

VOL: 2000 PAGE: 44695
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-44695 * Vol-Page

Printed: 11/02/2000 13:49:16

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Nov. 2, 2000; 1:48 p.m.

RECEIPT NO: 28071

DOCUMENT TYPE: Easement

FEE PAID: \$66.00

NUMBER OF PAGES: 8

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2000-44695-1

OMB No. 0596-0082
Road No. 2000115

**FEDERAL LAND POLICY AND MANAGEMENT ACT
FOREST ROAD EASEMENT**

THIS EASEMENT, dated this 29 day of September, 2000, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Tollgate Property Owners Association, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a road over certain lands or assignable easements owned by the United States in the County of Deschutes, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the payment of an annual use fee paid by Grantee does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a road, whether existing or as constructed or reconstructed, over and across the following described lands in the County of Deschutes, State of Oregon:

T. 14 S., R. 10 E., W.M.
Sec. 31, NE1/4

Said premises are more specifically described by a centerline description contained in Exhibit A attached hereto.

Said easement shall be twenty (20) feet on each side of centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the easement granted.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

Certified Correct to Description
Conditions and Consideration
Date 9/16/2000
Title Forest Road Easement
Landsgesellschaft

Tollgate Property Owners
6100 Tollgate
Sisters, OR
97759

- A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.
- B. Except as hereinafter limited, Grantee shall have the right to use the road for the purposes set forth in clause D, subject to such traffic control regulations and rules as Grantor reasonably may impose upon or require of other users of the road without unreasonably reducing the rights herein granted.
- C. Upon the change of ownership of the Grantee's land served by this road, the rights granted under this easement can be transferred or assigned to the new owner upon written notification to Regional Forester.
- D. This easement shall continue for as long as needed for access to Tollgate Subdivision; provided, that the Grantee shall make no use of the road for hauling forest products or other commercial use of the road until it pays or makes arrangements acceptable to the Grantor to pay its share of the road construction or reconstruction costs; and Provided further, that the Grantor shall review terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect as if included in the original grant.
- E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.
- F. The rights herein conveyed do not include the right to use the road for access to developments for short- or long-term residential purposes, unless and until the Grantor and the Grantee agree upon traffic control regulations, rules, and other provisions to accommodate such use of the road.
- G. Grantee shall pay the Grantor for its share of maintenance cost or perform maintenance, as determined by the Grantor. The maintenance obligation of the Grantee shall be proportionate to total use and commensurate with its use. Any maintenance performed by the Grantee shall be authorized by and shall conform with an approved maintenance plan. In the event the road requires maintenance, restoration, or reconstruction work to accommodate the Grantee's needs, the Grantor shall authorize the work required in the same manner as provided herein for maintenance or in clause E for reconstruction. The Grantee shall perform such work at its own expense.

- H. Grantee shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this easement. The initial payment is set at \$ 80.00 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$ 80.00 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. In addition to the annual payment, the holder shall pay its proportionate share of road costs prior to using the road for commercial use. Failure of the holder to pay the annual payment, late charges, or other fees or charges shall cause the easement to terminate.
- I. 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:

2000.44695-4

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.*)

- J. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.
- K. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.
- L. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.

This easement is granted subject to the following reservations by Grantor:

1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
2. The right to relocate the road on which this use is authorized to the extent necessary to accommodate the management needs of the National Forests.
3. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled.

- 4. The right alone to extend rights and privileges for use of the road and right-of-way to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public; Provided, That the Grantor shall control such use so as not to interfere unreasonably with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than is commensurate with the Grantee's use of the road.

The grant of a right to use the road described in this easement does not create an obligation on the Forest Service of the United States to maintain the road in a usable condition.

The Regional Forester may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Under Secretary for Natural Resources and Environment, the delegation of authority by the Under Secretary for Natural Resources and Environment to the Chief, Forest Service, 7 CFR 2.60, the delegation of authority by the Chief, Forest Service, 47 F.R. 36465, published August 20, 1982, and the delegation of authority by the Regional Forester, Pacific Northwest Region, 58 F.R. 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA

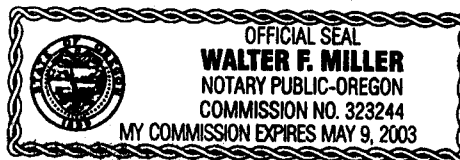
Leslie A. C. Weldon

Leslie A. C. Weldon
 Forest Supervisor
 Deschutes National Forest
 Pacific Northwest Region
 USDA Forest Service

2000.44695.6

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)



On this 29 day of SEPTEMBER 2000, before me, the undersigned, personally appeared LESLIE A.C. WELDON, Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that she is the Forest Supervisor, Deschutes National Forest, Pacific Northwest Region, Forest Service, and that said instrument was signed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Walter F. Miller

Name (Printed) WALTER F. MILLER
Notary Public for the State of OREGON
My Commission Expires MAY 9, 2000

2000-44695-7

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 Area 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.

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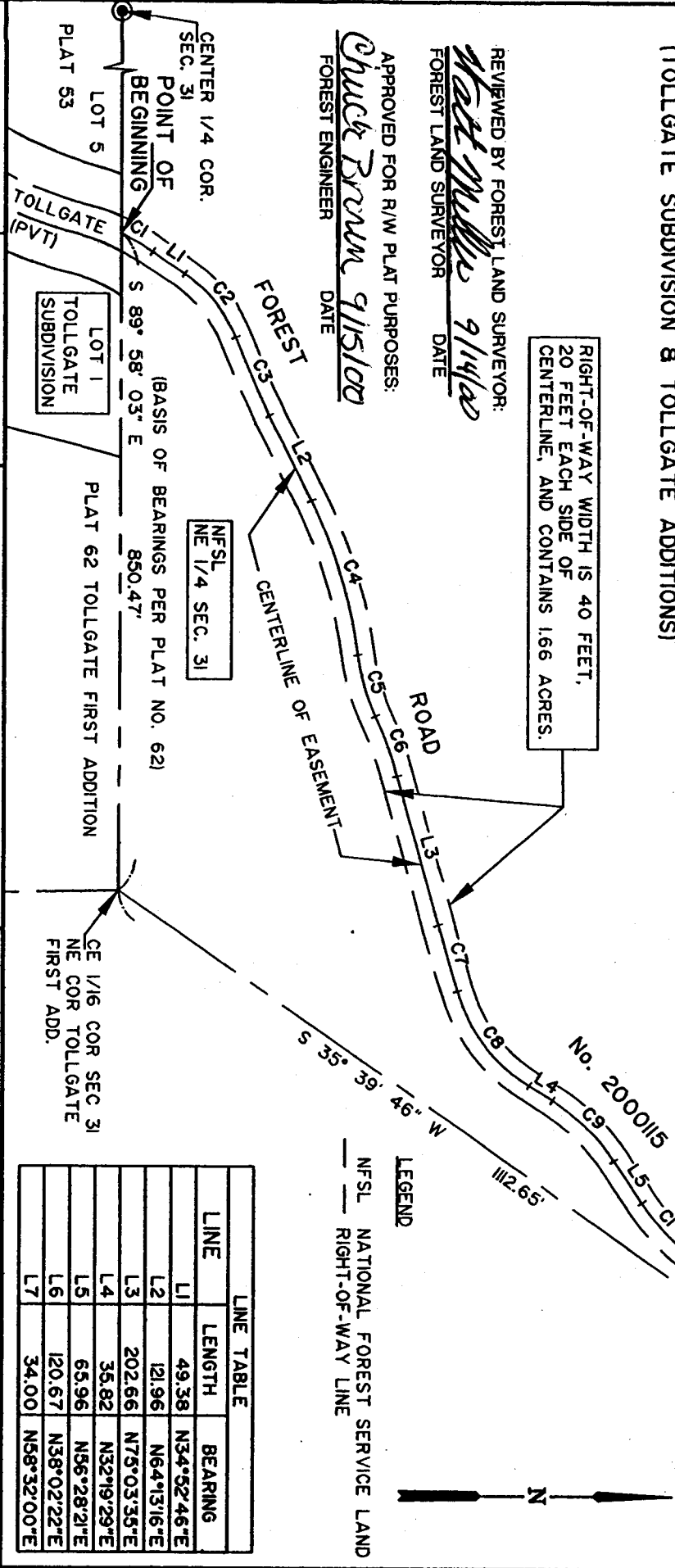
2730 - RIGHT-OF-WAY GRANT
 FEDERAL LAND POLICY AND MANAGEMENT ACT
 FOREST ROAD EASEMENT
 LOCATED IN
 NE1/4 S.31, T14S, R10E, W.M.
 DESCHUTES COUNTY, OREGON
 UNITED STATES OF AMERICA
 DEPARTMENT OF AGRICULTURE
 DESCHUTES NATIONAL FOREST
 TO
 TOLLGATE PROPERTY OWNERS ASSOCIATION
 FOR
 INGRESS AND EGRESS TO PRIVATE LAND
 IN NW1/4, SW1/4 AND SE1/4 OF S31, T14S, R10E., W.M.
 (TOLLGATE SUBDIVISION & TOLLGATE ADDITIONS)

CURVE TABLE				
CURVE	LENGTH	RADIUS	TAN	CHORD
C1	45.56	266.32	22.83	S29°58'48"W, 45.50
C2	105.77	178.37	54.49	S51°52'03"W, 104.23
C3	108.94	1347.00	54.50	N66°32'17"E, 108.91
C4	208.37	638.91	105.12	S73°33'51"W, 207.45
C5	82.22	285.76	41.40	N74°39'50"E, 81.94
C6	82.65	548.10	41.40	S70°44'25"W, 82.57
C7	89.62	4067.04	44.81	N74°25'43"E, 89.62
C8	155.07	214.24	8.11	N53°03'38"E, 151.71
C9	111.88	265.45	56.78	S44°23'55"W, 111.05
C10	99.14	308.15	50.00	N47°15'23"E, 98.71
C11	93.53	261.49	47.27	S48°17'12"W, 93.03

RIGHT-OF-WAY WIDTH IS 40 FEET,
 20 FEET EACH SIDE OF
 CENTERLINE, AND CONTAINS 1.66 ACRES.

REVIEWED BY FOREST LAND SURVEYOR:
Matt Miller 9/14/00
 FOREST LAND SURVEYOR DATE

APPROVED FOR R/W PLAT PURPOSES:
Chuck Brown 9/15/00
 FOREST ENGINEER DATE



NFSL
 NE 1/4 SEC. 31

LOT 1
 TOLLGATE
 SUBDIVISION

DESIGNED BY: SL
 DATE : 8/15/00

DRAWN BY : SL
 SCALE : 1"=200'

CHECKED BY : SAL
 SEC. : C:\DWG

PROJECT NO.: 12388.001.01



EXHIBIT A

RIGHT-OF-WAY GRANT
 TOLLGATE P.O.A.
 SISTERS, OREGON

LINE	LENGTH	BEARING
L1	49.38	N34°52'46"E
L2	121.96	N64°13'16"E
L3	202.66	N75°03'35"E
L4	35.82	N32°19'29"E
L5	65.96	N56°28'21"E
L6	120.67	N38°02'22"E
L7	34.00	N58°32'00"E

LEGEND
 --- NFSL NATIONAL FOREST SERVICE LAND
 --- RIGHT-OF-WAY LINE

1635.00' SOUTH OF MILE POST
 98 (98.31 MILES)

FIGURE

A