

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

FS-2700-9h (v.10/09)
OMB No. 0596-0082

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
PRIVATE ROAD EASEMENT ISSUED UNDER THE NATIONAL FOREST ROADS AND TRAILS ACT
Act of October 13, 1964, (P.L. 88-657);
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# and its contractors, assignees, and successors in interest, hereinafter collectively called Grantee.

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538) for a road over certain lands 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 [] does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, 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#.

USER NOTE: CHOOSE THE SELECTION THAT IS MOST APPLICABLE IN DESCRIBING PREMISES.

Selection item 1. Describes location as shown approximately on exhibit.

The location of said easement is shown (approximately) on exhibit [] attached hereto.

Selection item 2. Describes premises more specifically by a centerline description in exhibit.

Said premises are described more specifically by a centerline description contained in exhibit [] attached hereto.

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

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee:

A. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no future administrative rule or regulation shall reduce unreasonably the rights herein expressly granted.

B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the Grantor.

C. Grantee shall have the right to use the road on the easement without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources, now or hereafter owned or controlled.

D. 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 the Regional Forester.

E. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Regional Forester has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

F. The Grantee shall provide maintenance so that damage will not result on adjacent National Forest System land. Lead-off drainage and water barriers shall be constructed and maintained as necessary to prevent erosion.

G. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Supervisor prior to beginning such construction or reconstruction.

H. The rights herein conveyed do not include the right to use the road for access to developments used for short- or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

USER NOTE: SELECT APPROPRIATE TERMS

Selection item 1. Use with cooperators who grant easements that reserve the right to use the road without cost, or that are silent as to provisions for bearing a proportionate share of road cost prior to commercial haul.

○ The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, provided that use for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, shall be made only after arrangements have been made to pay or perform its pro-rata share of road maintenance.
2. The right alone to extend rights and privileges for use of the road constructed on the premises to other users; provided, that such users shall pay a fair share of the current replacement cost less depreciation of the road to the Grantee and reconstruct the road as necessary to accommodate their use.
3. The Grantor retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
4. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.
5. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Selection item 2. Use with cooperators who grant easements that provide for landowner bearing proportionate share of road costs prior to use for commercial haul.

○ The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, including the use for commercial hauling purposes for removal of timber cut in construction or maintenance of the road and other occasional incidental use.
2. The right alone to extend rights and privileges for use of the road constructed on the premises to other users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the Grantee and to reconstruct the road as necessary to accommodate their use.
3. The Grantor retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
4. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.
5. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
6. The right to terminate this easement if jurisdiction and control of the road are assumed by the Grantor as a Forest Development Road and issue a replacement easement providing for use of the road. At such time, the Grantor will pay its proportionate share of the current replacement cost less depreciation of the road to the Grantee as consideration for the termination of this easement. The replacement easement shall be in the current standard format that provides the Grantee the right to use the road for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources served by this road, now or hereafter owned or controlled, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without unreasonably reducing the rights herein granted.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; Provided, That the easement, or any segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof is being preserved for prospective future use.

#INSERT TERM HERE#

IN WITNESS WHEREOF, the Grantor, by its , Forest Service, has executed this easement on the day and year first above written pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 F.R. 34283).

UNITED STATES OF AMERICA

By: _____

 Forest Service
 Department of Agriculture

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