

Authorization ID: **ZIG 8055**
Contact ID: **Leisure**
Expiration Date: 12/31/2008
Use Code: 123

FS-2700-5a (8/99)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
TERM SPECIAL USE PERMIT
For Recreation Residences
AUTHORITY:
OCCUPANCY PERMITS, AS AMENDED March 4, 1915

John and Joy Leisure.
of 12345 Happy Road - Portland, OR 97001,

(hereafter called the holder) is hereby authorized to use National Forest lands, for a recreation residence for personal recreational use on the Mt. Hood National Forest, subject to the provisions of this permit including items I.A through XI.J, on page(s) 1 through 8. This permit covers approximately .25 acres.

Described as: (1) Road 30 Lot 22 of the Camp Creek Tract

Zigzag Valley Recreation **Sub-Unit Lot 125.**

(A plat of which is on file in the office of the Forest Supervisor.)

OR

(2) Sec. 13B, T.3S., R.7E., W.M. as shown on the attached map.

Tax Lot # 100B3 77890 E. Forest Service Road 30 .
5-digit address

The following improvements, whether on or off the lot, are authorized in addition to the residence structure:

WOODSHED

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.

THIS PERMIT IS NOT TRANSFERABLE.
PURCHASERS OF IMPROVEMENTS ON SITES AUTHORIZED BY THIS PERMIT MUST SECURE A NEW PERMIT FROM THE FOREST SERVICE.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL OF ITS TERMS AND CONDITIONS.

ACCEPTED: JOHN LEISURE JOY LEISURE
HOLDER'S NAME AND SIGNATURE DATE

APPROVED: _____
AUTHORIZED OFFICER'S NAME AND SIGNATURE TITLE DATE

TERMS AND CONDITIONS

I. AUTHORITY AND USE AND TERM AUTHORIZED

A. This permit is issued under the authority of the Act of March 4, 1915, as amended (16 U.S.C. 497), and Title 36, Code of Federal Regulations, Sections 251.50-251.64. Implementing Forest Service policies are found in the Forest Service Directives System (FSM 1920, 1950, 2340, 2720; FSH 2709.11, Chap. 10-50). Copies of the applicable regulations and policies will be made available to the holder at no charge upon request made to the office of the Forest Supervisor.

B. The authorized officer under this permit is the Forest Supervisor, or a delegated subordinate officer.

C. This permit authorizes only personal recreation use of a noncommercial nature by the holder, members of the holder's immediate family, and guests. Use of the permitted improvements as a principal place of residence is prohibited and shall be grounds for revocation of this permit.

D. Unless specifically provided as an added provision to this permit, this authorization is for site occupancy and does not provide for the furnishing of structures, road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

E. Termination at End of Term: This authorization will terminate on **December 31, 2008**.

II. OPERATION AND MAINTENANCE

A. The authorized officer, after consulting with the holder, will prepare an operation and maintenance plan which shall be deemed a part of this permit. The plan will be reviewed annually and updated as deemed necessary by the authorized officer and will cover requirements for at least the following subjects:

1. Maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions
2. Maintenance of the facilities.
3. Size, placement and descriptions of signs.
4. Removal of garbage or trash.
5. Fire protection.
6. Identification of the person responsible for implementing the provisions of the plan, if other than the holder, and a list of names, addresses, and phone numbers of persons to contact in the event of an emergency.
7. Upkeep of the lot.
8. Resource protection.
9. Use of the facilities.
10. Forest Service access.
11. Compliance and transfer inspections.

III. IMPROVEMENTS

A. 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 in writing by the authorized officer in the operation and maintenance plan. Improvements requiring specific approval shall include, but are not limited to: signs, fences, name plates, mailboxes, newspaper boxes, boathouses, docks, pipelines, antennas, and storage sheds.

B. All plans for development, layout, construction, reconstruction or alteration of improvements on the lot, as well as revisions of such plans, 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 authorized officer. Such plans must be approved by the authorized officer before the commencement of any work.

IV. RESPONSIBILITIES OF HOLDER

A. The holder, in exercising the privileges granted by this permit, shall comply with all present and future regulations of the Secretary of Agriculture and all present and future federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. However, the

Forest Service assumes no responsibility for enforcing laws, regulations, ordinances and the like, which are under the jurisdiction of other government bodies.

B. The holder shall exercise diligence in preventing damage to the land and property of the United States. The holder shall abide by all restrictions on fires, which may be in effect within the forest at any time and take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during a closed fire season established by law or regulation without written permission from the authorized officer.

C. The holder shall protect the scenic and esthetic values of the National Forest System lands as far as possible consistent with the authorized use, during construction, operation, and maintenance of the improvements.

D. No soil, trees, or other vegetation may be removed from the National Forest System lands without prior permission from the authorized officer. Permission shall be granted specifically, or in the context of the operations and maintenance plan for the permit.

E. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest lands, roads and trails caused by the holder's activities.

F. The holder assumes all risk of loss to the improvements resulting from acts of God or catastrophic events, including but not limited to, avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural events. In the event the improvements authorized by this permit are destroyed or substantially damaged by acts of God or catastrophic events, the authorized officer will conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. The analysis will be provided to the holder within 6 months of the event.

G. The holder has the responsibility of inspecting the site, authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which could affect the improvements and or pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

H. In case of change of permanent address or change in ownership of the recreation residence, the holder shall immediately notify the authorized officer.

V. LIABILITIES

A. This permit is subject to all valid existing rights and claims outstanding in third parties. The United States is not liable to the holder for the exercise of any such right or claim.

B. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.

C. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression. Without limiting available civil and criminal remedies which may be available to the United States, all timber cut, destroyed, or injured without authorization shall be paid for at stumpage rates which apply to the unauthorized cutting of timber in the state wherein the timber is located.

VI. FEES

A. Fee Requirement: This special use authorization shall require payment in advance of an annual rental fee.

B. Appraisals:

1. Appraisals to ascertain the fair market value of the lot will be conducted by the Forest Service at least every 20 years. The next appraisal will be implemented in **2002**.

2. Appraisals will be conducted and reviewed in a manner consistent with the Uniform Standards of Professional Appraisal Practice, from which the appraisal standards have been developed, giving accurate and careful consideration to all market forces and factors, which tend to influence the value of the lot.

3. If dissatisfied with an appraisal utilized by the Forest Service in ascertaining the permit fee, the holder may employ another qualified appraiser at the holder's expense. The authorized officer will give full and complete consideration to both appraisals provided the holder's appraisal meets Forest Service standards. If the two appraisals disagree in value by more than 10 percent, the two appraisers will be asked to try and reconcile or reduce their differences. If the appraisers cannot agree, the Authorized Officer will utilize either or both appraisals to determine the fee. When requested by the holder, a third appraisal may be obtained with the cost shared equally by the holder and the Forest Service. This third appraisal must meet the same standards of the first and second appraisals and may or may not be accepted by the authorized officer.

C. Fee Determination:

1. The annual rental fee shall be determined by appraisal and other sound business management principles. (36 CFR 251.57(a)). The fee shall be 5 percent of the appraised fair market fee simple value of the lot for recreation residence use. Fees will be predicated on an appraisal of the lot as a base value, and that value will be adjusted in following years by utilizing the percent of change in the Implicit Price Deflator - Gross National Product (IPD-GNP) index as of the previous June 30. A fee from a prior year will be adjusted upward or downward, as the case may be, by the percentage change in the IPD-GNP, except that the maximum annual fee adjustment shall be 10 percent when the IPD-GNP index exceeds 10 percent in any one year with the amount in excess of 10 percent carried forward to the next succeeding year where the IPD-GNP index is less than 10 percent. The base rate from which the fee is adjusted will be changed with each new appraisal of the lot, at least every 20 years.

2. If the holder has received notification that a new permit will not be issued following expiration of this permit, the annual fee in the tenth year will be taken as the base, and the fee each year during the last 10-year period will be one-tenth of the base multiplied by the number of years then remaining on the permit. If a new term permit should later be issued, the holder shall pay the United States the total amount of fees foregone, for the most recent 10-year period in which the holder has been advised that a new permit will not be issued. This amount may be paid in equal annual installments over a 10-year period in addition to those fees for existing permits. Such amounts owing will run with the property and will be charged to any subsequent purchaser of the improvements.

D. Initial Fee: The initial fee may be based on an approved Forest Service appraisal existing at the time of this permit, with the present day value calculated by applying the IPD-GNP index to the intervening years.

E. Payment Schedule: Based on the criteria stated herein, the initial payment is set at **\$ 779.81** per year and the fee is due and payable annually on **January 1**. Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statements fall on a non-workday, the charges shall not apply until the close of business of the next workday. Any payments not received within 30 days of the due date shall be delinquent.

F. Late Payment Interest, Administrative Costs and Penalties: Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

G. Nonpayment Constitutes Breach: Failure of the holder to make the annual payment, penalty, interest, or any other charges when due shall be grounds for termination of this authorization. However, no permit will be terminated for nonpayment of any monies owed the United States unless payment of such monies is more than 90 days in arrears.

H. Applicable Law: Delinquent fees and other charges shall be subject to all the rights and remedies afforded the United States pursuant to federal law and implementing regulations. (31 U.S.C. 3711 *et seq.*)

VII. TRANSFER, SALE, AND RENTAL

A. No transferability: Except as provided in this section, this permit is not transferable.

B. Transferability Upon Death of the Holder:

1. If the holder of this permit is a married couple and one spouse dies, this permit will continue in force, without amendment or revision, in the name of the surviving spouse.

2. If the holder of this permit is an individual who dies during the term of this permit and there is no surviving spouse, an annual renewable permit will be issued, upon request, to the executor or administrator of the holder's estate. Upon settlement of the estate, a new permit incorporating current Forest Service policies and procedures will be issued for the remainder of the deceased holder's term to the properly designated heir(s) as shown by an order of a court, bill of sale, or other evidence to be the owner of the improvements.

C. Divestiture of Ownership: If the holder through voluntary sale, transfer, enforcement of contract, foreclosure, or other legal proceeding shall cease to be the owner of the physical improvements, this permit shall be terminated. If the person to whom title to said improvements is transferred is deemed by the authorizing officer to be qualified as a holder, then such person to whom title has been transferred will be granted a new permit. Such new permit will be for the remainder of the term of the original holder.

D. Notice to Prospective Purchasers: When considering a voluntary sale of the recreation residence, the holder shall provide a copy of this special use permit to the prospective purchaser before finalizing the sale. The holder

cannot make binding representations to the purchasers as to whether the Forest Service will reauthorize the occupancy.

E. Rental: The holder may rent or sublet the use of improvements covered under this permit only with the express written permission of the authorized officer. In the event of an authorized rental or sublet, the holder shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

VIII. REVOCATION

A. Revocation for Cause: This permit may be revoked for cause by the authorized officer upon breach of any of the terms and conditions of this permit or applicable law. Prior to such revocation for cause, the holder shall be given notice and provided a reasonable time--not to exceed ninety (90) days--within which to correct the breach.

B. Revocation in the Public Interest During the Permit Term:

1. This permit may be revoked during its term at the discretion of the authorized officer for reasons in the public interest. (36 CFR 251.60(b)). In the event of such revocation in the public interest, the holder shall be given one hundred and eighty (180) days prior written notice to vacate the premises, provided that the authorized officer may prescribe a date for a shorter period in which to vacate ("prescribed vacancy date") if the public interest objective reasonably requires the lot in a shorter period of time.

2. The Forest Service and the holder agree that in the event of a revocation in the public interest, the holder shall be paid damages. Revocation in the public interest and payment of damages is subject to the availability of funds or appropriations.

a. Damages in the event of a public interest revocation shall be the lesser amount of either (1) the cost of relocation of the approved improvements to another lot which may be authorized for residential occupancy (but not including the costs of damages incidental to the relocation which are caused by the negligence of the holder or a third party), or (2) the replacement costs of the approved improvements as of the date of revocation. Replacement cost shall be determined by the Forest Service utilizing standard appraisal procedures giving full consideration to the improvement's condition, remaining economic life and location, and shall be the estimated cost to construct, at current prices, a building with utility equivalent to the building being appraised using modern materials and current standards, design and layout as of the date of revocation. If revocation in the public interest occurs after the holder has received notification that a new permit will not be issued following expiration of the current permit, then the amount of damages shall be adjusted as of the date of revocation by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining to the term of the permit prior to revocation (measured from the date of the notice of revocation) and as the denominator, the total number of months in the original term of the permit.

b. The amount of the damages determined in accordance with paragraph a. above shall be fixed by mutual agreement between the authorized officer and the holder and shall be accepted by the holder in full satisfaction of all claims against the United States under this clause: Provided, That if mutual agreement is not reached, the authorized officer shall determine the amount and if the holder is dissatisfied with the amount to be paid may appeal the determination in accordance with the Appeal Regulations (36 CFR 251, Subpart C) and the amount as determined on appeal shall be final and conclusive on the parties hereto: Provided further, That upon the payment to the holder of the amount fixed by the authorized officer, the right of the Forest Service to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

IX. ISSUANCE OF A NEW PERMIT

A. Decisions to issue a new permit or convert the permitted area to an alternative public use upon termination of this permit require a determination of consistency with the Forest Land and Resource Management Plan (Forest plan).

1. Where continued use is consistent with the Forest plan, the authorized officer shall issue a new permit, in accordance with applicable requirements for environmental documentation.

2. If, as a result of an amendment or revision of the Forest Plan, the permitted area is within an area allocated to an alternative public use, the authorized officer shall conduct a site-specific project analysis to determine the range and intensity of the alternative public use.

a. If the project analysis results in a finding that the use of the lot for a recreation residence may continue, the holder shall be notified in writing, this permit shall be modified as necessary, and a new term permit shall be issued following expiration of the current permit.

b. If the project analysis results in a decision that the lot shall be converted to an alternative public use, the holder shall be notified in writing and given at least 10 years continued occupancy. The holder shall be given a copy of the project analysis, environmental documentation, and decision document.

c. A decision resulting from a project analysis shall be reviewed two years prior to permit expiration, when that decision and supporting environmental documentation is more than 5 years old. If this review indicates that the conditions resulting in the decision are unchanged, then the decision may be implemented. If this review indicates that conditions have changed, a new project analysis shall be made to determine the proper action.

B. In issuing a new permit, the authorized officer shall include terms, conditions, and special stipulations that reflect new requirements imposed by current Federal and State land use plans, laws, regulations, or other management decisions. (36 CFR 251.64).

C. If the 10-year continued occupancy given a holder who receives notification that a new permit will not be issued would extend beyond the expiration date of the current permit, a new term permit shall be issued for the remaining portion of the 10-year period.

X. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR NOTIFICATION THAT A NEW PERMIT WILL NOT BE ISSUED FOLLOWING TERMINATION OF THIS PERMIT

A. Removal of Improvements Upon Revocation or Notification That A New Permit Will Not Be Issued Following Termination Of This Permit: At the end of the term of occupancy authorized by this permit, or upon abandonment, or revocation for cause, Act of God, catastrophic event, or in the public interest, the holder shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall return the lot to a condition approved by the authorized officer unless otherwise agreed to in writing or in this permit. If the holder fails to remove all such structures or improvements within a reasonable period--not to exceed one hundred and eighty (180) days from the date the authorization of occupancy is ended--the improvements shall become the property of the United States, but in such event, the holder remains obligated and liable for the cost of their removal and the restoration of the lot.

B. In case of revocation or notification that a new permit will not be issued following termination of this permit, except if revocation is for cause, the authorized officer may offer an in-lieu lot to the permit holder for building or relocation of improvements. Such lots will be no conflicting locations within the National Forest containing the residence being terminated or under notification that a new permit will not be issued or at no conflicting locations in adjacent National Forests. Any in-lieu lot offered the holder must be accepted within 90 days of the offer or within 90 days of the final disposition of an appeal on the revocation or notification that a new permit will not be issued under the Secretary of Agriculture's administrative appeal regulations, whichever is later, or this opportunity will terminate.

XI. MISCELLANEOUS PROVISIONS

- A. This permit replaces a special use permit issued to:
Fred and Alice Smiles on September 23, 1994.
- B. The Forest Service reserves the right to enter upon the property to inspect for compliance with the terms of this permit. Reports on inspection for compliance will be furnished to the holder.
- C. Issuance of this permit shall not be construed as an admission by the Government as to the title to any improvements. The Government disclaims any liability for the issuance of any permit in the event of disputed title.
- D. If there is a conflict between the foregoing standard printed clauses and any special clauses added to the permit, the standard printed clauses shall control.
- E. Floodplain, E.O. 11988: The lands covered in this authorization have been determined to be in a floodplain (E.O. 11988). This authorization is issued with the specific understanding that if the improvements are substantially damaged and made uninhabitable by flood, the authorization shall terminate and the remaining improvements removed within 90 days. Should damage to the improvements not be substantial, they may be repaired and allowed to remain if they can be flood proofed without affecting flows in the floodway. No expansion of existing improvements or new improvements will be allowed in the floodway. No claim shall be made against the United States for damage, loss, or termination of authorization due to flood.
- F. No animals or fowl, other than household pets, shall be kept upon the premises.
- G. All butane, propane, or other liquefied-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State.
- H. All electrical and facilities installed and operated shall conform to the National Electric code and the equipment must have been approved by the American Insurance Association.
- I. All heat producing appliances, stoves, fireplaces, chimneys, and vents shall be installed as required by the latest editions of the following code and/or standards: National Electric Code (NEC) National Fire Protection Association (NFPA) standards, and the Uniform Building Code.
- J. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations of 36 CFR 251, Subpart C (54 FR 3362, January 23, 1989) or revision there to.

According to the Paperwork Reduction Act of 1995, no persons are 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.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

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.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OPERATION and MAINTENANCE PLAN

The following Operation and Maintenance Plan is made a part of the Holder's permit as provided in clause II of the special use permit.

1. This plan provides basic maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions.

- a. 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.
- b. Removal of streamside vegetation is prohibited. Limited removal of vegetation is allowed to enhance streamside views with prior Forest Service review and approval.
- c. The Holder will help protect designated wildlife logs or snags.
- d. The Holder will contact the District for a hazard tree assessment on any tree that may present a hazard on the lot. The Forest Service will then provide approval to remove the tree or an explanation as to why the tree does not pose a significant hazard.
- e. In the event that a flood or continued erosion of a stream bank occurs, the Forest Service must review and approve any work to correct the problem. Possible corrective action may include: the installation of in-stream structures, armoring the stream bank or moving the cabin further back on the lot.
- f. Any corrective work to remove or minimize a hazard to the improvements will be at the Holder's expense.

2. Maintenance of the facilities.

- a. The Holder shall maintain the improvements in a reasonable state of repair. This would include painting or cleaning the exterior, installing/maintaining skirting, and repairing dry rot problems that cause structural problems or that visually detract from the structure. Paint or stain improvements would be in colors acceptable to the Forest Service. The Holder will assure hazards posed by improvements are removed. Burnable items will not be stored under crawl space. The outhouse will be sealed.
- b. The Holder may perform minor pruning of limbs of trees or bushes that intrude upon driveways, trails, or are adjacent to the cabin, woodshed or outhouse without Forest Service prior approval.
- c. **Present policy allows a residence, a woodshed and an outhouse if needed. If a Holder presently has more than this number of structures, they may remain as long as they are well maintained and used for an appropriate purpose i.e. utility storage, wood storage and not converted to sleeping quarters.**
- d. Driveways must be maintained in such a fashion that any resource damage (primarily erosion concerns) is kept to a minimal, acceptable level meeting Forest Service concerns.
- e. All electrical lines from the residence (cabin) to outbuildings must be buried for visual and safety purposes.
- f. If at some time in the future, Portland General Electric buries their main electrical transmission lines serving the tracts underground, the Holder agrees to have the service from the main line to their cabin buried. Adequate notification (at least one year) will occur to allow the Holder ample opportunity to prepare for this work.

g. Outdoor high intensity lights operated on an automatic basis will not be permitted. Such lights may be used provided they are operated on a manual basis and used only when the residence is in use. The Holder must provide a statement verifying that any such light is manually operated and used only when the residence is in use. Incandescent, directional floodlights may be used on an automatic basis for security purposes if the Holder desires. These lights must be directed at the improvements and not be allowed to light up general forested areas.

h. The Holder will maintain and update a current site plan map.

i. Fences are allowed only in areas where they provide protection against a steep drop off or cliff.

3. Size, placement and descriptions of signs.

a. All signs shall be of such color and design so they are unobtrusive to travelers in the area; new signs are limited to a maximum of 1' by 2'.

b. The Holder will maintain a lot number mounted on a post or in conjunction with a name sign, at the intersection of their driveway with the main access road to their residence

4. Removal of garbage or trash.

a. The Holder shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds. Refuse shall be disposed of at an appropriate dumpsite off National Forest land. The Holder shall guard the purity of streams and living waters.

5. Fire protection.

a. No fireworks shall be stored or used on the land covered by this permit or in the structures thereon.

b. Fireplaces and all wood burning appliances will be equipped with spark screens.

c. The roof shall be kept reasonably clear of leaves, twigs, and other debris.

d. The Holder shall clear and keep cleared away from any structures all readily burnable vegetation such as dry grass, forest needles, and dead vegetation.

6. Responsible person(s), other contact(s), and other owner(s).

a. The name, address, and phone number of the person responsible for implementing the provisions of this plan, if other than the Holder will be provided to the Forest Service by the Holder.

b. The Holder will also provide the Forest Service with a list of names, addresses, and phone numbers of persons to contact in the event of an emergency.

c. Names, addresses, and phone numbers of any co-owners will also be provided to the Forest Service by the Holder.

d. No more than 4 individuals or families may share ownership of a cabin.

7. Maintenance and upkeep of the lot.

- a.** The permitted area will be maintained to present a clean, neat and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently.
- b.** The Holder agrees to haul from National Forest lands all slash, logs, stumps, and debris resulting from clearing the permitted area, as directed by the Forest Officer in charge.
- c.** The lot will not be used to store building materials in excess of those needed for the next two years work or repair.
- d.** No motor homes, trailers, boats or other items will be stored.
- e.** Firewood will normally be stored within a woodshed, if one is available. If no woodshed is available and other constraints do not limit firewood location, firewood stacks will be limited to two locations, one near the cabin for easy access and a larger single pile. Black, brown, green or gray colored tarp or plastic may be used to cover these piles.
- f.** Yard debris will be removed from the lot or burned at least every two years. There will be a single burn pile per lot, placed in a fire safe location, away from trees, overhanging branches and other burnable materials or vegetation.
- g.** Established burn pits will be located away from trees, overhanging branches or other burnable materials or vegetation. An area no less than three feet around the perimeter of the burn pit will be cleared of forest needles, duff and other vegetation. Only one burn pit location will be allowed per residence.
- h.** The Holder will not establish lawns, plant flowers or ornamental shrubs. Indigenous or native plants may be used to enhance or restore a natural appearing forested setting.
- i.** If a lawn or artificially landscaped area is present the Holder will over the next 5 years, plant indigenous or native plants to restore a more natural appearing forested setting.

8. Resource protection.

- a.** No waste or byproducts shall be discharged if it contains any substances in concentrations that will result in substantial harm to fish and wildlife, or to human water supplies.
- b.** 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.

9. Use of the facilities.

- a.** The Holder may rent his improvements with prior Forest Service approval. A rental approval form will be provided upon request. Such rental must be incidental to the Holder's use, be for recreational purposes and will not exceed a time limit specified by the Forest Service. The Holder understands that responsibility for compliance to the terms of the permit will remain with the Holder.
- b.** Upon placing the cabin on the market for sale the Holder will notify the Forest Service and request in writing that the Forest Service perform a transfer inspection. A copy of this inspection will be shared with potential buyers and real estate agents, if any, handling the listing.
- c.** Upon listing the residence for sale, a sign may be placed at the driveway entrance to the road accessing that tract and another sign next to the residence for those instances where a driveway serves more than one residence.

d. The Forest Service will not normally approve plowing of Forest Service roads. If plowing is desired the Holder will contact the Forest Service for review and possible approval of a snowplowing permit.

10. Compliance inspections, Inspection Report.

a. The Holder agrees that corrective work detailed in Forest Service compliance inspections (Inspection Report) will be completed by the scheduled completion date. If the Holder disagrees or has questions about specific items, the Holder must contact the Forest Service in order that the disagreement or item may be resolved. The Holder will consult and abide by the Glossary of Terms (used in the Inspection Report).

11. Area Access.

a. The Holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

b. Forest Service may use driveways or lots to access National Forest lands adjacent to the lot provided that the Forest Service will protect vegetation and protect the Holder's improvements or agree to restore improvements to original or better condition.