

Authorization ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Expiration Date: #EXPIRATION_DATE#
Use Code: #USE_CODE#

FS-2700-31a (XX/202X)
OMB No. 0596-0082

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

OIL OR GAS PIPELINE FACILITY EASEMENT

AUTHORITY:

Section 28 of the Mineral Leasing Act of 1920, as amended, 30 U.S.C. 185

<Delete all user notes before transmitting to the applicant for signature.>

<Use this form to authorize one or more oil or gas pipelines facilities that are exclusively on National Forest System lands and for which the regional forester has determined that an easement is necessary or desirable to serve or facilitate authorized long-term uses or for conveyance of a limited and transferable interest in National Forest System land. The Forest Service lacks authority under section 28(c) of the Mineral Leasing Act to issue a special use authorization for an oil or gas pipeline that traverses federal land that is under the jurisdiction of another federal agency, as well as National Forest System lands.>

This oil or gas pipeline facility easement (the easement), dated #DATE#, is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "the grantor"), to #GRANTEE_NAME# of #GRANTEE_ADD_LINE_1#, #GRANTEE_ADD_LINE_2#, #GRANTEE_ADD_LINE_3#, #GRANTEE_CITY#, #GRANTEE_STATE# #GRANTEE_ZIP# (hereinafter "the grantee").

<USER NOTES FOR PURPOSE STATEMENT>

<For each oil or gas pipeline facility authorized by this easement, include the applicable text in brackets, delete the inapplicable text in brackets, and delete the brackets.>

This easement is issued for the purpose of:

[construction/reconstruction,] maintenance and operation of [a/an] [oil/natural gas/synthetic liquid fuel/synthetic gaseous fuel/other specified refined product] [gathering/distribution/transmission] pipeline that is [above-ground/buried [number] feet below ground], [number] inches in diameter, and constructed of [types of material] and that has a linear right-of-way width of [number] feet.

The grantor, in consideration of an annual land use fee paid by the grantee, grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive linear right-of-way for one or more oil or gas pipeline facilities. The linear right-of-way and access roads and trails for each oil or gas pipeline facility authorized by this easement shall be referred to collectively as "the easement area." A legal description and a map of the easement area for each oil or gas pipeline facility authorized by this easement are contained in Appendix B, and the access roads and trails for each oil or gas pipeline facility authorized by this easement are listed and identified on the map in Appendix C. The oil or gas pipeline facility or facilities authorized by this easement shall be referred to collectively as "the pipeline facilities."

The grantor further grants to the grantee:

1. The right of ingress to and egress from the linear rights-of-way for the pipeline facilities along access roads and trails listed in Appendix C, and the right to construct, reconstruct, and maintain the access roads and trails, in accordance with the following provisions:

(a) All drawings for development, layout, construction, reconstruction, or alteration of access roads and trails, as well as revisions to those drawings, must be prepared by a professional engineer (PE) 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.

(b) The grantor does not have an obligation to maintain the access roads and trails.

(c) The rights granted in paragraph 1 shall be subordinate to any right to use an access road or trail subsequently granted by the United States to a local public road authority for a public road, provided that the grantee shall continue to have access to that right-of-way to operate and maintain the pipeline facilities and to address concerns of public safety in connection with the pipeline facilities.

2. The right to install, maintain, and use gates and fences in the easement 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 appendices are attached to and incorporated into this easement:

APPENDIX A: Definitions

APPENDIX B: Maps, Legal Description, Surveys, Plats, Site Plans, and Engineering Drawings of the Easement Area

APPENDIX C: List and Location of Access Roads and Trails and National Forest System Roads and National Forest System Trails Used by the Grantee

APPENDIX D: Operating Plan

APPENDIX E: List and Location of Pipeline Facilities Other Than Access Roads and Trails

APPENDIX F: Initial and Follow-Up Environmental Site Assessments

APPENDIX G: Bonding

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the Mineral Leasing Act of 1920, as amended, 30 U.S.C. 185, 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 pursuant to Forest Service Manual 2700.

<USER NOTES FOR CLAUSE I.C.>

<Section 28(n) of the Mineral Leasing Act limits the term of this easement to 30 years.>

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. An application for a new easement for the pipeline facilities must be submitted at least 6 months before expiration of this easement. Prior to issuing a new easement for the pipeline facilities, the authorized officer shall require that the grantee submit all plans, contracts and other agreements, and other information or material deemed necessary by the authorized officer to determine whether a new easement shall be issued and the terms that should be included in the new easement. Such information or material may include but is not limited to conditions for, and agreements among owners or operators, regarding the addition of pumping facilities, looping, or otherwise increasing the pipeline facilities' capacity in response to actual or anticipated increases in demand; conditions for adding or abandoning intake, offtake, or storage points or facilities; and minimum

shipment or purchase tenders. Upon expiration of this easement, the authorized officer shall issue a new easement for the pipeline facilities, 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 and applicable laws and regulations; (3) the pipeline facilities are still being used for the purposes previously authorized; 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 granted.

E. AMENDMENT. The terms of this easement may be amended by the grantor every 10 years from the date of issuance of this easement when, at the discretion of the grantor, such action is deemed necessary to incorporate new terms that may be required by law, regulation, or directive. Amendments to this easement made by the grantor must be in writing and must be signed and dated by the grantor. This easement also may be amended at any time by written agreement of the grantor and the grantee. Amendments to this easement made by the grantor and the grantee must be in writing and must be signed and dated by the grantor and the grantee.

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 and pipeline facilities 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 in the easement area other than the pipeline facilities, including the right to use roads and trails and authorize rights-of-way and other uses in the easement area in any way that is not inconsistent with the grantee's rights and privileges under this easement, after consultation with all parties involved. Except for any restrictions that the grantee and the grantor agree are necessary to protect public health and safety, property, and the installation and operation of the pipeline facilities, the easement area shall remain open to the public for all lawful purposes.

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

1. The grantee must be in compliance with all the terms of this easement.
2. Assignments must have prior written approval of the authorized officer.
3. The authorized officer may modify the terms of this easement and the assignee must agree in writing to comply with the terms of the easement as modified.
4. Upon change in ownership of the pipeline facilities or change in control of the business entity that holds this easement, this easement may be assigned to the new owner or to the party acquiring control, provided that the conditions in clause I.H.1 through I.H.3 are met. Any transfer of title to the pipeline facilities without an approved assignment of this easement shall result in termination of this easement.
 - (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 authorize 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.

<USER NOTES FOR CLAUSE I.I>

**<Include the appropriate clause I.I depending on if the holder is a partnership or a corporation.
Delete the remaining clause I.I.>**

I. PARTNERSHIP STATUS NOTIFICATION. The holder shall notify the authorized officer within fifteen (15) days of the following changes:

1. Names of the individuals involved.
2. Partnership makeup changes due to the death, withdrawal, or addition of a partner.
3. Party or parties assigned financed interest in the partnership by existing partner(s).
4. Termination, reformation, or revision of the partnership agreement.
5. The acquisition of partnership interest, either through purchase of an interest from an existing partner or partners, or contribution of assets, that exceeds 50 percent of the partnership permanent investment.

OR

I. CORPORATION STATUS NOTIFICATION. The holder may furnish the authorized officer with the names and addresses of shareholders owning 3 percent or more of the shares, and number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote. In addition, the holder shall notify the authorized officer within 15 days of the following changes:

1. Names of officers appointed or terminated.
2. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.
3. A copy of the articles of incorporation and bylaws.
4. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.
5. A list of officers and directors of the corporation and their addresses.
6. Upon request, a certified list of stockholders and amount of stock owned by each.
7. The authorized officer may, when necessary, require the holder to furnish additional information as set forth in 36 CFR 251.54(d)(2)(ii)(D).

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 by 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 development, layout, construction, reconstruction, or alteration of improvements in the easement area, 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.

<USER NOTES FOR CLAUSE II.C>

<Include clause II.C only if this easement authorizes construction or reconstruction as detailed in the purpose statement. Otherwise delete clause II.C and re-letter the clauses in section II.>

C. CONSTRUCTION OR RECONSTRUCTION. Any construction or reconstruction authorized by this easement shall commence by #DATE#, and shall be completed by #DATE#.

<USER NOTES FOR CLAUSE II.D>

<Section 28(d) of the Mineral Leasing Act limits the width of the linear right-of-way to 50 feet plus the National Forest System lands occupied by the pipeline facilities, unless the Secretary of Agriculture or the Chief of the Forest Service finds, and documents the reasons for the finding, that a wider linear right-of-way width is necessary for operation and maintenance of the pipeline facilities after construction or to protect the environment or public safety.>

D. RIGHT-OF-WAY WIDTH. The width of the linear right-of-way authorized by this easement is limited to 50 feet, plus the National Forest System lands occupied by the pipeline facilities. The width of the linear right-of-way authorized by this easement is [number] feet.

E. RELOCATION. This easement is granted with the express understanding that should future location of federally owned improvements or road rights-of-way require relocation of the pipeline facilities, 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. PERIOD OF USE. Use and occupancy of the easement area shall be exercised at least 240 days each year.

B. CONDITION OF OPERATIONS. The grantee shall maintain the pipeline facilities and easement area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this easement. 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 System resources and the public.

C. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS. The grantee'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. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

D. OPERATING PLAN. The grantee shall in consultation with the authorized officer, or the authorized officer's designated representative, prepare an operating plan that covers all operations authorized by this easement. The operating plan shall outline steps the grantee 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 grantee's operations for compliance with the terms of this easement. The operating plan shall be submitted by the grantee and approved in writing by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this easement as Appendix D. At least every 10 years from the approval date of the operating plan in Appendix D, the grantee shall review and, as necessary or appropriate, propose updates to the operating plan to address changed conditions. Proposed updates to the operating plan that are deemed significant by the authorized officer shall be treated as proposed modifications and shall be submitted by the grantee for review and approval by the authorized officer. Proposed updates that are deemed non-significant by the authorized officer may be made by written agreement of the grantee and the authorized officer.

E. RESERVATION OF EXCESS FIBER OPTIC CABLE CAPACITY AND LEASING

1. Reservation of Excess Capacity. The grantee may reserve fiber optic cable for the grantee's expansion and may utilize the reserved fiber optic cable during the term of this easement without additional approval from the authorized officer. Leasing of fiber optic cable by third parties is not authorized by this easement, except as provided in clause III.E.2.
2. Leasing of the Grantee's Fiber Optic Cable. Leasing of the grantee's fiber optic cable to any third party or parties must have prior written approval from the authorized officer. The Forest Service reserves the right to disapprove the grantee's requests to lease fiber optic cable. The grantee shall remain responsible for any third party's compliance with all the terms of this easement. The grantee shall ensure that any third-party lease include provisions requiring the third party to obtain liability insurance for the third party's use of the grantee's fiber optic cable that includes the United States as an additional insured under the policy. The grantee shall pay in advance a single, additional annual land use fee for leasing fiber optic cable, regardless of the grantee's eligibility for a land use fee waiver or exemption and regardless of the number of third parties, in accordance with the linear right-of-way fee schedule in Forest Service Handbook 2709.11, Chapter 30. The authorized officer shall determine the single, additional annual land use fee for leasing fiber optic cable using the length of the authorized linear right-of-way and a width of 10 feet. The authorized officer may request any information from the grantee deemed necessary for proper administration of the leased fiber optic cable.
3. Leases Involving Communications Uses and Other Third-Party Uses Involving the Pipeline Facilities. Leases involving communications uses that are owned by third parties (such as antennas or other communications uses owned by third parties that are attached to any part of the pipeline facilities) must have prior written approval from the authorized officer and must be authorized under a communications use authorization issued to the grantee. Other third-party uses involving the pipeline facilities, such as installation of fiber optic cable on the pipeline facilities solely for use by third parties, must have prior written approval from the authorized officer and must be authorized under a separate special use authorization issued to the third party.

F. 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 vegetation may be cut, disposed of, or trimmed. The grantee shall notify the authorized officer when approved felling, pruning, or destruction 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.

G. GROUND SURFACE PROTECTION AND RESTORATION. The grantee shall prevent and control soil erosion and gullyng on National Forest System lands in and adjacent to the easement area resulting from construction, operation, maintenance, and termination of the pipeline facilities. The grantee shall

construct the pipeline facilities so as to avoid accumulation of excessive amounts of water in the easement area and encroachment on streams. The grantee shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the grantee's construction, maintenance, operation, or termination of the pipeline facilities.

H. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the grantee's operations and reserves the right to inspect the easement area and pipeline facilities 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 pipeline facilities. 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.

I. PIPELINE INSPECTION REQUIREMENTS. The grantee shall perform inspections annually to ensure compliance with safety, environmental, and resource protection requirements in this easement, including but not limited to the integrity of the pipeline facilities and linear right-of-way and leakage of hazardous material into soil or water. Sixty days after the inspection, the grantee shall provide to the Forest Service a written inspection report that documents the locations and dates of inspection, any issues identified, and any remedies performed and the dates they were performed and that includes videos or photographs.

<USER NOTES FOR CLAUSE III.J>

<Include the applicable bracketed phrase in clause III.J depending on whether the pipeline facilities are for oil or gas, delete the inapplicable bracketed phrase, and delete the brackets.>

J. PIPELINE STANDARDS AND PRACTICES. All designs, materials, construction, operation, maintenance, and termination practices employed in connection with the pipeline facilities shall be in accordance with safe and proven engineering practices. In addition, all designs, materials, construction, operation, maintenance, and termination practices employed in connection with the pipeline facilities shall meet or exceed the requirements in 49 CFR Parts 191-196; Title 18, Chapter I, of the CFR, as applicable; and the latest edition of [ASME B31.4, Pipeline Transportation System for Liquids and Slurries] [ASME B31.8, Gas Transmission and Distribution Piping Systems]. Related mechanical facilities such as pumps, pump stations, and tanks shall be designed, constructed, operated, and maintained in accordance with applicable standard engineering practices and shall meet or exceed applicable engineering standards.

<USER NOTES FOR CLAUSE III.K>

<Include clause III.K. for pipelines 6 inches or larger in diameter. For pipelines less than 6 inches in diameter, delete clause III.K and re-letter the remaining clauses in section III.>

K. PIPELINE CERTIFICATION REQUIREMENTS. The pipeline facilities shall be designed, constructed, operated and maintained under the supervision of, and certified by, a qualified PE licensed in the state in which the pipeline facilities are located. The grantee may not operate the pipeline facilities until the grantee has provided to the authorized officer written certification by the qualified PE who inspected construction that the pipeline facilities have been constructed in accordance with the standards specified in clause III.J and the authorized officer has provided written approval to the grantee.

<USER NOTES FOR CLAUSE III.L>

<Delete clause III.L and re-letter the remaining paragraph in section III if the easement is for a natural gas pipeline operated by an individual or entity subject to regulation under the Natural Gas Act, 15 U.S.C. 717 *et seq.*, or by any public utility subject to regulation by a state or municipal regulatory agency with jurisdiction to regulate the rates and charges for the sale of natural gas to consumers in the state or municipality. Otherwise include clause III.L.>

L. COMMON CARRIER OBLIGATIONS

1. The pipeline facilities shall be constructed, operated, and maintained as common carriers. The

grantee shall accept, convey, transport, or purchase without discrimination all oil or gas delivered to the pipeline facilities without regard to whether the oil or gas was produced from federal or non-federal lands. In the case of oil or gas produced from federal lands or resources on federal lands near the pipeline facilities, the Secretary of the Interior may, after giving notice to interested parties, conducting a hearing, and making a proper finding of facts, determine the proportionate amounts of oil or gas to be accepted, conveyed, transported, or purchased.

<USER NOTES FOR CLAUSE III.L.2>

<Include clause III.L.2 in easements for a natural gas pipeline. Otherwise delete clause III.L.2 and renumber the remaining paragraph in clause III.L.>

2. Where natural gas that is not subject to state regulatory or conservation laws governing its purchase by the grantee is offered for sale, the grantee shall purchase without discrimination any such natural gas produced in the vicinity of the pipeline facilities.

3. Whenever the Secretary of the Interior has reason to believe that the grantee is not operating the pipeline facilities in complete accord with its obligations as a common carrier, the Secretary of the Interior may request the Attorney General to prosecute an appropriate proceeding before the Secretary of Energy, the Federal Energy Regulatory Commission (FERC), any appropriate state agency, or the United States district court for the district in which all or part of the pipeline facilities are located to enforce the grantee's common carrier obligations or to impose any penalty provided for noncompliance with those obligations, or the Secretary of the Interior may suspend or revoke this easement pursuant to VII.A.

M. AUTHORIZED ABANDONMENT OR DEACTIVATION OF THE PIPELINE FACILITIES. Authorized abandonment or deactivation of the pipeline facilities, in whole or in part, shall be conducted in accordance with 49 CFR 192.727. The grantee shall give prior written notice to the authorized officer in advance of authorized abandonment or deactivation of any of the pipeline facilities. The grantee shall submit to the authorized officer and the Pipeline and Hazardous Material Safety Administration a plan to disconnect, purge, plug, and lock the pipeline facilities to be authorized abandoned or deactivated. The authorized officer shall decide whether the pipeline facilities to be subject to authorized abandonment must be removed and the easement area restored, or whether the pipeline facilities to be subject to authorized abandonment may remain in place. Pipeline facilities that are deactivated, and not subject to authorized abandonment, may be left in place for the purposes of future reactivation. The grantee must receive approval from FERC before authorized abandonment or deactivation of any FERC pipeline. This easement shall terminate as to any pipeline facilities for which authorized abandonment or deactivation has been completed.

N. PAID SICK LEAVE REQUIREMENT. Executive Order 13706, *Establishing Paid Sick Leave for Federal Contractors*, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, are incorporated by reference into this authorization as if fully set forth in this authorization.

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 National Forest System lands by the grantee 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, 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 pipeline facilities and all risk of loss of use and occupancy of this easement area, in whole or in part, due to public health and safety or environmental hazards. Loss to the pipeline facilities and of use and occupancy of this 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 all or part of the pipeline facilities are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the affected portions of the pipeline facilities can be safely used in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this easement shall terminate as to those portions of the pipeline facilities. If the authorized officer determines that all or part of this 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 this easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the pipeline facilities, 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 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.L.

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, contractors, or lessees to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. HEALTH AND SAFETY. The grantee shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this easement. The grantee 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 in connection with the authorized use and occupancy during the term of this easement that causes or threatens to cause a hazard to the health or safety of the public or the grantee's employees, agents, or contractors. The grantee shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The grantor has no duty under the terms of this easement to inspect the easement area or operations of the grantee for hazardous conditions or compliance with health and safety standards.

G. 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.*, 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.*

2. Definition of Hazardous Material. For purposes of clause IV.G and section V, "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. Environmental Site Assessment (SA). The grantee shall conduct an initial SA prior to use and occupancy of the easement area for any new authorized oil or gas pipeline facilities and a follow-up SA prior to termination or upon revocation of this easement. The initial and follow-up SAs shall be incorporated into this easement as Appendix F.

(a) Purposes. The purpose of the initial and follow-up SAs is to identify Recognized Environmental Conditions in the easement area, that is, the presence or likely presence of any hazardous substances or petroleum products in the easement area: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. A comparison of the initial and follow-up SAs shall assist the authorized officer in determining whether any environmental cleanup or restoration is required as a result of the use and occupancy. Any cleanup or restoration shall be completed promptly by the grantee in accordance with all applicable federal, state, and local laws and regulations, to the satisfaction of the authorized officer and at no expense to the Forest Service.

(b) Standard. All SAs must be conducted by the grantee's environmental professional with the requisite certification and experience and must meet the objectives and performance factors of 40 CFR Part 312, Innocent Landowners, *Standards for Conducting All Appropriate Inquiries*. The grantee may use the most recent version of The American Society for Testing and Materials (ASTM) guideline referenced in 40 CFR 312.11(a), entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, or select an alternate practice that constitutes all appropriate inquiries consistent with good commercial and customary practices.

(c) Exceptions. If a new easement will be issued to the same grantee upon expiration of this easement, the follow-up SA shall satisfy the requirement for an initial SA for the new easement. Initial and follow-up SAs are not required when this easement is revoked at the request of the grantee and a new easement is granted to the grantee for the balance of this easement's term or when this easement is reissued for the balance of its term to the grantee due to a modification pursuant to 36 CFR 251.61(a), provided that an initial SA shall be completed in either of these scenarios if one has not been done by the grantee.

(d) Cleanup or Other Remedial Action Based on the Initial SA. If the initial SA shows that a hazardous substance release is present in the easement area, the grantee shall be responsible for any cleanup or other remedial action that the Forest Service determines to be required in the easement area based on the initial SA. The level of cleanup or other remedial action shall be commensurate with the grantee's intended use and occupancy of the easement area for the new authorized pipeline facilities and shall be completed before that use and occupancy commence.

4. 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 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.

5. 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, contractors, or lessees 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 site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

<USER NOTES FOR STATES>

<If the grantee is a state or a political subdivision of a state that has shown that state law limits its liability or obligation to indemnify, follow the direction in FSH 2709.11, Chapter 50.>

H. 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, contractors, or lessees 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.

I. STRICT LIABILITY. The grantee shall be strictly liable (liable without proof of negligence) to the United States up to the limit specified in 36 CFR 251.56(d)(2), as amended, per occurrence for any injury, loss, or damage arising in tort under this easement. 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.

<USER NOTES FOR CLAUSE IV.J.>

<Include the first clause IV.J, and delete the second clause IV.J, unless the grantee is unable to provide coverage for the United States under a primary commercial general liability insurance policy and the grantee meets all the insurance requirements in the second clause IV.J. In those circumstances, include the second clause IV.J, and delete the first clause IV.J.>

J. INSURANCE. The grantee shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this easement and each year thereafter that this easement is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The grantee 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 grantee pursuant to this clause shall include the United States as an additional insured in

an endorsement to the policy, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the grantee. The grantee shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. 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 easement.

1. The grantee shall have in force liability insurance covering losses associated with the use and occupancy authorized by this easement arising from personal injury or death and third-party property damage in the minimum amount of \$2 million as a combined single limit per occurrence and \$5 million in the aggregate for each of the pipeline facilities authorized by this easement.

2. Depending on the grantee's operations, the Forest Service may require the grantee to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the grantee'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 grantee's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

<Include the following clause IV.J only if (1) the grantee is unable to provide coverage for the United States under a primary commercial general liability insurance policy; and (2) the grantee meets all insurance requirements in the following clause IV.J. Delete the preceding clause IV.J.>

J. INSURANCE

1. Source of Funding for Insurance. The grantee is required to obtain approval for the rates it charges the public for oil or gas in a manner that ensures that the grantee is provided the opportunity to recover its costs, plus a fair return on capital investment. Included in the grantee's recovery of costs are liabilities that the grantee may incur under this easement, including indemnification and self-insurance requirements for third-party liability claims and related claims and legal expenses incurred by the grantee.

<USER NOTES FOR CLAUSE IV.J.2>

<Include the following clause IV.J.2 if the grantee self-insures up to a single limit, regardless of the type of claim, and has a single excess commercial general liability insurance policy for claims above the grantee's self-insurance limit. Delete the remaining clause IV.J.2.>

2. Self-Insurance and Procured Insurance. As part of its cost recovery, the grantee self-insures for third-party liability for up to \$\$AMOUNT# million. The grantee has a commercial general liability (CGL) insurance policy for claims above \$\$AMOUNT# million. The grantee shall self-insure for losses associated with the use and occupancy authorized by this easement arising from personal injury or death and third-party property damage in the minimum amount of \$2 million as a combined single limit per occurrence and \$5 million in the aggregate for each of the pipeline facilities authorized by this easement. The minimum amounts of self-insurance specified in this clause do not limit or otherwise affect in any way the grantee's obligation under this easement to indemnify the United States for injury, loss, or damage. The grantee's self-insurance and CGL insurance policy above the minimum amounts of insurance specified in this clause may need to be utilized to meet the grantee's indemnification obligation under this easement. Any insurance policies obtained by the grantee pursuant to this clause shall include the United States as an additional insured in an endorsement to the policy, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the grantee. Minimum amounts of insurance coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this easement. The grantee shall furnish proof of its self-insurance and CGL insurance policy, such as a certificate of insurance, to the authorized officer prior to issuance of this easement and each year thereafter that this easement is in effect. The grantee shall send an

authenticated copy of its CGL insurance policy to the authorized officer before issuance of this easement. The Forest Service reserves the right to review the self-insurance and CGL insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy.

<Include the following clause IV.J.2 if the grantee self-insures up to a separate limit for non-wildfire claims and a separate limit for wildfire claims, and has a separate CGL insurance policy for non-wildfire claims and a separate CGL insurance policy for wildfire claims. Delete the preceding clause IV.J.2.>

2. Self-Insurance and Procured Insurance. As part of its cost recovery, the grantee self-insures for third-party liability for up to \$#AMOUNT# million for non-wildfire claims and up to \$#AMOUNT# million for wildfire claims. The grantee has a commercial general liability (CGL) insurance policy for non-wildfire claims above \$#AMOUNT# million and wildfire claims above \$#AMOUNT# million. The grantee shall self-insure for losses associated with the use and occupancy authorized by this easement arising from personal injury or death and third-party property damage in the minimum amount of \$2 million as a combined single limit per occurrence and \$5 million in the aggregate for each of the pipeline facilities authorized by this easement. The minimum amounts of self-insurance specified in this clause do not limit or otherwise affect in any way the grantee's obligation under this easement to indemnify the United States for injury, loss, or damage. The grantee's self-insurance and CGL insurance policy above the minimum amounts of insurance specified in this clause may need to be utilized to meet the grantee's indemnification obligation under this easement. Any insurance policies obtained by the grantee pursuant to this clause shall include the United States as an additional insured in an endorsement to the policy, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the grantee. Minimum amounts of insurance coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this easement. The grantee shall furnish proof of its self-insurance and CGL insurance policy, such as a certificate of insurance, to the authorized officer prior to issuance of this easement and each year thereafter that this easement is in effect. The grantee shall send an authenticated copy of its CGL insurance policy to the authorized officer before issuance of this easement. The Forest Service reserves the right to review the self-insurance and CGL insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy.

3. Notice of Cancellation or Modification. The grantee shall give 30 days prior written notice to the authorized officer of cancellation or modification of the grantee's self-insurance or CGL insurance policy. Written notice of cancellation or modification of the self-insurance or CGL insurance policy should be sent to [mailing address of administering office].

4. Release of Hazardous Materials. Depending on the grantee's operations, the Forest Service may require the grantee to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the grantee'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 grantee's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

K. BONDING. The authorized officer shall require the grantee to furnish a surety bond or other security for any of the obligations imposed by the terms of this easement or any applicable law, regulation, or order.

<USER NOTES FOR CLAUSE IV.K.1>

<Include the text in brackets if the easement authorizes construction or reconstruction. Otherwise delete the phrase in brackets. Delete the brackets.>

1. As a further guarantee of compliance with the terms of this easement, the grantee 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 #AMOUNT# to secure the grantee's obligation to restore the easement area [after construction or reconstruction and] upon abandonment or deactivation of the pipeline facilities and revocation or termination of this easement without issuance of a new easement. The grantee shall submit to the authorized officer an estimate of the cost of removal of the pipeline facilities from National Forest System lands and restoration of the easement area for purposes of the authorized officer's determination of the amount of the bond."

2. 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 grantee 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 grantee 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.

3. 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 grantee establishes to the satisfaction of the authorized officer that all claims for labor and material for the secured obligations have been paid or released.

4. The grantee may be required to obtain additional bonding or security prior to undertaking additional construction or alteration not covered by the bond or other security or when the pipeline facilities are to be removed and the easement area restored.

V. RESOURCE PROTECTION

A. WATER POLLUTION. No waste or by-product shall be discharged into water in connection with the use and occupancy authorized by this easement except in full compliance with all applicable federal, state, and local environmental and other laws. 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 except in full compliance with all applicable federal, state, and local environmental and other laws.

B. SCENIC VALUES. The grantee shall protect the scenic values of the easement area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the pipeline facilities.

C. VANDALISM. The grantee 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.

D. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used outside of buildings 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 the 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.

E. 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 easement. The grantee shall leave these discoveries intact and in place until otherwise directed by the authorized officer.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (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.

G. PROTECTION OF THREATENED, ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT

1. Threatened and Endangered Species and Their Habitat. The location of sites within the easement area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, 16 U.S.C. 1531 *et seq.*, as amended, or within designated critical habitat shall be shown on a map in an appendix to this easement and may be shown on the ground. The grantee shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the grantee or the grantor of other sites within the easement area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the easement area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this easement and may be shown on the ground. The grantee shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the grantee or the Forest Service of other sites within the easement area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The grantee shall not store any hazardous materials in the easement area without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this easement shall include or, in the case of approval provided after this easement 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 or release prevention and control plan. Such terms shall be proposed by the grantee and are subject to approval by the authorized officer.

<USER NOTES FOR CLAUSES V.H.1 THROUGH V.H.3>

**<Add clauses V.H.1 through V.H.3 when consenting to store hazardous materials.
Otherwise, omit them.>**

1. The grantee shall identify to the authorized officer any hazardous material to be stored in the easement area. This identifying 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 grantee 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 grantee shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations. Any hazardous material transportation and disposal manifests shall clearly identify the grantee as the generator of the hazardous waste.

2. If hazardous materials are used or stored at the site, the authorized officer may require the grantee to deliver and maintain a surety bond in accordance with clause IV.K.

3. The grantee shall not release any hazardous materials onto land or into rivers, streams, impoundments, or into natural or artificial channels leading thereto. 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 those in applicable federal, state, and local laws and regulations, to prevent releases and protect natural resources.

4. If the grantee uses or stores hazardous materials at the site, upon revocation or termination of this easement the grantee shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the easement area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the easement area, into surface water at or near the easement area, or into groundwater below the easement area during the term of the easement. 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 easement area is in compliance with all applicable federal, state, and local laws and regulations.

I. FEDERAL SURVEY MONUMENTS, CORNERS, and BOUNDARY MARKERS. The grantee shall protect in place all federal survey monuments, corners, and boundary markers in the permit area. If any federal survey monuments, corners, or boundary markers in the permit 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.

VI. LAND USE FEE AND DEBT COLLECTION

<USER NOTES FOR CLAUSE VI.A>

<READ ALL USER NOTES BEFORE MAKING A SELECTION.>

<Include the applicable clause VI.A and delete the remaining options for clause VI.A.>

<Include the following clause VI.A when the grantee is exempt from a land use fee. Delete clauses VI.B and VI.C.>

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

<Include the following clause VI.A when the grantee's land use fee is waived. Document the land use fee waiver in SUDS.>

A. LAND USE FEE FOR GRANTEE'S USE AND OCCUPANCY. The grantee's land use fee has been 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.

<Calculate the land use fee using the linear right-of-way fee schedule in FSH 2709.11, Chapter 30, section 35.41, exhibits 1 and 2.>

A. LAND USE FEE FOR GRANTEE'S USE AND OCCUPANCY. 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. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. 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.

(d) Termination for Nonpayment. This easement shall terminate if the grantee fails to pay any land use fee, interest, or any other charges within 90 calendar days of the due date. The grantee shall remain responsible for the delinquent charges.

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.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION

1. The authorized officer may revoke or suspend this easement in whole or in part:

(a) For noncompliance with applicable federal, state, or local laws and regulations, other than common carrier provisions in 30 U.S.C. 185(r), which are enforced by the Secretary of the Interior.

(b) For noncompliance with the terms of this easement, other than common carrier provisions in clause III.L, which are enforced by the Secretary of the Interior.

(c) For unauthorized abandonment of this easement. Failure of the grantee to use the right-of-way for a continuous 2-year period shall constitute a rebuttable presumption of unauthorized abandonment of this easement. Authorized abandonment under clause III.M is not subject to revocation or suspension under clause VII.A.1(c).

(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

2. The authorized officer may revoke this easement at the request of the grantee. Revocation at the request of the grantee must be agreed to in writing by the authorized officer. As a condition of revocation of this easement at the request of the grantee, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this easement.

B. PREREQUISITES FOR REVOCATION AND SUSPENSION. Except for revocation at the request of the grantee under clause VII.A.2 and immediate suspension under clause VII.C, 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 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, or regulations promulgated by the U.S. Department of the Interior, as applicable, the authorized officer makes a finding that grounds for revocation or suspension exist and that revocation or suspension is justified, provided that a formal adjudicatory proceeding is not required for revocation or suspension of this easement if a rebuttable presumption of abandonment of this easement arises due to circumstances that are not within the grantee's control.

C. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST. The authorized officer may revoke this easement during its term if the Forest Service determines based on a land management planning decision that the use and occupancy authorized by this easement should be changed for specific and compelling reasons in the public interest, other than a determination under clause IV.D that the pipeline facilities or the easement area cannot be safely occupied. Prior to revoking the easement under this clause, the authorized officer shall give the grantee 90 days written notice, provided that the authorized officer may prescribe a shorter notice period if justified by the public interest. The Forest Service shall then have the right to remove or relocate the pipeline facilities, to require the grantee to remove or relocate them, or to purchase them. Removal or relocation by the Forest Service of the pipeline facilities shall be accepted by the grantee in full satisfaction of all claims against the United States under this clause. If the Forest Service requires the grantee to remove or relocate the pipeline facilities or purchases them, the Forest Service shall be obligated to pay the lesser of (1) the cost of removal or relocation of the pipeline facilities or (2) the value of the pipeline facilities as determined by the Forest Service through an appraisal of their replacement cost, less an allowance for depreciation of all types. If that amount is fixed by agreement between the authorized officer and the grantee, that amount shall be accepted by the grantee in full satisfaction of all claims against the United States under this clause. If agreement is not reached, the authorized officer shall determine the amount to be paid, which shall be set forth in the revocation decision. A payment made pursuant to this clause is subject to the availability of appropriations. Nothing in this easement implies that Congress will appropriate funds to cover a deficiency in appropriations.

D. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this authorization 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 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.

E. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this authorization, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation and suspension of this authorization by the authorized officer are subject to administrative proceedings pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation and suspension of this authorization by the Secretary of the Interior are subject to administrative proceedings pursuant to regulations promulgated by the U.S. Department of the Interior. A formal adjudicatory proceeding is not required for revocation or suspension of this easement if a rebuttable presumption of abandonment of this easement arises due to circumstances that are not within the grantee's control. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the Forest Service or the Secretary of the Interior.

F. 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. For example, this easement

terminates upon expiration or upon the written agreement of the grantor and the grantee. 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 upon the written agreement of the grantor and the grantee.

G. 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 grantee shall 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 shall restore the easement area to the satisfaction of the authorized officer. Before removing the pipeline facilities, the grantee shall submit to the authorized officer a proposed rehabilitation plan, and the rehabilitation plan must be approved in writing by the authorized officer. If the grantee fails to 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. 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.

H. 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.

<USER NOTES FOR CLAUSE VII.I>

<Include clause VII.I when the lands authorized for use are withdrawn for hydroelectric power or reclamation purposes. Delete clause VII.I if the lands authorized for use are not withdrawn for hydroelectric power or reclamation purposes.>

I. TERMINATION FOR THE DEVELOPMENT OF HYDROELECTRIC POWER OR RECLAMATION PURPOSES.

Any lands covered by this easement which have been withdrawn for hydroelectric power under the act of March 3, 1879, or the act of June 25, 1910, or are covered by an application or license governed by the Federal Power Act of June 10, 1920, are subject at any time to use for the development of hydroelectric power. Any lands covered by this easement which have been withdrawn under the Reclamation Act of June 17, 1902, are subject at any time to use for reclamation purposes. This easement is granted with the specific understanding that (1) the use and occupancy authorized by this easement shall not interfere with such development of hydroelectric power or reclamation and that (2) this easement shall terminate after 90 days written notice as to any lands covered by this easement when, in the judgment of the Federal Power Commission, those lands are needed for the development of hydroelectric power or, in the judgment of the Bureau of Reclamation, those lands are needed for reclamation purposes. The grantee shall have 90 days to remove or realign segments of the pipeline facilities located on those lands. Termination under this clause shall not give rise to any claim by the grantee against the Federal Power Commission, the Bureau of Reclamation, the Forest Service, or hydroelectric power licensees for damages, including lost profits and damage to the pipeline facilities, due to such development of hydroelectric power or reclamation.

VIII. 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 and occupancy 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.

<USER NOTES FOR CLAUSE VIII.C>

<Include clause VIII.C in easements that are superseding an authorization. Otherwise delete clause VIII.C and re-letter the remaining clause in section VIII.>

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

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 printed clauses and any of the subsequent clauses or any appendices to this easement, the preceding printed 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, DATE
IF GRANTEE IS AN ENTITY]
#GRANTEE_NAME#

STATE OF [_____]
[_____] COUNTY

On #DATE#, before me, a notary public in the State of [_____] , personally appeared [name and title of person signing on behalf of grantee, if grantee is an entity], known to me to be the person who signed this easement on behalf of the grantee.

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 DATE
#AUTHORIZED OFFICER NAME#
#TITLE#
_____ National Forest
USDA Forest Service

STATE OF [_____]
[_____] COUNTY

On #DATE#, before me, a notary public in the State of [_____] , personally appeared #AUTHORIZED OFFICER NAME#, #TITLE#, known to me to be the person who signed this easement on behalf of the grantor.

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

<Attach operating plan, maps, and other appendices.>

PAPERWORK REDUCTION ACT STATEMENT

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 Section 28 of the Mineral Leasing Act of 1920, as amended, 30 U.S.C. 185. The time required to complete this information collection request is estimated to average 2 hours 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 Section 28 of the Mineral Leasing Act of 1920, as amended, 30 U.S.C. 185.

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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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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APPENDIX A

DEFINITIONS

The following definitions apply to this easement and all its appendices.

A. Oil or Gas Pipeline Infrastructure

1. Abandonment

(a) Authorized Abandonment. When a pipeline facility is permanently taken out of service in compliance with 49 CFR 192.727 and is either removed or left in place as determined by the authorized officer.

(b) Unauthorized Abandonment. Failure of the grantee to use the right-of-way authorized by this easement without meeting the criteria for authorized abandonment.

2. Certificate of Public Convenience and Necessity. A certificate issued by FERC that allows the recipient to engage in the transportation and sale for resale of natural gas in interstate commerce or to acquire and operate facilities needed for that purpose.

3. Compressor Station. A facility that is used to compress natural gas to increase the amount of natural gas a pipeline can hold, help move natural gas through a pipeline, or transport natural gas to or from a storage facility.

4. Deactivation. When a pipeline facility is taken out of service in accordance with 49 CFR 192.727 and is left in place for future use.

5. Distribution Line. A small oil or gas pipeline that represents the final link in the production chain by transporting oil or gas from the final transportation point to end users.

6. Lease Area. The extraction or production area for oil or gas that is authorized on National Forest System lands under a lease issued by the Bureau of Land Management.

7. Linear Right-of-Way. An authorized right-of-way for a linear facility such as a road, trail, pipeline, powerline facility, fence, water transmission facility, or fiber optic cable, whose linear boundary is delineated by its legal description.

8. FERC Pipeline. An interstate natural gas pipeline operated by a private entity that requires a certificate of public convenience and necessity issued by FERC.

9. Gathering Line. An oil or gas pipeline that is generally small in diameter, is located within a lease area, and is used to transport oil or gas from a well or other production facility to a processing facility or a transmission pipeline.

10. Pipeline Facility. An oil or gas pipeline authorized by a special use authorization, and any ancillary facilities supporting that pipeline, including but not limited to access roads and trails, valves, pump stations, supporting structures, bridges, monitoring devices, powerline facilities, fiber optic cable, surge and storage tanks, terminals, and communications equipment that is owned by the grantee; that solely supports operation and maintenance of the oil or gas pipeline; and that is not leased to other parties for communications uses that serve other purposes.

11. Pump Station. A large, industrial facility that maintains the flow and pressure of oil by receiving it from a pipeline, repressurizing the oil, and sending it back into the pipeline.

12. Transmission Pipeline. A larger-diameter oil or gas pipeline, other than a gathering line, that is used in the delivery of oil or gas from a gathering pipeline or storage facility to a distribution center, storage facility, or large-volume customer.

B. Roads and Trails

1. Access Road or Trail. For purposes of this easement, a road or trail constructed, operated, and maintained by the grantee that is necessary to access a pipeline facility or its linear right-of-way.
2. Road or Trail Construction. Building a road or trail where no road or trail has previously existed.
3. Road or Trail Reconstruction. Rebuilding an existing road or trail to increase its capacity, upgrade drainage crossings, or provide improved access, which may involve increasing the road or trail prism.
4. Road or Trail Maintenance. The upkeep of an entire road or trail within the existing road or trail prism, including surface and shoulders, parking and side areas, structures, and traffic control devices, that is necessary to maintain or restore the road or trail in accordance with its original design standards.

APPENDIX B

MAPS AND LEGAL DESCRIPTION, SURVEYS, PLATS, SITE PLANS, AND ENGINEERING DRAWINGS OF THE EASEMENT AREA

APPENDIX C

LIST AND LOCATION OF ACCESS ROADS AND TRAILS AND NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS USED BY THE GRANTEE

APPENDIX D
OPERATING PLAN

APPENDIX E

LIST AND LOCATION OF PIPELINE FACILITIES OTHER THAN ACCESS ROADS AND TRAILS

APPENDIX F

INITIAL AND FOLLOW-UP ENVIRONMENTAL SITE ASSESSMENTS

APPENDIX G
BONDING