

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

FS-2700-4c (XX/202X)  
OMB No. 0596-0082

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

**PRIVATE ROAD SPECIAL USE PERMIT**

**AUTHORITY:**

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

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

**<Use this form to issue a permit for a private road under the Federal Land Policy and Management Act to access private property for commercial or noncommercial purposes.>**

#HOLDER\_NAME# of #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#, #HOLDER\_ADD\_LINE\_3#, #HOLDER\_CITY#, #HOLDER\_STATE# #HOLDER\_ZIP# (the holder) is authorized to use the following described private road (private road) in the \_\_\_\_\_ National Forest to access private property for commercial or noncommercial purposes, subject to the terms of this special use permit (permit).

The private road is located on National Forest System lands in the County of \_\_\_\_\_, State of \_\_\_\_\_, is \_\_\_\_\_ feet wide and \_\_\_\_\_ feet long, and covers approximately \_\_\_\_\_ acres in the #TOWNSHIP\_SECT\_RANGE# #FIRST\_DIVISION# #FIRST\_DIV\_NAME\_NUMBER#, #SECOND\_DIVISION# #SECOND\_DIV\_NAME\_NUMBER#,> #THIRD\_DIVISION# #THIRD\_DIV\_NAME\_NUMBER# ("the permit area"), for the purpose of #PURPOSE#, as shown on the map attached as an appendix. This and any other appendices are hereby incorporated into this permit.

**<USER NOTES FOR CENTERLINE DESCRIPTION>**

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

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

**I. GENERAL TERMS**

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

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

**C. TERM.** This permit shall expire at midnight on #EXPIRATION\_DATE#. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

**D. CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit are consistent with the direction in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218. Any amendments to this permit under this clause must be in writing and must be signed and dated by the authorized officer.

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

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right to use or cross upon, over, or under the private road and authorize others to use or cross upon, over, or under the private road in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved, provided that:

(a) When the Forest Service uses the private road for commercial hauling, other than removal of timber cut during construction or maintenance of the private road or other occasional incidental use, the Forest Service shall pay or perform its pro-rata share of maintenance and construction costs of the private road; and

(b) The Forest Service shall require users to pay the holder or perform their pro-rata share of the current replacement cost of the private road, less depreciation, to reconstruct the private road as necessary to accommodate their use and perform road maintenance commensurate with their use.

The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation, including ensuring compliance with the terms of this permit. The Forest Service reserves the right to relocate the private road to the extent necessary to accommodate the management needs of the National Forest System. The centerline of this permit shall shift to follow the centerline of the relocated private road and shall be accepted as the new centerline of this permit. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

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

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

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to the private property accessed by the private road is planned.

2. Transfer of Title. Any transfer of title to the private property accessed by the private road shall result in termination of this permit upon issuance of a new permit to another party for the use and occupancy authorized in this permit. The party who acquires title to the private property must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the private property accessed by the private road. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

## **II. IMPROVEMENTS**

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

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

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

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

### **III. OPERATIONS**

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

**B. USE OF THE PRIVATE ROAD.** The holder shall have the right to use the private road without cost, other than the consideration provided for in this permit, for all purposes deemed necessary or desirable by the holder in connection with the protection, administration, management, and utilization of the holder's lands and other property.

**C. HOLDER'S RESPONSIBILITY FOR ROAD MAINTENANCE.** Any road maintenance performed by the holder shall be authorized by and shall be conducted in accordance with a maintenance plan approved in writing by the authorized officer. Maintenance, construction, or reconstruction of the private road to accommodate the holder's needs must have prior written approval from the authorized officer and shall be performed at the holder's expense.

**D. RESOURCE PROTECTION DURING ROAD MAINTENANCE.** The holder shall conduct any maintenance of the private road so as to avoid damaging adjacent National Forest System lands. The holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

**E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit 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 permit area must have prior written approval from the authorized officer.

### **F. PESTICIDE USE**

1. **Authorized Officer Concurrence.** Pesticides may not be used in the permit 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 holder 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 permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; 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 holder 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.

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

**H. FEDERAL SURVEY MONUMENTS, CORNERS, and BOUNDARY MARKERS.** The holder 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 holder 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 holder 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 holder 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.

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

**J. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA).** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The holder 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 holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The

activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

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

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

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

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

#### **<USER NOTES FOR NON-FEDERAL ENTITIES>**

**<Include the following clauses IV.D through IV.G in permits issued to non-federal entities unless otherwise directed by the user notes for state entities. Delete the set of clauses for federal entities below.>**

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

**E. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. 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 holder 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 holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

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

#### **F. ENVIRONMENTAL PROTECTION**

1. **Compliance with Environmental Laws.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*,

the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The holder 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 permit 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 holder 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 permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder 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 permit, the holder shall deliver the permit area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

**G. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**<USER NOTES FOR STATE ENTITIES>**

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

**<USER NOTES FOR FEDERAL ENTITIES>**

**<In permits issued to federal entities, include the following clauses IV.D through IV.F, and delete clauses IV.D through IV.G above.>**

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

## **E. ENVIRONMENTAL PROTECTION**

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

2. **Definition of Hazardous Material.** For purposes of clause IV.G and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. **Oil Discharges and Release of Hazardous Materials.** The holder 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 permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder 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 permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. **Remediation of Release of Hazardous Materials.** The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder 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 permit, the holder shall deliver the site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

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

## **V. LAND USE FEE AND DEBT COLLECTION**

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

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

**A. LAND USE FEE.** The holder is exempt from a land use fee pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.12, Chapter 40.

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

**A. LAND USE FEE.** The holder's land use fee is waived pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.12, Chapter 40. 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.

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

**A. LAND USE FEE.** Per 42 U.S.C. 15925, the holder 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 permit is issued. Otherwise, the holder shall pay the entire initial annual land use fee.

**B. LAND USE FEE PAYMENTS**

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

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

3. Late Payments

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

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

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

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this permit 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 holder from the Forest Service.

(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 holder, as provided by 31 U.S.C. 3720A *et seq.*

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

**VI. REVOCATION, SUSPENSION, AND TERMINATION**



**<Include the following clause VI.A in permits issued to federal entities. Delete the remaining clause VI.A and clause VI.B, and re-letter the remaining clauses in section VI.>**

**A. REVOCATION AND SUSPENSION**

1. Except as provided in clause VI.A.2, the authorized officer may not revoke or suspend this permit without the concurrence of the holder.
2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has the discretion to impose any terms deemed appropriate as provided for in this permit.

**<Include the following clauses VI.A through VI.F in permits that are not issued to federal entities. Delete clause VI.A above.>**

**A. REVOCATION AND SUSPENSION**

1. The authorized officer may revoke or suspend this permit in whole or in part:
  - (a) For noncompliance with federal, state, or local law;
  - (b) For noncompliance with the terms of this permit;
  - (c) For abandonment or other failure of the holder to exercise the privileges granted; or
  - (d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.
2. The authorized officer may revoke this permit in its entirety at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.
3. Prior to revocation or suspension, other than revocation at the request of the holder under clause VI.A.2 and immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

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

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service. In addition to termination under clause I.I, this permit shall terminate:

1. Upon expiration;
2. Prior to expiration, at such time when the authorized officer, in consultation with the holder, determines that the private road is no longer needed for access to the holder's lands;

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

**<USER NOTES FOR CLAUSE VI.E>**

**<Include the following clause VI.E in permits issued to non-federal entities and delete the remaining clause VI.E.>**

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.** Upon revocation of this permit or termination of this permit without issuance of a new permit, the authorized officer, after consultation with other affected agencies, has the discretion to require the holder to sell or remove all structures and improvements in the permit area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the permit area to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements in the permit area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

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

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

**F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.**

Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

**VII. MISCELLANEOUS PROVISIONS**

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

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

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

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

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.**

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

ACCEPTED:

\_\_\_\_\_  
[NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER,  
IF HOLDER IS AN ENTITY]  
#HOLDER\_NAME#

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
#AUTHORIZED OFFICER NAME#  
#TITLE#  
\_\_\_\_\_  
National Forest  
USDA Forest Service

\_\_\_\_\_  
DATE

#### 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 Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772. The time required to complete this information collection request is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to Forest Service Information Collections Officer, [SM.FS.InfoCollect@usda.gov](mailto: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 Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772.

**Routine Uses:** The information collected will be used by Forest Service officials to ensure that your use of National Forest System lands is administered in accordance with applicable statutes, regulations, and directives. The information collected from you is retained in the Special Uses Data System (SUDS) and is retrieved by the Forest Service 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, audiotape, 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](mailto:program.intake@usda.gov).

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