

103083

BOOK 105 PAGE 39

United States Department of Agriculture Forest Service	Record No. (1-2) 7 0	Region (3-4) 0 6	Forest (5-6) 0 3
SPECIAL USE PERMIT	District (7-8) 0 8	Holder No. (9-12) 5 4 6 3	Kind of Use (13-15) 1 2 3
Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710)	State (16-17) 5 3	Suffix 0 1 County (18-20) 0 5 2	Card No. (21) 1

Permission is hereby granted to ROBERT P. AND KAREN A. SIMMONS
of 35501 S.E. EVERGREEN BLVD., WASHOUGAL, WA 98671
hereinafter called the holder, to use subject to the conditions set out below,
the following described lands or improvements:

Government Mineral Springs Summer Home, Lot 43. T5N, R7E, Sec. 31, W.M.,
Unsurveyed, Skamania County

This permit covers 0.25 acres and/or - miles and is issued for the purpose
of:

Maintaining woodshed and toilet on Lot 43.

1. Construction or occupancy and use under this permit shall begin within -
months, and construction, if any, shall be completed within - months, from the
date of the permit. This use shall be actually exercised at least -- days
each year, unless otherwise authorized in writing.

2. See Clause #18.

3. This permit is accepted subject to the conditions set forth herein, and to
conditions 18 to 34 attached hereto and made a part of this permit.

	Name of holder	Signature of Authorized Officer	Date
HOLDER	ROBERT P. AND KAREN A. SIMMONS	<i>Robert P. Simmons</i>	3/26/87
	Name and Signature	Title	Date
ISSUING OFFICER	<i>W. Williams</i>	ROBERT W. WILLIAMS Forest Supervisor	4/6/87

2700-4 (7/71)

Registered	<i>E</i>
Indexed, Dir	<i>S</i>
Indirect	<i>S</i>
Filmed	
Mailed	

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - BY *AM* 96-001043

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must 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 holder as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraised value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. 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 holder 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 holder, 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 holder 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/her authorized agent.
9. The holder 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 holder, or by any agents or employees of the holder acting within the scope of their agency or employment.
10. The holder shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the holder 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 holder 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 holder fails to removed all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.
13. This permit is not transferable. If the holder through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceedings 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 holder and is willing that his/her future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his/her continued occupancy of the premises may be authorized by permit to him/her if, in the opinion of the issuing officer or his/her successor, issuance of a permit is desirable and in the public interest.
14. In case of change of address, the holder shall immediately notify the forest supervisor.
15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the holder to third parties only with the prior written approval of the forest supervisor but the holder 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.
18. Fee Clause - Recreation Residence Permits

In consideration for this use, the holder shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Two Hundred Sixty-two and 50/100 dollars (\$262.50) for the period from January 1, 1987 to December 31, 1987, and thereafter annually on 1/1/1988 : Provided, however, that the method of fee determination and/or annual fee may be adjusted when determined necessary by the Forest Service in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

19. Late Payment Interest Charge

Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, the cost of processing and handling the overdue payment shall be added to the amount due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

20. Indemnification of United States

The holder 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.

21. Risks and Hazards

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

22. Implied Permission

Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.

23. Esthetics

The holder 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. Personal Recreation Use Defined

Personal recreation use is defined as noncommercial use by the holder, members of his immediate family, and guests. It does not include the use of the facilities to the exclusion of a permanent place of residence elsewhere.

25. Area Access

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

26. Tree and Shrubbery Damage

The damaging of trees and shrubbery is prohibited. Trees may not be cut or damaged in any manner. Signs, wires or other materials may not be nailed or tied to trees without prior approval of the (District Ranger/Monument Manager). The permittee shall also require all visitors to comply with this stipulation.

27. Fireworks

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

28. Animals and Fowl

No animals or fowl, other than household pets, shall be kept upon the premises.

29. Parking Areas

The holder shall restrict all parking to areas approved by the Forest Service.

30. Signs

No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

31. Nonexclusive Use

This permit is not exclusive; that is, the Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.

32. Water Rights

This permit confers no right to the use of water by the holder.

33. Superseded Permit

This permit supersedes a special-use permit designated October 20, 1969 to Howland and Wilma Fleming and signed by Mervin F. Wolf, Acting Forest Supervisor.

34. Long-Term Use.

Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 1987, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than three months prior to said date that such new authorization is desired.

NA
REAL ESTATE EXCISE TAX

MAY 1 1987

PAID NA

Ken R. Wyniger Deputy
SKAMANIA COUNTY TREASURER

FILED FOR RECORD
SKAMANIA CO. WASH
BY Robert P. Stevenson
May 1 10 36 AM '87
E. Mealand
AUDITOR
GARY M. O'CONNOR

Registered ☒
Indexed, Dir ☒
Indirect ☐
Filmed ☐
Mailed ☐