

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

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

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
FOREST ROAD EASEMENT ISSUED UNDER THE FEDERAL LAND POLICY AND MANAGEMENT ACT
Act of October 21, 1976, (P.L. 94-579);
36 CFR 251.50, et seq

THIS EASEMENT, dated this [] day of [], from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to #HOLDER_NAME# a [] of the State of #HOLDER_STATE_NAME# 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 [], State of [], 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 [], State of [], #TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#, #SECOND_DIVISION# #SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION# #THIRD_DIV_NAME_NUMBER#

The location of the road is shown approximately on Exhibit [] 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.

USER NOTE FOR CLAUSE "D"

The first selection item is the standard "D" clause for this authorization. The following selections incorporate the alternative wordings stated in FSH 2709.12, section 43. Review the selections for wordings that are most appropriate. Refer to FSH 2709.12, section 43.

Selection item 1. Standard clause D for this authorization.

Note: If this clause is selected, remember to leave the "expiration date" data-entry field blank in the authorization screen and enter the 30-year review date in the review/inspection screen.

- D. This easement shall continue for as long as needed for the purpose of management and harvesting of the natural resources on the Grantee's land served by this road; 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.

Selection Item 2. Suggested alternative wording from FSH 2709.12, section 43.

Note: If this clause is selected, remember to leave the “expiration date” data-entry field blank in the authorization screen and enter the 30 year review date in the review/inspection screen.

D. This easement shall continue for as long as needed for access to the ; 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.

Selection Item 3. Suggested alternative wording from FSH 2709.12, section 43.

D. This easement shall expire on #EXPIRATION_DATE#. At that time, if the Grantee still needs the road for , the easement will be reissued for a period of 10 years (or the estimated remaining life of the project, whichever is less). At the time of reissuance, the terms and conditions of the easement may be modified and new conditions or stipulations added at the discretion of the Forest Service; **[Delete the second provision if term is 30 years or less.]** 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.

Selection Item 4. Suggested alternative wording from FSH 2709.12, section 43.

D. This easement shall expire on #EXPIRATION_DATE# and shall not be renewable.

Selection Item 5. Suggested alternative wording from FSH 2709.12, section 43.

Note: If this clause is selected, remember to leave the “expiration date” data-entry field blank in the authorization screen and enter the 30 year review date in the review/inspection screen.

D. This easement shall continue for as long as the property served is used for ; 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 [] for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of [] 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:

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.

#INSERT TERM HERE#

IN WITNESS WHEREOF, the Grantor, by its , 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 F.R. 36465), on the day and year first above written.

UNITED STATES OF AMERICA

By: _____

Forest Service
Department of Agriculture

(APPROPRIATE ACKNOWLEDGMENT)

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