

Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#  
Expiration Date: #EXPIRATION\_DATE#  
Use Code: #USE\_CODE#

FS-2700-4j (v09/12)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**ELECTRIC TRANSMISSION LINE PERMIT**

**AUTHORITY:  
Section 501(a)(4) of the Federal Land Policy and Management Act,  
43 U.S.C. 1761(a)(4)**

**<Delete all user notes before printing.>**

**<Use this form for electric transmission lines that are operated by a federal entity or that qualify for financing under the REA.>**

This electric transmission line permit for the **[capacity and name of transmission line]** (the permit), dated \_\_\_\_\_, is issued by the United States Department of Agriculture, Forest Service (the Forest Service), to **[name of entity]** (the holder).

This permit gives the holder, subject to existing rights-of-way and other valid outstanding rights, a non-exclusive right-of-way for an electric transmission line ("right-of-way"), consisting of towers, poles, or other structures (including all necessary foundations, footings, cross-arms, and other fixtures), cables, and underground and overhead wires, for the transmission of electric energy and communications in conjunction with the authorized operations (hereinafter "transmission facilities").

This right-of-way is located across National Forest System lands in the County(ies) of \_\_\_\_\_, State of \_\_\_\_\_. This right-of-way is \_\_\_\_\_ feet wide and \_\_\_\_\_ [feet/miles] long and covers approximately \_\_\_\_\_ acres in the #TOWNSHIP\_SECT\_RANGE# #FIRST\_DIVISION# #FIRST\_DIV\_NAME\_NUMBER#, #SECOND\_DIVISION# #SECOND\_DIV\_NAME\_NUMBER#, #THIRD\_DIVISION# #THIRD\_DIV\_NAME\_NUMBER# (hereinafter "the permit area"), as shown on the map attached as Appendix A.

In addition, this permit gives the holder:

1. The right of ingress to and egress from the permit area along private roads and trails that are necessary to access the permit area (hereinafter "access roads and trails"), listed in Appendix B, and the right to construct, reconstruct, and maintain the access roads and trails, in accordance with the following provisions:

- a. All plans for development, layout, construction, reconstruction, or alteration of access roads and trails, as well as revisions to those plans, must be prepared by a professional engineer (PE) or other qualified professional acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.
- b. The Forest Service does not have an obligation to maintain the access roads and trails.
- c. The rights granted in this clause shall be subordinate to any right-of-way on an access road or trail subsequently granted by the United States to a local public road authority for a public road, provided that the holder shall continue to have access to that right-of-way to operate and maintain the

transmission facilities, manage vegetation, and address public safety related to the transmission facilities.

2. The right to install, maintain, and use gates and fences in the permit area with the prior written approval of the authorized officer. All gates shall have reflective markings in accordance with Forest Service Engineering Manual EM 7100-15.

The following are attached to and incorporated into this permit:

- APPENDIX A: Maps, Surveys, Plats, Site Plans, and Engineering Drawings of the Permit Area
- APPENDIX B: List and Location of Access Roads and Trails
- APPENDIX C: Operating Plan
- APPENDIX D: List and Location of Ancillary Structures Other Than Roads, Towers, Poles, and Lines

This permit is issued subject to the following terms and conditions.

## **I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to Section 501(a)(4) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(4), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the [Regional Forester or Forest Supervisor] or a subordinate official with delegated authority.

### **<USER NOTES FOR CLAUSE I.C.>**

**<Include the following clause I.C for holders operating under a FERC license. Delete the remaining clause I.C.>**

**C. TERM.** This permit shall expire at midnight on \_\_\_\_\_ [insert date holder's FERC license expires], the date the holder's license from the Federal Energy Regulatory Commission expires.

**<Include the following clause I.C for holders that are not operating under a FERC license. Delete the remaining clause I.C.>**

**C. TERM.** This permit shall expire at midnight on [insert date permit expires], [up to 50 years, and normally 50 years for federal entities, depending on application of the criteria in 36 CFR 251.56(b)(1)] from the date it is issued.

**D. RENEWAL.** The use and occupancy authorized by this permit shall be renewed upon expiration, provided that, as determined by the authorized officer, (1) the holder desires to renew this permit; (2) the transmission facilities are still being used for the purposes authorized; (3) the transmission facilities are being operated and maintained in accordance with all the provisions of the permit; and (4) the holder is in compliance with all the terms and conditions of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 215. The authorized officer shall review this permit every 10 years from the date of issuance and shall amend the permit in whole or in part when deemed necessary or appropriate by the authorized officer to reflect changes in applicable law, regulation, directive, the applicable land management plan, projects or activities implementing the plan, or other circumstances.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. RESERVATIONS.** All rights not specifically granted to the holder are reserved to the Forest Service, including:

1. The right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.
2. The right to use, administer, and dispose of all natural resources and improvements other than the transmission facilities, including the right to use roads and trails and authorize rights-of-way and other uses in the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the Forest Service agree are necessary to protect public health and safety, property, and the installation and operation of the transmission facilities, the permit area shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

**I. TRANSFER OF TITLE TO THE IMPROVEMENTS**

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.
2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

**<USER NOTES FOR CLAUSE I.J>**

**<Delete this clause if the permit is not issued to a business entity.>**

**J. CHANGE IN CONTROL OF THE BUSINESS ENTITY**

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.
  - a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.
  - b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.
  - c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

**<USER NOTES FOR CLAUSE I.K>**

**<Use this clause only if the permit is issued to a federal entity.>**

**K. CONVEYANCE OF LANDS COVERED BY THIS PERMIT**. The authorized officer shall give the holder at least 90 days prior written notice of any pending conveyance of the lands covered by this permit. With the holder's consent, the Forest Service may convey the lands covered by this permit without reserving the right-of-way granted by this permit. If the holder does not consent to conveyance without reservation of the right-of-way, the Forest Service may convey the lands covered by this permit only if the lands are subject to the right-of-way granted by this permit.

**II. IMPROVEMENTS**

**A. LIMITATIONS ON USE**. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

**B. PLANS**. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans, must be prepared by a PE, architect, landscape architect, or other qualified professional based on federal employment standards who is acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

**C. RELOCATION**. This permit is issued with the express understanding that should future location of federally owned improvements or road rights-of-way require relocation of the transmission facilities, the relocation will be conducted by and at the expense of the holder within a reasonable period specified by the authorized officer.

**III. OPERATIONS**

**A. OPERATING PLAN**

1. Preparation. The holder shall prepare an operating plan in consultation with the authorized officer or the authorized officer's designated representative. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as Appendix C. The operating plan shall be reviewed and updated as necessary by the holder and reapproved by the authorized officer at least every 5 years.

2. Contents. The operating plan shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. At a minimum, the operating plan shall address access to and operation and maintenance of the transmission facilities, including

dates or season of operations; activities and procedures to prevent and control the spread of invasive species; a vegetation management plan; any plan for pesticide use developed pursuant to clause V.E; and restrictions on use, such as fire restrictions, established by the Forest Service.

3. Vegetation Management Plan. The vegetation management plan shall enumerate criteria and methods for removal, destruction, and trimming of vegetation that are in conformance with generally accepted practices for vegetation management. In addition, the vegetation management plan shall provide for integration of native, non-invasive vegetation that does not interfere with the transmission facilities and that promotes their reliability, reduces their maintenance costs, and is compatible with the aesthetics and health of the native plant and animal life in the permit area.

## **B. REMOVAL AND PLANTING OF VEGETATION**

1. Non-Emergency Removal. Except as provided in emergencies pursuant to clause III.B.2, trees, shrubs, grasses, and other plants may be removed, destroyed, or trimmed only in accordance with the vegetation management plan in Appendix C and only after the authorized officer or the authorized officer's designated representative has marked or otherwise identified what may be removed, destroyed, or trimmed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the \_\_\_\_\_ National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Planting of trees, shrubs, and other plants in the permit area must have prior written approval from the authorized officer.

2. Emergency Removal. When trees, shrubs, grasses, or other plants have compromised or threaten to compromise a power line and there has been loss of power or loss of power is imminent, the holder may remove, destroy, or trim the trees, shrubs, grasses, or other plants in accordance with the vegetation management plan in Appendix B without the trees, shrubs, grasses, or other plants being marked or otherwise identified by the authorized officer or the authorized officer's designated representative. The holder shall notify the authorized officer as soon as possible of any emergency removal under this clause.

**C. USE OF NATIONAL FOREST SYSTEM ROADS AND TRAILS**. The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the operating plan.

## **D. RESERVATION OF EXCESS CAPACITY AND LEASING**

1. Reservation of Excess Capacity. This permit authorizes use of transmission facilities, including fiber optic cable, conduit space, or space within fiber optic regeneration or amplification sites (fiber optic facilities), solely for the holder's use in direct support of the holder's authorized operations. The holder may reserve transmission facilities authorized by this permit for the holder's expansion and may utilize the reserved transmission facilities during the term of this permit without additional approval from the authorized officer. Leasing of transmission facilities by third parties is not authorized by this permit, except as provided in clause III.D.2.

2. Lease of Operation and Maintenance of the Transmission Facilities. Leasing of operation and maintenance of transmission facilities authorized by this permit must have prior written approval from the authorized officer. The Forest Service reserves the right to disapprove requests to lease transmission facilities. The holder shall remain responsible for the lessees' compliance with all the terms and conditions of this permit. The holder shall pay a land use fee of \$[amount] for the lessees' use of transmission facilities, provided that the lessees are not exempt from a land use fee. The land use fee for any leased transmission facilities shall be adjusted annually in accordance with the fee schedule in 43 CFR 2806.20. The holder shall include in the lease provisions requiring the lessee to

obtain liability insurance for the lessee's operation or use of the transmission facilities that names the United States as an additional insured.

3. Transmission Facility Map. Upon request, the holder shall submit to the authorized officer a transmission facility map reflecting ownership of and leases for operation and maintenance for all authorized transmission facilities, which shall be attached to this permit as an appendix. The transmission facility map must specify the total number of transmission facilities (for fiber optic cable, the total number of installed conduits and fibers); the total number of transmission facilities (for fiber optic cable, the total number of conduits and fibers) in active use; and the type of use (holder's, commercial, or public purpose) for transmission facilities (for fiber optic cable, for conduits and fibers) in active use. The authorized officer may request any additional information from the holder deemed necessary for proper administration of the leased transmission facilities. The holder shall update the transmission facility map annually as necessary.

4. Lease of the Transmission Facilities for Financing Purposes. The holder may lease for financing purposes transmission facilities that are owned by the holder, while continuing to operate and maintain those transmission facilities, without the prior written approval of the authorized officer, provided the holder gives prior written notice of the lease to the authorized officer.

**E. CONDITION OF OPERATIONS**. The holder shall maintain the transmission facilities and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

**F. GROUND SURFACE PROTECTION AND RESTORATION**. The holder shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (e.g., by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

**G. PREVENTION AND CONTROL OF INVASIVE WEEDS AND EXOTIC PLANTS**. The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by [name of federal, state, or local authority]. The holder shall follow prevention and control measures prescribed by [name of federal, state, or local authority]. When deemed necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

**H. INSPECTION BY THE FOREST SERVICE**. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

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#### **IV. RIGHTS AND LIABILITIES**

**A. VALID OUTSTANDING RIGHTS**. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the holder for the exercise of any such right.

**B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**C. SERVICES NOT PROVIDED.** This permit is for the use and occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, association, or individual.

**<USER NOTES FOR THE REMAINING CLAUSES IN SECTION IV>**

**<Use the following clauses IV.D through IV.F when issuing a permit to federal entities, and delete clauses IV.D through IV.J that follow.>**

**D. RISK OF LOSS.** The grantee assumes all risk of loss to the transmission facilities. Loss to the transmission facilities may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the transmission facilities are destroyed or substantially damaged, the authorized officer shall conduct an analysis in consultation with the holder and other affected agencies to determine whether the transmission facilities can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**E. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**F. LIABILITY FOR INJURY.** As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with use of the right-of-way. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the right-of-way. The Forest Service is exempt from any liability, other than administrative costs, that may arise in connection with use of the right-of-way.

**<Include the following clauses IV.D through IV.J in permits issued for facilities that qualify for financing under the REA, and delete clauses IV.D through IV.F above.>**

**D. RISK OF LOSS.** The holder assumes all risk of loss to the transmission facilities. Loss to the transmission facilities may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the transmission facilities are destroyed or substantially damaged, the authorized officer shall, in consultation with the holder and other affected agencies, conduct an analysis to determine whether the transmission facilities can be safely used in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**E. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from

damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.E and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use and occupancy of the permit area. Compensation 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, and all associated administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

3. The holder shall be liable for damage other than ordinary wear and tear caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.E.1.

**F. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**G. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws



and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**<USER NOTES FOR CLAUSE IV.H>**

**<The amount of strict liability in tort must be determined by a risk assessment and may not exceed \$1 million. Insurance may be appropriate to cover strict liability in tort, as well as liability based on negligence.>**

**H. STRICT LIABILITY.** The holder shall be strictly liable (liable without proof of negligence) to the United States for \$[amount up to \$1 million] per occurrence for any injury, loss, or damage arising in tort under this permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

**I. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to [mailing address of administering office]. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

**<Select the following clause IV.I.1 for insurance policies with separate limits of coverage for personal injury or death and third-party property damage.>**

1. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$[amount] for injury or death to one person per occurrence;

\$[amount] for injury or death to more than one person per occurrence; and

\$[amount] for third-party property damage per occurrence.

**<Select the following clause IV.I.1 for insurance policies with combined single limits of coverage for personal injury or death and third-party property damage.>**

1. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$[amount] as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be

established case by case by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

**J. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

**<USER NOTES FOR CLAUSES IV.J.1, IV.J.2, and IV.J.3>**

**<Delete clauses IV.J.1, IV.J.2, and IV.J.3 when a bond is not required.>**

1. As a further guarantee of compliance with the terms and conditions of this permit, the holder shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of bond amount for specify obligations covered. The authorized officer may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount as appropriate. If the bond or other security becomes unsatisfactory to the authorized officer, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the authorized officer. If the holder fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.

2. The bond shall be released or other security returned 30 days after (a) the authorized officer certifies that the obligations covered by the bond or other security are met and (b) the holder establishes to the satisfaction of the authorized officer that all claims for labor and material for the secured obligations have been paid or released.

3. Prior to undertaking additional construction or alteration not covered by the bond or other security, or when the transmission facilities are to be removed and the permit area restored, the holder may be required to obtain additional bonding or security.

**V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, CERCLA, as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

**B. WATER POLLUTION.** No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

**C. ESTHETICS.** The holder shall protect the scenic esthetic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the transmission facilities.

**D. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

**E. PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, or fish without the prior written approval of the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**F. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

**H. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 *et seq.*, as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these areas by the holder or the Forest Service shall be promptly reported to the other party.

**I. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials in the permit area without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

**<USER NOTES FOR CLAUSES V.I.1 AND V.I.2>**

**<Add clauses V.I.1 and V.I.2 when consenting to store hazardous materials.  
Otherwise, omit them.>**

1. The holder shall identify to the authorized officer any hazardous material to be stored in the permit area. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause IV.E onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer may specify conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources

**J. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer, of any oil discharge or of the release of a CERCLA hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer upon knowledge of any release or threatened release of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management of the United States.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service free and clear of contamination.

**K. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials in the permit area, upon revocation or termination of this permit the holder shall provide the authorized officer with a report certified by a professional or professionals acceptable to the authorized officer that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

**VI. LAND USE FEE.** The holder is exempt from land use fees under federal law and regulation.

## VII. REVOCATION, SUSPENSION, AND TERMINATION

### <USER NOTES FOR CLAUSE VII>

<Use the following clause VII.A when issuing a permit to federal entities, and delete the clause VII.A that follows.>

**A. REVOCATION AND SUSPENSION.** The authorized officer may not revoke or suspend this permit without the consent of the head of the agency that holds this permit.

<Include the following clause VII.A in permits issued for facilities that qualify for financing under the REA, and delete the clause VII.A above.>

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with applicable federal, state, or local laws and regulations.
2. For noncompliance with the terms of this permit.
3. For failure to exercise the rights or privileges granted.
4. With the consent of the holder.
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

Prior to revocation or suspension under clause VII.A, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, not to exceed 90 days, to cure any noncompliance.

<Include clause VII.B in permits issued for facilities that qualify for financing under the REA. In permits issued to federal entities, delete clause VII. B, and renumber the remaining clauses in section VII.>

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. For example, this permit terminates upon expiration or upon a change in ownership of the transmission facilities. Termination of this permit does not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

### <USER NOTES FOR CLAUSE VII.E>

<Include the following clause VII.E in permits issued for facilities that qualify for financing under the REA, and delete the remaining clause VII.E.>

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL.** Upon revocation of this permit or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements in the permit area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the permit area to the satisfaction of the authorized officer. If the holder fails to remove all structures or improvements in the permit area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

<Include the following clause VII.E in permits issued to federal entities, and delete the remaining clause VII.E.>

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL.** Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove within a reasonable period prescribed by the authorized officer all structures and improvements installed by the holder in the permit area and shall restore the site to the satisfaction of the authorized officer.

<USER NOTES FOR CLAUSE VII.F>

<Include the bracketed language in permits issued for facilities that qualify for financing under the REA. Otherwise, delete it.>

**F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.** Notwithstanding the termination or revocation of this permit, its terms and conditions shall remain in effect and shall be binding on the holder [and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied].

## **VIII. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The Forest Service and the holder shall keep each other informed of current mailing addresses.

<USER NOTES FOR CLAUSE VIII.C>

<Include the following clause VIII.C for permits that are superseding an authorization. Delete the remaining clause VIII.C.>

**C. SUPERSEDED AUTHORIZATION.** This permit supersedes an authorization designated [name or authorization ID], dated \_\_\_\_\_.

<Include the following clause VIII.C when the transmission facilities have been severed from a FERC license. Delete the remaining clause VIII.C.>

**C. SEVERENCE FROM A FEDERAL ENERGY REGULATORY COMMISSION LICENSE.** Per a decision issued by the Federal Energy Regulatory Commission, the transmission facilities have been severed from Federal Energy Regulatory Commission license [license number], dated \_\_\_\_\_.

**D. SUPERIOR CLAUSES.** If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**<If necessary, add clauses to address site-specific circumstances.>**

**THIS PERMIT IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.**

**BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.**

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HOLDER NAME, PRECEDED BY NAME AND TITLE DATE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE
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APPROVED:

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NAME AND TITLE OF AUTHORIZED OFFICER DATE	SIGNATURE
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**<Attach operating plan, maps, and other appendices.>**

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 address public health and safety concerns. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Federal Land Policy and Management Act of 1976, which authorizes the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. This statute authorizes 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 collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update an operating plan; 1 hour per response for inspection reports; and 1 hour for each request that may include such things as reports, logs, facility and user information, and other similar miscellaneous information requests. These averages include the time for reviewing instructions, searching 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 United States Department of Agriculture, Clearance Officer, OCIO, 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.