

14W509601

U. S. DEPARTMENT OF AGRICULTURE Forest Service	Holder No.	Issue Date	Expir. Date
	5 0 9 6-0 1	11/19/97	--/--/--
	Type Site	Authority	Auth. Type
	7 5 2	6 7 6	-- 1 0 --
FOREST ROAD EASEMENT	Region/Forest/District		State/County
	0 2/ 0 6/ 0 1		0 8/ -- --
Act of October 21, 1976 (PL 94-579); 36 CFR 251.50, et seq	Cong. Dist.	Latitude	Longitude
	--	-- -- -- --	-- -- -- --

THIS EASEMENT, dated this 19th day of November, 1997, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to LAKE AGNES PROPERTY OWNERS ASSOCIATION a CORPORATION of the State of COLORADO, 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 GRAND, State of COLORADO, 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 GRAND, State of COLORADO:

FDR 254.2
T5N R82W 6th P.M.
Southeast 1/4 Section 27
North 1/2 Section 34

The location of the road is shown approximately on Exhibit A attached hereto.

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

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 the property served is used for access to 14 private home sites and one commercial lodge and cabins which are part of the Lake Agnes Property Owners Association. Provided, That the Grantee shall make no use of the road for hauling forest products or any other additional 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. See Exhibit B.

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 \$200.00 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$200.00 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 permittee shall pay its proportionate share of road costs prior to using the road for commercial use. Failure of the Permittee to pay the annual payment, late charges, or other fees or charges shall cause the easement to terminate.

Grantee shall pay an interest charge on any fee amount not paid by the payment due date.

Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury Financial Manual (TFM-6-8020). Interest shall

accrue from the date the fee payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

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

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.

I. 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.

J. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.

K. 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 Deputy Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), on the day and year first above written.

UNITED STATES OF AMERICA

Deputy Regional Forester
Forest Service
Department of Agriculture

CERTIFICATE OF ACKNOWLEDGEMENT

State of Colorado

County of Route

The foregoing instrument was acknowledged before me

this 11th day of Aug., 1997.

Witness my hand and official seal.

Brenda L. Rupnow
Notary Public

My commission expires Jan 8, 2001

This easement is accepted subject to all terms and conditions.

[Signature]
LAKE AGNES PROPERTY OWNERS ASSOCIATION

VICE PRESIDENT

August 18, 1997
DATE

easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, the Grantor, by its Deputy Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, Forest Service, dated August 16, 1982, (47 FR 36465), on the day and year first above written.

UNITED STATES OF AMERICA

TOM THOMPSON
Deputy Regional Forester
Rocky Mountain Region
Forest Service
Department of Agriculture

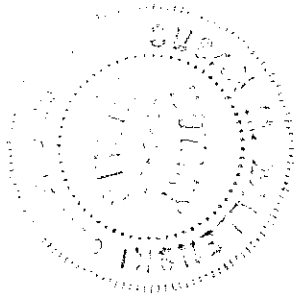
ACKNOWLEDGEMENT

State of Colorado)
) ss:
County of Jefferson)

The foregoing was acknowledged before me this 14 day of November, 1997, by
TOM THOMPSON.


(Signature)
Susan M. Ballenski

My Commission expires 12/31/98

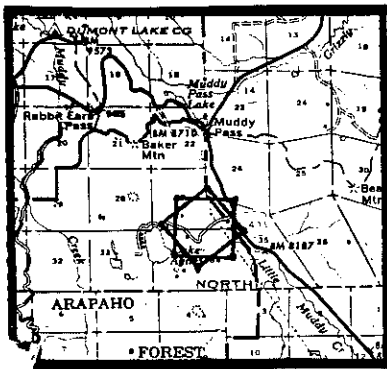


According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.



General Vicinity Map

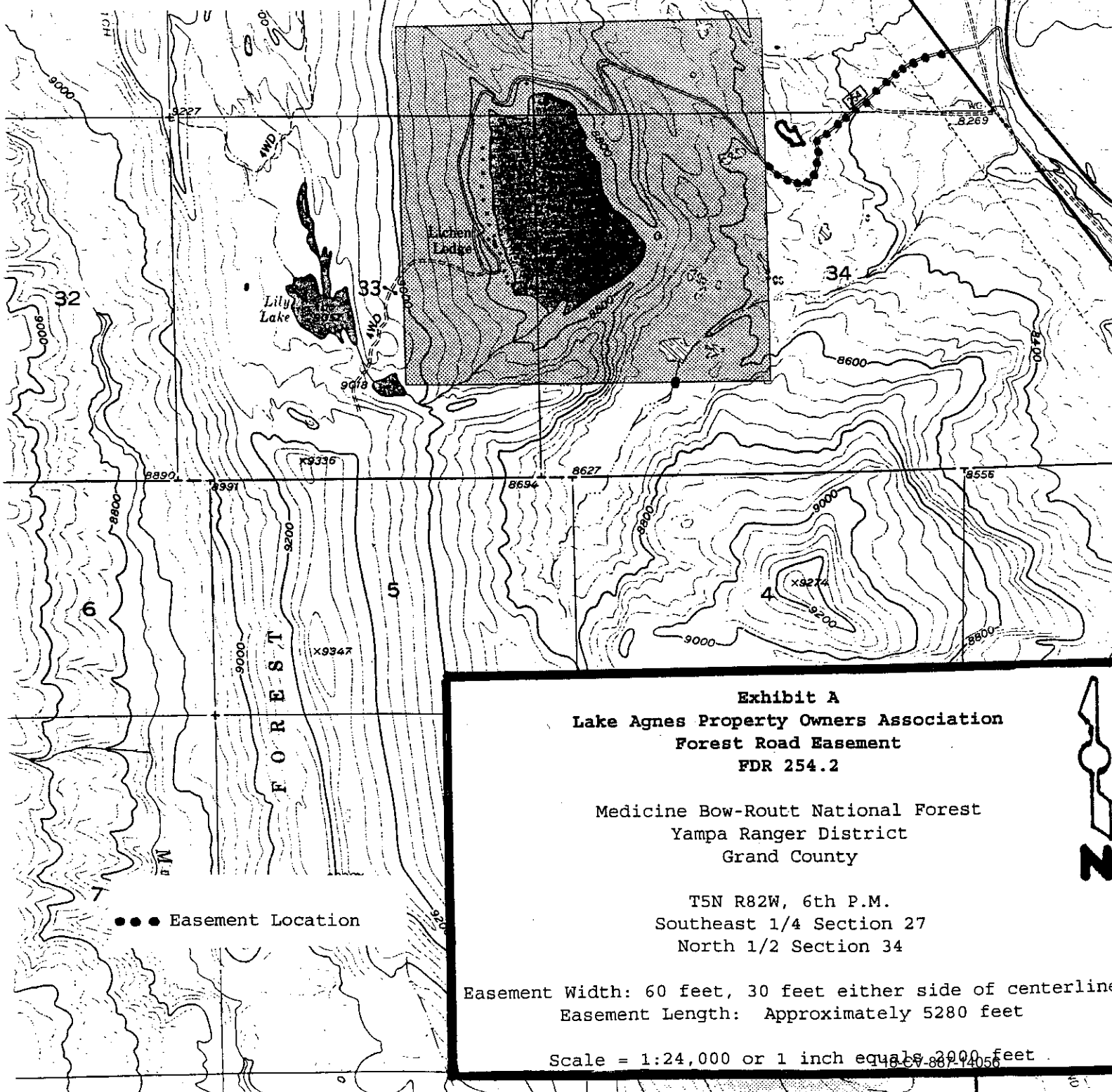


Exhibit A
Lake Agnes Property Owners Association
Forest Road Easement
FDR 254.2

Medicine Bow-Routt National Forest
 Yampa Ranger District
 Grand County

T5N R82W, 6th P.M.
 Southeast 1/4 Section 27
 North 1/2 Section 34

Easement Width: 60 feet, 30 feet either side of centerline
 Easement Length: Approximately 5280 feet

Scale = 1:24,000 or 1 inch equals 2000 feet



Exhibit B
SNOW REMOVAL AND ROAD MAINTENANCE
OPERATING PLAN

SNOW REMOVAL

1. Permittee shall perform snow removal work as follows:

a. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed upon locations.

b. Banks shall not be undercut or shall gravel or other surfacing material be bladed off the road.

c. Ditches and culverts shall be kept functional during operations and upon completion of operations.

d. "Snow Berm" is herein defined as a dike of snow resulting from the permittee's snow removal operations which extends above the surface of the traveled way.

The permittee shall space, construct, and maintain drainage holes in snow berms as necessary to obtain surface drainage and without discharge on erodible fills. In any event, the permittee shall remove snow berms or construct drainage holes at the end of winter operations or before the spring breakup, whichever is sooner. Marking the upper end of culverts will be the responsibility of the permittee before major snow fall.

e. With written approval of Forest Service, dozers may be used to plow snow on roads.

f. ~~Equipment used to plow snow shall be equipped with shoes or runners to keep the blade a minimum of 2 inches above the road surface unless agreed otherwise.~~

g. The Forest Service shall notify the permittee in writing if surfacing material has been bladed off the road. The notice shall state the number of road miles and the cubic yard equivalent of surfacing bladed off. The Forest Service shall determine and calculate damage due to gravel loss. Upon such notice, the permittee shall replace the surfacing material in kind not later than 90 days unless otherwise agreed in writing.

h. Following the spring breakup the permittee will perform the such maintenance of the road as determined necessary by Forest Service as soon as it is dry enough to blade. Such work shall include surface maintenance to remove ruts and other irregularities that would prevent normal road surface runoff, and clearing of drainage ditches and culverts to insure satisfactory functioning of the road drainage system.

Exhibit B, continued

MAINTENANCE

Maintenance, as used herein, does not include repairs of an extraordinary and nonrecurring nature. Maintenance work shall consist of the following:

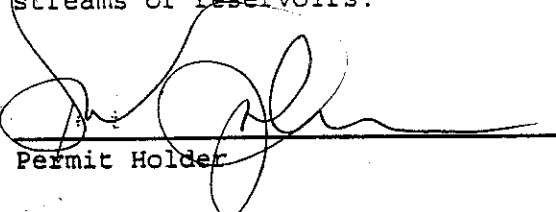
a. Remove slides, boulders, fallen timber, overhanging brush, and other material obstructing safe road sight distance on single user roads.

b. Keep drainage channels, ditches, culverts and rolling dips clear of debris and functioning as intended.

c. Repair fences, maintain and clear cattle guards, culverts, bridges and other road structures where damage is caused by permittee due to snow removal or other activity by permittee.

d. Maintain the road at it's original cross section. Earth and debris from side ditches, slides, or other sources shall not be left on the road or mixed into the surface portions of the road. Banks shall not be undercut nor shall gravel or other selected surfacing material be removed off the surfaced width.

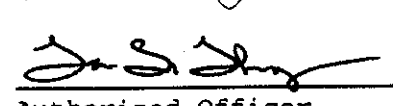
e. Material from slides or other sources requiring removal from the road shall not be deposited in streams and stream channels or at locations where it will wash into streams and cause damage through silting or obstructing of streams or reservoirs.



Permit Holder

8/11/97

Date



Authorized Officer

11/19/97

Date

Reply to: 2730-3

Date: August 27, 1997

Subject: FLPMA Forest Road Easement
Lake Agnes Property Owners Association, Inc.

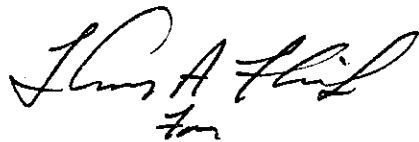
To: Forest Supervisor

Enclosed are the following documents:

1. Special Use Application (FS 2700-3) for FLPMA Forest Road Easement.
2. Warranty Deed.
3. Signed FLPMA Forest Road Easement.
4. Resolution of Board of Directors authorizing the filing of the easement.
5. Articles of Incorporation.
6. Current List of Property Owners.
7. Certificate of Good Standing, State of Colorado.

As noted in the January 26, 1994 memo from the Regional Forester, this easement can be issued without the 30-day notice and comment period, without a decision memo, and without the action being subject to appeal. The granting of this right-of-way easement does not involve extraordinary circumstances as defined in FSH 1909.15, Section 30.3, is in the public interest and complies with the Forest Plan.

Please review these documents and forward on to the Regional Forester for review and approval. Thank you.



KATHY M. KURTZ
District Ranger

FILE COPY

CJC:cc

Enclosures



UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Middle Park Ranger District
Kremmling, Colorado 80459

REPLY TO: 2730 Rights-of-Way

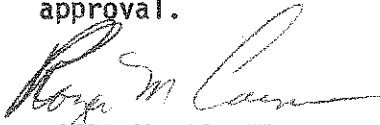
November 24, 1980

SUBJECT: Lichen Resort Class D Road Permit

TO: Forest Supervisor, Routt N.F.



Enclosed is a Special Use Application and Environmental Assessment for a Class D Road Permit for Lichen Guest Ranch for your review and approval.


ROGER M. CORNER
District Ranger

Enclosures

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
S.O.

REPLY TO: 2730 - Right-of-Way Grants

February 3, 1981

SUBJECT: Class D Road Permit
Lake Agnes Properties

TO: District Ranger, Middle Park



The Special Use Permit and approved Environmental Assessment covering the Lichen Road is enclosed. Would you please obtain the name of the representative of Lake Agnes Properties for our records. After obtaining the permittee's signature on the permit and operating plan, return to the S.O. for approval. Documentation of the formation of the Lake Agnes Property Owners Association will be required before the permit can be in effect.

For *Rept. D. Clark*
JACK WEISSLING
Forest Supervisor

Enclosures

MIDDLE PARK RANGER DISTRICT	
RECEIVED	
FEB 4 1981	
Ranger	☒
TM-Fire Staff	☒
TM-Assist	☒
Sm. Sales	☒
TSi-Ref	☒
For Tech	☒
Range-Wildl	☒
Range Asst	☒
Rec-Lands Staff	☒
Red. Asst	☒
Admin Asst	☒
Clerk	☒
Recpt	☒