

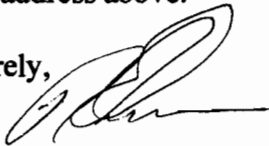
Ken and Christine Emmes
2810 Capital Dr
Eugene, OR 97403

August 20, 2008

To Whom It May Concern:

Enclosed you will find the application forms for a Permit to Use Surface Water. We have a USFS Lease for a summer cabin on Elk Lake, in Deschutes County. The use of the water application is for human consumption water rights. This permit needs to be in the name of the US Forest Service as this will be included in the lease we now hold. Our lot is in Tract J Lot 7. Up until the need to complete this application, use of water for human consumption has been included in the lease since the mid 1920's. We would appreciate your prompt attention. If you have any questions please feel free to contact us at the address above.

Sincerely,



Ken Emmes

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WATER RESOURCES DEPT
SALEM, OREGON



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Application for a Permit to Use Surface Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. APPLICANT INFORMATION

A. Applicants

Applicant: Kenneth & Christine Emmes
First Last
Mailing Address: 2810 Capital Dr.
Eugene OR 97403
City State Zip
Phone: 541-343-6300 541-743-2485 541-285-1637 c
Home Work Other ✓
*Fax: _____ *Email Address: sonnar@comcast.net

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of Organization: USDA Forest Service
Name and Title of Person Applying: Phil Cruz, District Ranger
Mailing Address or Organization: 1230 NE 3rd St. Suite A-262
Bend OR 97701
City State Zip
Phone: 541-383-4000
Day Evening
*Fax: _____ *Email Address: _____
*Optional

For Department Use		
App. No. _____	Permit No. _____	Date _____

Last Updated: 6/25/2008

Surface Water/1

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2. SOURCE AND PROPERTY OWNERSHIP

A. The Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: <u>Elk Lake</u>	Tributary to: <u>unnamed stream, tributary to</u>
Source 2: _____	Tributary to: _____
Source 3: _____	Tributary to: _____
Source 4: _____	Tributary to: _____

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Complete this section if any source listed in item 2A above is stored water.

Not Applicable

Do you, or will you, own the reservoir(s) described in item 2A above?

☐ Yes

☐ No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If all sources listed in item 2A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

☐ By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- ✓ A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- ✓ A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

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Surface Water/2

C. Property Ownership

Do you own all the land where you propose to divert, transport, and use water?

☒ Yes (Please check appropriate box below then skip to section 3 'Water Use')

☒ There are no encumbrances

☐ This land is encumbered by easements, rights of way, roads or other encumbrances
(please provide a copy of the recorded deed(s))

☐ No (Please check the appropriate box below)

☐ I have a recorded easement or written authorization permitting access.

☐ I do not currently have written authorization or easement permitting access.

☐ Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040).

You must provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

List the names and mailing addresses of all affected landowners.

--

3. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- y If your proposed use is domestic, indicate the number of households to be supplied with water: 1
- y If your proposed use is irrigation, please attach Form I
- y If your proposed use is mining, attach Form R
- y If your proposed use is municipal or quasi-municipal, attach Form M
- y If your proposed use is commercial/industrial, attach Form Q

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Surface Water/3

B. Amount of Water

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

Source	Type of use	Amount
Elk Lake	Human consumption	0.005 ☒ cfs ☐ gpm ☐ af
		☐ cfs ☐ gpm ☐ af
		☐ cfs ☐ gpm ☐ af
		☐ cfs ☐ gpm ☐ af

C. Period of Use

Indicate the time of year you propose to use the water: *Approx* seasonal May 30 - October 15
(For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1-October 31.)

If you will be applying water to land, indicate the total number of acres where water will be applied or used:

(This number should be consistent with your application map.)

4. WATER MANAGEMENT

A. Diversion

What method will you use to divert water from the source?

- ☒ Pump (give horsepower and pump type): Jacuzzi .5 hp
- ☐ Head-gate (give dimensions): _____
- ☐ other means (describe): _____

B. Monitoring

How will you monitor your diversion to be sure you are within the limits of your water right (allowed rate and duty) and you are not wasting water?

- ☐ Weir ☐ Meter ☐ Periodic Sampling

☒ other means (describe): bucket and stopwatch

Surface Water/4

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C. Transport

How will you transport water to your place of use?

☐ Ditch or canal (give average width and depth):

Width _____ Depth _____

Is the ditch or canal to be lined? ☐ Yes ☐ No

☒ Pipe (give diameter and total length):

Diameter 1 1/4" Length 120 ft.

☒ other, describe: pipe to cabin

D. Application/Distribution Method

What equipment will you use to apply water to your place of use?

direct pipe, 55 gallon holding tank, pump-pipe to cabin

Irrigation or land application method (check all that apply):

- | | | |
|--|--|---|
| ☐ Flood | ☐ High pressure sprinkler | ☐ Low pressure sprinkler |
| ☐ Drip | ☐ Water Cannons | ☐ Center pivot system |
| ☐ Hand Lines | ☐ Wheel Lines | |
| ☐ Siphon tubes or gated pipe with furrows | | |

☒ other, describe: none

Distribution method

- ☒ Direct pipe from source ☒ In-line storage (tank or pond) ☐ Open Canal

E. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

Use water during short periods of day. Used for cooking and personal hygiene. Have energy efficient faucet adapters

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5. RESOURCE PROTECTION

A. Protection Practices

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

- ☒ Diversion will be screened to prevent uptake of fish and other aquatic life. Describe planned actions:

Have screen over intake pipe which is cleaned of debris at each visit to the area. No animals or humans are allowed in areas where water is being used.

Have an auxillary pipe to allow other cabin owners who do not have close access to water from inlet tributary stream to fill buckets and jugs for their consumption. This prevents humans from walking in and disturbing the flow of water and natural aquatic/streamside life.

- ☐ Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas. Describe planned actions:

- ☐ Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe:

- ☐ Water quality will be protected by preventing erosion and run-off of waste or chemical products. Describe:

- ☐ Other:

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6. PROJECT SCHEDULE

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin: not applicable

Proposed date construction will be completed: _____

Proposed date beneficial water use will begin: _____

7. REMARKS

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

Please see cover letter

8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed points of diversion and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

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9. SIGNATURE

By my signature below I confirm that I understand:

- ✓ I am asking to use water specifically as described in this application.
- ✓ Evaluation of this application will be based on information provided in the application packet.
- ✓ I cannot legally use water until the Water Resources Department issues a permit to me.
- ✓ If I get a permit, I must not waste water.
- ✓ If development of the water use is not according to the terms of the permit, the permit can be canceled.
- ✓ The water use must be compatible with local comprehensive land use plans.
- ✓ Even if the Department issues a permit to me, I may have to stop using water to allow senior water right holders to get water they are entitled to, and

I swear that all information provided in this application is true and correct to the best of my knowledge:

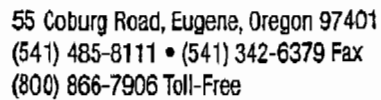
<i>Bob Deane</i>	<i>Bend Fort Rock RD</i>
<i>Bob Deane</i>	<i>Deschutes NF</i>
<i>Aching District Ranger</i>	<i>8/28/2008</i>
Signature of Applicant (If more than one applicant, all must sign.)	Date
<i>CB Emmes</i>	<i>Christine B. Emmes</i>
<i>Co Applicant</i>	<i>8/1/08</i>
	Date

Before you submit your application be sure you have:

- ✓ Answered each question completely.
- ✓ Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
- ✓ Included a Land Use Information Form or receipt stub signed by a local official.
- ✓ Included the legal description of all the property involved with this application. You may supply a copy of the deed, land sales contract, or title insurance policy, to meet this requirement.
- ✓ Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at www.wrd.state.or.us or call (503) 986-0900.

WRD on the web:
www.wrd.state.or.us

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TO: <u>OR Water Resources</u>	FROM: <u>Christine Emmes</u>
<u>Attn: Herb</u>	
COMPANY/FIRM NAME:	
TEL NO: _____	
FAX NO: <u>503 986-0901</u>	
	DATE: <u>10/9/08</u>
	No. of pages including this cover <u>13</u>

Comments/Message: _____

US Forest Service Lease Elk Lake
Ken/Christine Emmes
For: File Application # 87300

FORM NO. 819

USDA - Forest Service TERM SPECIAL USE PERMIT For Recreation Residences Act of March 4, 1915, As Amended (Ref. FSM 2710)	Holder No. 5559/01	Type Site 123	Authority 712
	Auth. Type 18	Issue Date 01/01/89	Expir. Date 12/31/08
	Location Sequence No. 0601014101702		Stat. Ref.
	Latitude - -	Longitude - -	LOS Case

Kenneth and Christine Emmes of

(Holder Name)	(Billing Address - 1)		
4845 Foxhollow	Eugene	OR	97405
(Billing Address - 2)	(City)	(State)	(Zip Code)

(hereafter called the holder) is hereby authorized to use National Forest lands, for a recreation residence for personal recreational use on the Deschutes National Forest, subject to the provisions of this permit including items I. through XI., on page(s) 2 through 8. This permit covers 0.45 acres.

Described as: (1) Lot EL J 07 of the Elk Lake tract.

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

OR////////(2)//////////as shown on the attached map/
(Legal Description)

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

On-lot facilities: Storage building, toilet, propane tank, guest cabin.
 Off-lot facilities: Maintaining an off-the-summer-home-lot water supply system including pipe line, pump, storage tank (for domestic use only) and a strip of land approximately 50 feet in length and 2 feet in width to accommodate a buried pipe line between Elk Lake and the southeast boundary of Tract J, Lot 7.
 Driveway.

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: Kenneth and Christine Emmes

HOLDER'S NAME AND SIGNATURE

DATE

APPROVED: WALTER C. SCHLOER

AUTHORIZED OFFICER'S NAME AND SIGNATURE

District Ranger

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 2720, 2340; 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 termination 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. Expiration at End of Term: This authorization is for a term of 20 years and will expire 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.

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 site, 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 site will be conducted by the Forest Service at least every 20 years. The next appraisal will be implemented in 2003.

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 site.

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 site for recreation residence use.

Fees will be predicated on an appraisal of the site 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 site, at least every 20 years.

2. If notice of nonrenewal has been given, 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 20-year permit should later be issued, the holder shall pay the United States one-half of the amount of fees foregone, for the most recent 10-year period in which the permit has been under nonrenewal notice, by the United States while the previous permit was under a nonrenewal notice. 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 \$1,238.00 per year and the fee is due and payable annually on January 1 (insert date). 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 nonworkday, 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. Interest and Penalties:

1. A fee owed the United States which is delinquent will be assessed interest based on the most current rate prescribed by the United States Department of Treasury Financial Manual (TFM-6-8020). Interest shall accrue on the delinquent fee from the date the fee payment was due and shall remain fixed during the duration of the indebtedness.

2. In addition to interest, certain processing, handling, and administrative costs will be assessed on delinquent accounts and added to the amounts due.

3. A penalty of 6 percent per year shall be assessed on any indebtedness owing for more than 90 days. This penalty charge will not be calculated until the 91st day of delinquency, but shall accrue from the date that the debt became delinquent.

4. When a delinquent account is partially paid or made in installments, amounts received shall be applied first to outstanding penalty and administrative cost charges, second to accrued interest, and third to outstanding principal.

G. Nonpayment Constitutes Breach: Failure of the holder to make the annual payment, late payment charge, 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. Nontransferability: 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 eligible family member (parent(s), children, and grandchildren) 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 can be, at the discretion of the authorized officer, for a full term or 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. TERMINATION.

A. Termination for Cause: This permit may be terminated for cause by the authorized officer upon breach of any of the terms and conditions of this permit or applicable law. Prior to such termination 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. Termination in the Public Interest During the Permit Term:

1. This permit may be revoked or terminated 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 termination 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 site in a shorter period of time.

2. The Forest Service and the holder agree that in the event of a termination in the public interest, the holder shall be paid damages. Termination 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 termination shall be the lesser amount of either (1) the cost of relocation of the approved improvements to another site 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 termination. 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 termination. If the holder has received notification that the permit will not be renewed, then the amount of damages shall be adjusted as of the date of termination 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 termination (measured from the date of the notice of termination) 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 211.18) 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. RENEWAL.

A. This permit may be renewed for another term up to 20 years in duration if the site is still being used for the purposes previously authorized and is being continually operated and maintained in accordance with all the provisions of the permit. In making a renewal, the authorized officer may modify the terms, conditions, and special stipulations to reflect any new requirements imposed by current federal and state land use plans, laws, regulations, or other management decisions. (36 CFR 251.64).

B. The authorized officer may decide to renew this authorization at any time prior to the expiration date of this permit. Ten years prior to the expiration date of this permit, the authorized officer will make a renewal decision. If it is determined that the use may continue, a new 20-year authorization will be granted upon the holder's surrendering of the existing authorization.

C. In the event the authorized officer decides not to renew the permit, the holder shall be notified in writing. The holder will be given at least 10 years to utilize the site in the event of a decision not to renew the permit. To the extent that the 10 years would run beyond the expiration date of the permit, the permit term shall be extended to accommodate the 10-year notice, provided that the total tenure of the holder's occupancy does not exceed 30 years by such extension.

D. Two years before permit expiration, the holder may request the Forest Supervisor to review the reason for nonrenewal of the permit in the light of any change in circumstances, and the Forest Supervisor shall determine whether or not changed circumstances warrant continuation of the use. The authorized officer will notify holder in a timely manner of his or her right to make such a request. Determinations under such reviews are not decisions for purposes of the Secretary of Agriculture's administrative appeal regulations.

E. Nonrenewal decisions based on a higher public use of the site by the Forest Service will be documented by an environmental analysis which demonstrates the higher priority use of a site for the benefit of the general public, that is timely, in public demand, and where other sites to satisfy the need cannot reasonably be made available.

X. RIGHTS AND RESPONSIBILITIES UPON TERMINATION OR NONRENEWAL.

A. Removal of Improvements Upon Termination or Nonrenewal: At the end of the term of occupancy authorized by this permit, or upon abandonment, or termination for cause, Act of God, or 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 site 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 site.

B. In case of termination or nonrenewal, except if termination is for cause, the authorized officer will make every reasonable effort to locate and reserve in-lieu sites available at that time that could be offered the permit holder for building or relocation of improvements. Such sites will be nonconflicting locations within the National Forest containing the residence being terminated or under nonrenewal or in adjacent National Forests. Any in-lieu site 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 termination or

nonrenewal under the Secretary of Agriculture administrative appeal regulations, whichever is later, or this opportunity will terminate.

XI. MISCELLANEOUS PROVISIONS.

- A. This permit replaces a special use permit issued to:
Kenneth and Christine Emmes on 1/08/88

(Holder Name)

(Date)

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. 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.

SPECIAL USE PERMIT

Act of June 4, 1897

This permit is revocable and nontransferable
(Ref. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	06	01
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
01	5559	916
g. State (16-17)	h. County (18-20)	i. Card no. (21)
41	017	1

Permission is hereby granted to Craig Ronald Blundell

of 625 E. Grand, Escondido, California 92025

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A strip of land of minimum width to accommodate a buried pipeline

in accordance with the plat which is attached to and becomes a part of this permit.

This permit covers _____ acres and/or 50' miles and is issued for the purpose of:
maintaining a buried pipeline for domestic water only.

~~occupancy and use under this permit shall begin within immediately months, and~~
~~occupancy and use under this permit shall begin within immediately months, and~~
This use shall be actually exercised at least one days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of twenty Dollars (\$ 20) for the period from October 1, 1980, to December 31, 19 80, and thereafter annually on January 1.

twenty Dollars (\$ 20) :
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE <u>C. Blundell ms.</u>	SIGNATURE OF AUTHORIZED OFFICER <u>[Signature]</u>	DATE <u>8/9/22/80</u>
ISSUING OFFICER	NAME AND SIGNATURE <u>[Signature]</u>	TITLE District Ranger	DATE <u>9-26-80</u>

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area shall be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

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

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

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

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

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

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

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

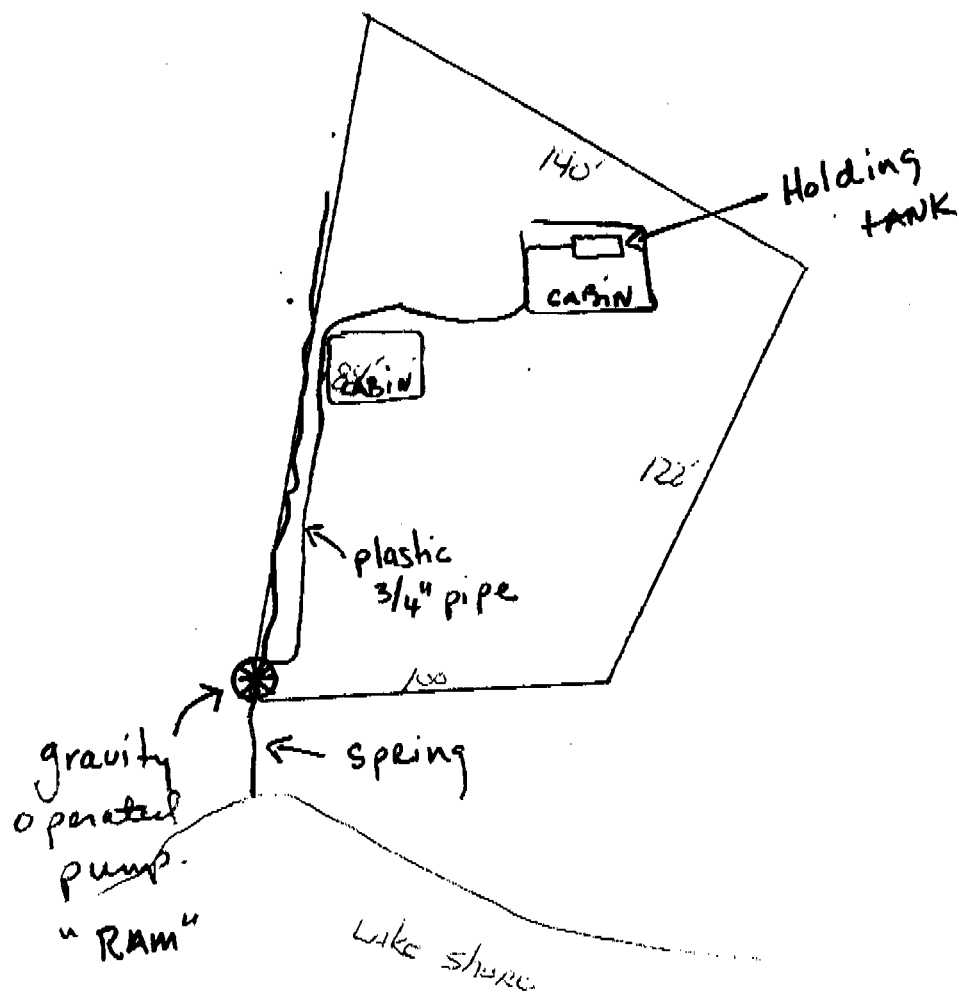
17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control

SYSTEM SUPPLY 916

18. A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due, or \$15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday.
19. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
20. This permit confers no right to the use of water by the permittee.
21. The permittee agrees to take all reasonable precaution to avoid damage to property and resources of the United States, and diligently to undertake suppression action in the event of fire resulting from the exercise of the privileges herein granted.
22. The permittee shall be responsible for the prevention and control of soil erosion and gulying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.
23. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
24. The permittee 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 permittee of the privileges thereof.
25. Unless sooner terminated or revoked in accordance with the provisions of the permit, this permit shall expire and become void upon issuance of a new authorization or one year after publication of regulations by the Secretary of Agriculture under the provisions of Title V, P.L. 94-579, whichever comes first, but a new authorization to occupy and use the same National Forest land will be issued provided the permittee will comply with the then-existing rules and regulations governing the occupancy and use of National Forest lands.

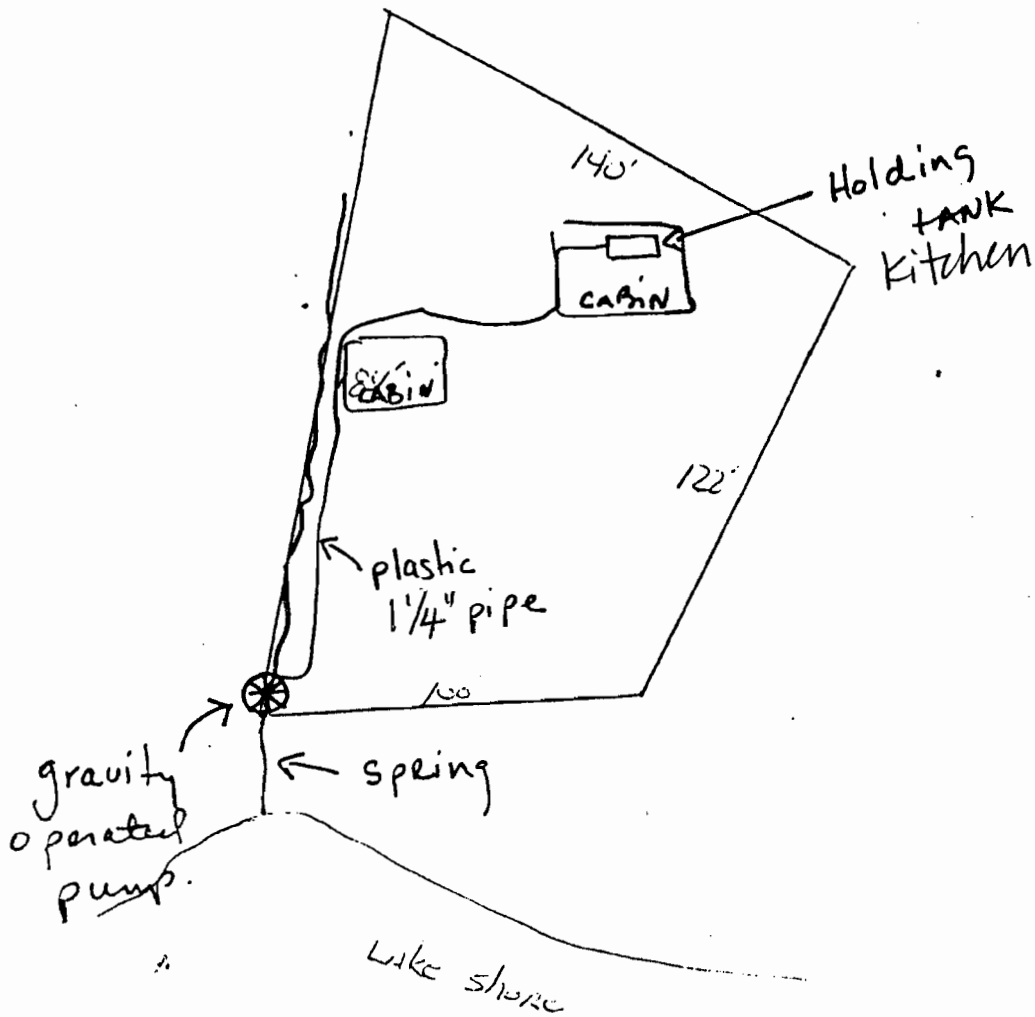
Tract J Lot 7

1" = 50'



TRACT J Lot 7

1" = 50'



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WATER RESOURCES DEPT
SALEM, OREGON



File #:

Oregon Water Resources Department

Application Supplement for Human Consumption & Livestock Uses

For water use permit applications within or above scenic waterways, or from streams for which water is not available due to required instream flows, the Department may issue limited permits for human consumption and livestock uses. Human consumption use is limited to use of water for drinking, cooking, and sanitation, and does not include other uses such as lawn or garden watering or other related water uses.

In order to issue a permit to you for human consumption or livestock use, the Department must find that you cannot reasonably obtain water from any other source. For human consumption, an additional finding must be made that denial of the water right would result in loss of reasonable expectations for use of your property. For livestock use, additional findings must be made that issuance of a permit is necessary to prevent the livestock from watering in or along the stream bed and that you have excluded livestock from the stream and the adjacent riparian zone.

Please answer the following questions, and sign and return this form to Oregon Water Resources Department, 725 Summer St NE Ste A, Salem OR 97301-1266.

1. Can you reasonably obtain water from any other source? YES / **NO**
(circle one)

If not, please describe why each of the following options are not reasonable:

- a. Groundwater, such as a well on yours or a neighbor's property. (If expense is the reason groundwater is not reasonable, please provide two estimates of the cost.)
Not allowed by USFS to dig well.
lease
- b. Securing stored water from upstream reservoirs.
NA - non available
- c. Trucking water. (If expense is the reason this option is not reasonable, please provide a copy of an estimate of the cost of trucking water.)

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WATER RESOURCES DEPT
SALEM, OREGON

d. Community or municipal water suppliers.

Not available

e. Tying in to a neighboring property's spring.

Not available

g. Transferring existing water rights to your proposed use(s).

what we are trying to do

Please identify any other alternate water sources you have considered, and why they are not feasible:

2. If you are seeking a permit for **human consumption use**, would denial of your application result in loss of reasonable expectations for use of your property?

YES / NO / NOT APPLICABLE

(circle one)

If so, please describe how:

only reasonable water supply

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WATER RESOURCES DEPT
SALEM, OREGON

3. If you are seeking a permit for **livestock use**, is the proposed use necessary to prevent the livestock from watering in or along the stream bed?

YES / NO / NOT APPLICABLE

(circle one)

4. If you are seeking a permit for **livestock use**, have you excluded livestock from the stream and the adjacent riparian zone?

YES / NO / NOT APPLICABLE

(circle one)

Applicant Signature: _____

Date: _____

Applicant Signature: OBENNER

Date: 8/1/08