

Authorization ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Use Code: #USE_CODE# _____

FS-2700-9a (05/09)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
AGRICULTURAL IRRIGATION AND LIVESTOCK WATERING SYSTEM EASEMENT
AUTHORITY:
#AUTHORITY_NAME#

THIS EASEMENT issued this [] day of [] by the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called the grantor, to #HOLDER_NAME# a [] of the State of [] hereinafter called the holder(s).

The Holder has applied for an easement under Section 501 of the Federal Land Policy and Management Act of October 21, 1976, as amended by P. L. 99-545 (90 Stat. 2743; 43 U.S.C. 1761), for agricultural irrigation or livestock watering system facilities located on lands owned by the United States on the [] National Forest, in the County(ies) of [], State of []. The description of the authorized facilities is as follows:

Project Name: []

Location (legal description): []

[] #TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#,
#SECOND_DIVISION# #SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION# #THIRD_DIV_NAME_NUMBER#

User Note – “Description of Improvements”: (e.g.headgate/diversion/collection box/ditch/pipeline/dam/reservoir; describe materials and physical dimensions of constructed facilities on NFS lands.) Delete these instructions prior to printing.

Description of Improvements: #PURPOSE#

Length of Easement (for linear featured facilities): []

Width of Easement (for linear featured facilities): []

Area of National Forest Lands Occupied (acres associated with either linear or non-linear features, such as reservoirs): #USE_ACRES#

Upon acceptance of this easement the holder relinquishes all right, title, and interest in and to any easement issued for the same lands by the United States by any previous grant or permit.

The United States does hereby grant, subject to valid existing rights, an easement for occupancy with water conveyance system facilities of lands [] contained in Exhibit [], attached hereto and incorporated herein, as provided by the holder and hereby accepted by the authorized officer.

This easement is issued subject to the following terms, provisions, and conditions applicable to the holder, its permittees, contractors, assignees, and successors in interest.

1. Authorized Use. This easement authorizes only the right-of-way and water conveyance system facilities as constructed and operated on October 21, 1976, as specified herein.
2. Extensions or Enlargements. This easement does not authorize extensions or enlargements of the water conveyance system.
3. Fees. This easement is issued free of charge.
4. Transferability. This easement is fully transferable provided the water conveyance system facilities are used for agricultural irrigation or livestock watering. The holder shall notify the grantor within sixty (60) days of any address change or change in ownership.
5. Tenure. This easement shall continue for as long as the above described lands and water conveyance system facilities are used, operated, and maintained in accordance with the terms and conditions herein described.
6. Operation and Maintenance.
 - a. The holder agrees to operate and maintain the facilities and use the authorized easement in accordance with applicable Federal, State, and local laws, regulations, and standards.
 - b. The holder shall notify, consult with, and obtain concurrence of the grantor for operation and maintenance of the authorized facilities.
 - c. The holder agrees to install and maintain an operable headgate at each diversion structure. Such headgate shall be capable of controlling the amount of water entering the system.
 - d. The holder will not use fire or herbicides on the authorized right-of-way except as permitted in writing by the grantor.
 - e. Pursuant to the requirements of 36 CFR 251.56(b)(1)(v), the terms and conditions for operation and maintenance set forth in this section, and any operations and maintenance plan incorporated in this easement pursuant to paragraph (f) of this section, may be revised or modified by the authorized officer upon determination that:
 1. Modification or revision of such terms and conditions is necessary to comply with the requirements of the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq*) or applicable State or Federal law.
 2. Terms and conditions contained herein are no longer needed to comply with the requirements of applicable State or Federal law.

USER NOTE: ITEM "f" BELOW IS OPTIONAL.

Selection item 1: Select when operation and maintenance plan is attached.

- f. The holder agrees to operate and maintain the facilities and use the authorized easements in accordance with the attached operation and maintenance plan.

Selection item 2: Select this item to avoid having paragraph 6(f) appear in the authorization.

7. Emergency Repairs.

- a. Except for emergency repairs required to protect the environment, property of the United States, or public health and safety, the holder may not use materials on National Forest System lands outside the easement prior to

obtaining written authorization and paying for the materials to be used. The holder's use of material within the easement is limited to maintenance of the water conveyance system facility.

b. If the water conveyance system facilities authorized by this easement are allowed to deteriorate to the point of threatening persons or property, and the holder, after notification by the grantor, refuses to perform the repairs and maintenance required to remove the threat to persons or property, the grantor shall have the right to undertake such repair and maintenance and to assess the holder for the costs of such repair and maintenance, regardless of whether the grantor had required the holder to furnish a bond or other security.

8. Indemnification.

a. The holder assumes all risk of loss to the authorized improvements.

b. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

9. Liability. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this easement. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

10. Site Restoration. The holder shall, upon termination or revocation of this easement, stabilize the site as required by the grantor. If the holder does not stabilize the site, the holder agrees to pay the costs of such stabilization if undertaken by the grantor.

The foregoing notwithstanding, this easement is granted subject to the following reservations by the grantor, for itself, its permittees, contractors, and assigns.

11. Nonexclusive Use. The grantor reserves the right to use or permit others to use the easement area, provided such use does not unreasonably interfere with the rights and privileges hereby authorized.

12. Revocation and Termination. The grantor may take action to revoke this easement pursuant to 7 CFR 1.130 through 1.151 for noncompliance with applicable statutes or regulations or the terms and conditions of this easement. This easement also may be revoked with the consent of the holder, or if the holder fails to exercise the rights and privileges authorized for any continuous period of five (5) years or more. This easement also terminates according to its terms if the holder uses the water conveyance system for any purpose other than agricultural irrigation or livestock watering.

13. Special Provisions.

USER NOTE FOR "C" CLAUSE

Selection item 1: Use the following clause for authorizations located within the drainages of the Colorado River when the effective date of the water right occurs after December 31, 1928.

c. Colorado River Drainage. This easement is issued subject to the Colorado River Compact and the Boulder Canyon Project Act of December 31, 1928 (45 Stat. 1057 et. seq.).

Selection item 2. Select this box to have nothing appear in the document when "c" is not applicable.

USER NOTE:

Add additional provisions here to address local conditions. Delete these instructions prior to printing.

#INSERT TERM HERE#

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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.