in good condition.

Chain saws used in the permit area and the operation of chain saws in the permit area must comply with the following requirements:

- (1) Arresters or mufflers must contain a 0.023-inch mesh, stainless steel screen.
- (2) Chainsaw operators must have a fire extinguisher or water backpack and shovel with them.
- (3) Power saws must be moved at least 10 feet from the place of fueling or refueling

- before they are started.
- (4) All gas must be carried in metal safety cans or OSHA-approved containers.

**Warning Devices:** Torches, fuses, highway flares, and other devices with open flames may not be used in the permit area. Holder may use only electric or battery-operated warning devices in the permit area.

**Smoking:** Public Use Restrictions regarding campfires; smoking; etc. in the permit area must be observed.

**Refueling and Refueling Areas:**

All fuel trucks must be equipped with a 35-pound minimum CO2 fire extinguisher.

Fuel storage areas are not authorized.

Only Forest Service-approved or OSHA-approved and properly maintained containers may be used to store or transport fuel and other flammable liquids.

**All Vehicles:** All trucks, heavy equipment, pickup trucks, and personnel vehicles used by holder must be equipped with (in each vehicle or piece of equipment):

Ensuring that all pick up sized vehicles used in the permit area carry a fire extinguisher of at least a 5-pound B/C rating one round pointed shovel (0 or larger) and one (1) Pulaski or Axe. Bucket trucks shall carry at least two (2) 10-pound fire extinguishers and at least one (1) shovel, and (1) pulaski or axe.

**For information about current IFPL:** visit

<http://scofmp.org/ifpls.shtml>

**Recorded message of Fire Restrictions and IFPL:**

call 541-947-6259

**To report a fire:** call 911 or (541) 947-6315

## Industrial Fire Precaution Levels (IFPL)

**Closed Season** - Fire precaution requirements are in effect. A one-hour Fire Watch/Security is required at this and all higher levels unless otherwise waived.

**Partial Hootowl** - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

- power saws except at loading sites;
- cable yarding;
- blasting;
- welding or cutting of metal.

**Partial Shutdown** - the following are prohibited except as indicated:

- cable yarding - except that gravity operated logging systems employing nonmotorized carriages may operate between 8 p.m. and 1 p.m. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers.
- power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted to operate between the hours of 8 p.m. and 1 p.m. local time:

- Tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders, or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;
- mechanized loading or hauling of any product or material; blasting;
- welding or cutting of metal
- any other spark emitting operation not specifically mentioned.

**General Shutdown** - All operations are prohibited.

**NOTE:** Where hauling involves transit through more than one shutdown/regulation use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the industrial precaution level system.