

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service**

FOREST ROAD EASEMENT

AUTHORITY:

Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772

<Delete all user notes before printing.>

<Use this form to issue an easement for a National Forest System road under the Federal Land Policy and Management Act when the applicant is not a public road authority or another federal agency.>

This forest road easement (hereinafter "easement"), dated _____, is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to [name], a resident of the State of _____ (hereinafter "grantee"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

The grantor, in consideration of an annual land use fee paid by the grantee, grants to the grantee and its successors and assignees, subject to existing easements and other valid existing rights, a non-exclusive right-of-way for use of a forest road (hereinafter "forest road") to access lands owned or controlled by the grantee.

This easement is located on National Forest System lands in the County of _____ State of _____. This easement is _____ feet wide and _____ feet 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# ("the easement area"), as shown on the map attached as an appendix. This and any other appendices are hereby incorporated into this easement.

<USER NOTES FOR CENTERLINE DESCRIPTION>

<Include the following sentence if a centerline description is needed. Otherwise, delete it.>

The forest road is more specifically delineated in a centerline description, which is attached as an appendix.

This easement covers _____ feet on either side of the centerline of the forest road, with additional width as required to accommodate and protect cuts and fills.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This easement shall expire at midnight on #EXPIRATION_DATE#. Expiration of this easement shall not require notice, a decision document, or any environmental analysis or other documentation.

D. CONTINUATION OF USE AND OCCUPANCY. The use and occupancy authorized by this easement shall be renewed upon expiration, provided that (1) the grantee desires to renew the use and occupancy; (2) the use and occupancy are consistent with the direction in the applicable land management plan; (3) the forest road is still

being used for the purposes authorized by this easement; and (4) the grantee is in compliance with all the terms of this easement. The authorized officer may prescribe new terms when a new easement is issued.

<USER NOTES FOR CLAUSE I.E>

<Include the first sentence in clause I.E if the term of the easement is over 30 years. Otherwise, delete it.>

E. AMENDMENT. The terms of this easement shall be amended as necessary every [number] years from the date of issuance to reflect changing laws, regulations, directives, and conditions. This easement may be amended at any time by written agreement of the grantor and the grantee. Any amendments to this easement must be in writing. If amendments are deemed necessary to reflect changing laws, regulations, directives, and conditions, they must be signed and dated by the authorized officer. If amendments are agreed to by the grantor and the grantee, they must be signed and dated by both parties.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee 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 easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor 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 and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement 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 administer and dispose of all natural resources, including timber, in the easement area.
3. The right to use or cross upon, over, or under the forest road and authorize others to use or cross upon, over, or under the forest road in any way that is not inconsistent with the grantee's rights and privileges under this easement, after consultation with all parties involved.
4. The right to relocate the forest road to the extent necessary to accommodate the management needs of the National Forest System. The centerline of this easement shall shift to follow the centerline of the relocated forest road and shall be accepted as the new centerline of this easement. If any subsequent survey of the forest road shows that any portion of the road crosses lands or easements of the grantor that are not covered by this easement, this easement shall be amended to include the additional lands or easements traversed by the road. If any lands or easements covered by this easement are no longer traversed by the forest road, the portion of the easement traversing those lands or easements shall terminate.

H. ASSIGNABILITY. This easement is fully assignable, subject to the following conditions:

1. The assignee must have title to the private land or improvements served by the forest road.
2. The grantee must be in compliance with all the terms of this easement.
3. The grantee shall give the authorized officer written notice of the assignment, including documentation of the assignment and the name of and contact information for the assignee.
4. The authorized officer may modify the terms of this easement and the assignee shall agree in writing to comply with the terms of the easement as modified.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61.

Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the forest road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

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

III. OPERATIONS

A. OPERATING PLAN. The grantee shall prepare by [date] an operating plan and shall revise it as needed to address changes in operations. The operating plan and any revisions to the operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover such items as snow removal, road maintenance, commercial hauling, dust abatement, a traffic control plan, and the names of the grantee's employees, contractors, and subcontractors who will use the forest road on behalf of the grantee under this easement. The operating plan shall be submitted by the grantee and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations under this easement and shall be attached to this easement as an appendix.

B. USE OF THE FOREST ROAD. The grantee shall have the right to use the forest road for the consideration provided for in this easement, the costs of road maintenance provided for in clause III.D, and investment sharing costs provided for in clause III.E, for all purposes deemed necessary or desirable by the grantee in connection with the protection, administration, management, and utilization of the grantee's lands and other property.

C. TRAFFIC CONTROL RULES AND OTHER REQUIREMENTS FOR RESIDENTIAL ACCESS. The rights conveyed by this easement do not include the right to use the forest road for access to developments for short- or long-term residential purposes, unless and until the grantor and the grantee agree upon traffic control rules and other provisions to accommodate that use of the forest road.

D. GRANTEE'S RESPONSIBILITY FOR ROAD MAINTENANCE. The grantee shall pay the grantor for the grantee's share of maintenance costs for the forest road or perform the grantee's share of maintenance of the forest road proportionate to the grantee's total use of the forest road, as determined by the grantor. Any road maintenance performed by the grantee shall be authorized by and shall be conducted in accordance with a maintenance plan approved in writing by the authorized officer. Maintenance, construction, or reconstruction of the forest road to accommodate the grantee's needs must have prior written approval from the authorized officer and shall be performed at the grantee's expense.

E. INVESTMENT SHARING FOR COMMERCIAL USE. The grantee's use of the forest road for hauling non-federal forest products from land tributary to the forest road and other commercial use of the forest road are subject to investment sharing under 16 U.S.C. 535. The grantee shall not haul non-federal forest products or conduct any other commercial use of the forest road until the grantee pays or makes arrangements acceptable to the grantor to pay the grantee's share of the road construction or reconstruction costs.

F. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The grantee shall conduct any maintenance of the forest road so as to avoid damaging adjacent National Forest System lands.

G. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to

the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

<USER NOTES FOR CLAUSE III.H>

<Delete clause III.H if the Forest Service has acquired rights for the public road and the local Office of the General Counsel determines that regulation of pesticide use is not within the scope of the Forest Service's acquired rights for the public road.>

H. PESTICIDE USE

1. Authorized Officer Concurrence. Pesticides may not be used in the easement area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.
2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the grantee shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. 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 a Pesticide-Use Proposal was submitted.
3. Safety Plan. Before applying pesticides in the easement area, the grantee shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the easement; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.
4. Reporting. By September 30th annually, the grantee shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.
5. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

I. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the grantee's operations and reserves the right to inspect the easement area and authorized facilities and improvements at any time for compliance with the terms of this easement. The grantee shall comply with inspection requirements deemed appropriate by the authorized officer. The grantee's obligations under this easement are not contingent upon any duty of the Forest Service to inspect the easement area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this easement.

J. FEDERAL SURVEY MONUMENTS, CORNERS, and BOUNDARY MARKERS. The grantee shall protect in place all federal survey monuments, corners, and boundary markers in the easement area. If any federal survey monuments, corners, or boundary markers in the easement area are destroyed or modified, the grantee shall ensure that they are reestablished or corrected in accordance with (1) the Manual of Instructions for the Survey of the Public Land of the United States; (2) the applicable county surveyor's specifications; and (3) the specifications of the Forest Service, as applicable. The grantee shall ensure that any official survey records that were affected due to the destruction or modification of any federal survey monuments, corners, or boundary markers are amended in accordance with applicable law. Nothing in this clause shall relieve the grantee of liability for the

willful destruction or modification of any federal survey monuments, corners, or boundary markers as provided in 18 U.S.C. 1858.

K. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES. The grantee shall immediately notify the authorized officer of any 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 lease. The grantee shall leave these discoveries intact and in place until otherwise directed by the authorized officer.

L. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the grantee inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the grantee shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The grantee shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the grantee shall as soon as practicable notify the authorized officer 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 authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

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

C. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This easement authorizes the use and occupancy of lands or easements of the United States for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. 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.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, 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.*, 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.*

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of 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.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee 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 grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, or contractors in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (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 grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

<USER NOTES FOR STATE ENTITIES>

<If the state has shown that state law limits its liability or obligation to indemnify, follow the direction in FSH 2709.11, Chapter 50, section 52.2, clause B-12.>

V. LAND USE FEE AND DEBT COLLECTION

<USER NOTES FOR CLAUSES V.A AND V.B>

<Select the following clause V.A when the applicant is exempt from a land use fee per FSH 2709.12, Chapter 40. Delete clause V.B.>

A. LAND USE FEE. The grantee is exempt from a land use fee pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

<Select the following clause V.A when the applicant's land use fee is waived per FSH 2709.12, Chapter 40. Delete clause V.B. Document the land use fee waiver in SUDS.>

A. LAND USE FEE. The grantee's land use fee is waived pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30. The authorized officer reserves the right to review the land use fee waiver determination periodically and to charge all or part of the land use fee if the waiver is no longer appropriate.

<Select the following clauses V.A and V.B when the applicant is not exempt from a land use fee and the applicant's land use fee is not waived per FSH 2709.12, Chapter 40. Calculate the land use fee using the linear right-of-way fee schedule in FSH 2709.11, Chapter 30, section 36.41, exhibits 01 and 02.>

A. LAND USE FEE. Per 42 U.S.C. 15925, the grantee shall pay in advance an annual land use fee as determined in accordance with the Per Acre Rent Schedule established by 43 CFR 2806.20. The initial annual land use fee shall be prorated if less than 6 months in the calendar year remain on the date this easement is issued. Otherwise, the grantee shall pay the entire initial annual land use fee.

B. LAND USE FEE PAYMENTS

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Land Use Fees. Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any land use fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the *Federal Register* and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the land use fee is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. Pursuant to 31 U.S.C. 3717(e)(2), a penalty of 6% per year shall be assessed on the total amount of any debt, including interest and administrative costs, that is more than 90 days delinquent. The penalty shall accrue from the same date on which interest charges begin to accrue.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this easement shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and its implementing regulations. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the grantee from the grantor.

(b) If in excess of 120 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1) and its implementing regulations.

(c) Offset by the Secretary of the Treasury of any amount due the grantee, as provided by 31 U.S.C. 3720A *et seq.*

(d) Disclosure to consumer or commercial credit reporting agencies.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. GROUNDS FOR REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend all or part of this easement:

1. For noncompliance with applicable federal, state, or local laws and regulations;
2. For noncompliance with the terms of this easement; or
3. For abandonment of the easement. Failure of the grantee to use the easement area for a continuous 5-year period shall constitute a rebuttable presumption of abandonment of the easement.

B. PREREQUISITES FOR REVOCATION AND SUSPENSION. Except for immediate suspension under clause VI.B, the authorized officer may not revoke or suspend this easement unless:

1. The authorized officer has given the grantee written notice of the grounds for revocation or suspension and, in the case of revocation or suspension under clause VI.A.1 or VI.A.2, a reasonable period, not to exceed 90 days, to cure any noncompliance; and
2. After an administrative appeal conducted pursuant to 7 CFR Part 1, Subpart H, as amended, the authorized officer makes a finding that grounds for revocation or suspension exist and that revocation or suspension is justified.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation and suspension of this easement, including immediate suspension under clause VI.C, are subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

E. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located within 90 days of the date this easement is granted;
2. Upon expiration;
3. Prior to expiration, at such time when the authorized officer, in consultation with the grantee, determines that the forest road is no longer needed for access to the grantee's lands;
4. All or in part, upon the written agreement of the grantor and the grantee;

5. If the grantee fails to pay land use fees, interest, or any other charges within 90 calendar days of the due date; the grantee shall remain responsible for the delinquent charges; or
6. If a subsequent easement is granted by the United States to a public road authority for operation of the forest road as a public highway;

F. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW EASEMENT. Upon revocation of this easement or termination of this easement without issuance of a new easement, the authorized officer, after consultation with other affected agencies, has the discretion to require the grantee to sell or remove all structures and improvements in the easement area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the easement area to the satisfaction of the authorized officer. If the grantee fails to sell or remove all structures or improvements in the easement 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 grantee shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the easement area.

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

VII. MISCELLANEOUS PROVISIONS

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

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses, including those necessary for payment of land use fees.

C. SUPERSEDED AUTHORIZATION. This easement supersedes an authorization designated [name or authorization ID], dated ____.

D. MERGER CLAUSE. This easement, and any appendices incorporated into this easement by reference, constitute the complete understanding of the parties to this easement as to the rights, duties, and obligations of each party as of the date of issuance of this easement. If there are any inconsistencies between any of the preceding clauses and any subsequent clauses or any appendices to this easement, the preceding clauses shall govern.

THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED 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 OF THIS EASEMENT.

On [date], I, the grantee, have read, understood, and accepted the terms of this easement.

[NAME AND TITLE OF PERSON SIGNING ON BEHALF OF GRANTEE,
IF GRANTEE IS AN ENTITY] DATE
#GRANTEE_NAME#

STATE OF [_____] COUNTY

On [date], before me, a notary public in the State of [_____] , personally appeared [name of grantee], known to me to be the person who signed this easement as the grantee.

Notary Public for the State of [_____] My commission expires [_____]

On [date], the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM.2733.04a and 2733.04b, paragraph 1.

UNITED STATES OF AMERICA

#AUTHORIZED OFFICER NAME# DATE
#TITLE#

National Forest
USDA Forest Service

STATE OF [_____] COUNTY

On [date], before me, a notary public in the State of [_____] , personally appeared [name of Forest Service authorized officer], known to me to be the person who signed this easement as the grantor.

Notary Public for the State of [_____] My commission expires [_____]

According to the Paperwork Reduction Act of 1995, a Federal agency may not conduct or sponsor, and a person is not required to respond to, an information collection request unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection request is 0596-0082. Response to this information collection request is required to obtain or retain benefits, specifically, a special use authorization. The authority for this information collection request is the Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772. The time required to complete this information collection request is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to Forest Service Information Collections Officer, SM.FS.InfoCollect@usda.gov, with OMB control number 0596-0082 in the subject line.

PRIVACY ACT STATEMENT

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act statement serves to inform you of the following concerning the collection of the information on this form.

Purpose: The Privacy Act of 1974 requires that the Director of Recreation, Heritage, and Volunteer Resources staff and the Director of Lands, Minerals, and Geology Management staff provide the following statements to individuals from whom they request information.

Authority: Collection of this information solicited on this form is authorized by the Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772.

Routine Uses: The information collected will be used by Forest Service officials to ensure that your use of National Forest System lands is administered in accordance with applicable statutes, regulations, and directives. The information collected from you is retained in the Special Uses Data System (SUDS) and is retrieved by the Forest Service to create reports for the Agency's Special Uses Program, generate bills for collection of land use fees for your authorization, monitor compliance with your special use authorization, and other matters pertaining to administration of your special use authorization. SUDS is a component of the Forest Service's Natural Resources Manager database (NRM). A complete list of the routine uses of NRM can be found in the system of records notice associated with this form, FS-24.

Disclosure: The submission of this information is required to obtain or retain benefits, specifically, a special use authorization.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit the completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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