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

FS-2700-5a (09/2020)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

TERM SPECIAL USE PERMIT FOR RECREATION RESIDENCES

AUTHORITY:
Act of March 4, 1915, 16 U.S.C. 497

<Delete all user notes before printing.>

<USER NOTES FOR HOLDER NAME>
<If the permit is issued to a living trust, include as the holder name the name of the trustee, followed by the phrase, "trustee of the [trust name, e.g., 'XYZ Living Trust'].">

#HOLDER_NAME#, #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_ADD_LINE_3#, (the holder) #HOLDER_CITY#, #HOLDER_STATE# #HOLDER_ZIP# [is/are] authorized to occupy a recreation residence on National Forest System (NFS) lands for personal, noncommercial recreational use on the _____ National Forest, subject to the terms of this permit and its appendices. A legal description of the NFS lands covered by this permit (the permit area) is described as follows:

1. Lot #REC_RES_LOT_NUMBER# of the #REC_RES_TRACT_NAME# tract, a plat of which is on file in the office of the Forest Supervisor;

or

2. #TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#, SECOND_DIVISION# #SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION# #THIRD_DIV_NAME_NUMBER#, as shown on the attached map, which is incorporated as Appendix A. This and any other appendices are hereby incorporated into this permit.

The following appurtenant private improvements, whether on or off the lot, are authorized in addition to the recreation residence:

#PURPOSE #

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Act of March 4, 1915, the Term Permit Act, 16 U.S.C. 497; 36 CFR Part 251, Subpart B, as amended; Forest Service Manual 1920, 1950, 2340, 2720, and 5410; and Forest Service Handbook (FSH) 2709.11, Chapters 10-50; FSH 2709.14, Chapter 20; and FSH 5409.12, Chapter 60.

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

C. AUTHORIZED USE. This permit authorizes only noncommercial recreational use by the holder's immediate family and the holder's non-paying guests, other than incidental rental that has prior written approval from the authorized officer pursuant to clause VII.A.

D. OCCUPANCY BY A TRUST BENEFICIARY'S IMMEDIATE FAMILY. If this permit is issued to a living trust and the grantor's immediate family will not be occupying the recreation residence, the trustee shall notify the authorized officer which trust beneficiary's immediate family will be occupying the recreation residence. The permanent address of this immediate family shall be provided to the Forest Service. The trustee shall update the identification and permanent address of this immediate family as necessary. The trustee warrants that the trustee has the authority to bind the trust to the terms of this permit. The trust is liable for compliance with all the terms of this permit.

<USER NOTES FOR CLAUSE I.E>
<In most cases, the term should be 20 years.>

E. 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.

F. CHANGE IN ADDRESS, OWNERSHIP OF THE RECREATION RESIDENCE, OR THE TRUSTEE. The holder, the holder's executor or personal representative, or the trustee shall immediately notify the authorized officer of a change in the holder's or grantor's permanent address or a change in the ownership of the recreation residence authorized by this permit. If the permit is issued to a trust, the trustee shall immediately notify the authorized officer of a change in the trustee or revocation or termination of the trust.

G. 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, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.

H. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the 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, regulations, 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.

I. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. 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. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. This permit authorizes only occupancy of a recreation residence. Nothing in this permit gives or implies permission to build or maintain any structure or improvement or to conduct any activity, unless specifically authorized by 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. Improvements requiring specific approval shall include but are not limited to signs, fences, name plates, mailboxes, newspaper boxes, boathouses, docks, pipelines, antennas, water and sewer facilities, and storage sheds.

B. DRAWINGS. All drawings and revisions to drawings for development, layout, construction, reconstruction or alteration of improvements on the authorized lot must be prepared by a licensed engineer, architect, or 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.

III. OPERATIONS

A. OPERATING PLAN. The holder shall prepare an operating plan and any operating plan revisions in consultation with the authorized officer or the authorized officer's designated representative. The operating plan shall cover all activities authorized by this permit. The operating plan shall outline steps the holder 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 holder's activities for compliance with the terms of this permit. The operating plan shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative prior to commencement of authorized activities and shall be attached to this permit as an appendix. Any operating plan revisions shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative before they are implemented. The operating plan shall, at a minimum, address requirements for the following:

1. Maintenance of vegetation, tree planting, and removal of dangerous trees and other unsafe conditions.

2. Maintenance of the authorized improvements.

3. Size, placement and description of authorized signs.

4. Removal of garbage.

5. Fire protection.

6. Identification of the person responsible for implementing the operating plan, if other than the holder, and a list of the name, address, and telephone numbers of persons to contact in the event of an emergency.

7. Process and logistics for receiving approval from the authorized officer.

The operating plan shall be revised as necessary when changes to the authorized use are approved by the authorized officer.

B. MINIMUM OCCUPANCY AND PROHIBITION ON USE AS PRIMARY PLACE OF RESIDENCE. The recreation residence authorized by this permit shall be occupied at least 15 days each year, unless otherwise authorized in writing, but no more than 5 months each year. Use of the recreation residence authorized by this permit as a principal place of residence is prohibited and shall be grounds for revocation of this permit. Upon request of the authorized officer, the holder shall furnish current documentation of the holder's principal place of residence, such as the lease for the holder's principal place of residence; the holder's income tax documentation and property tax documentation for the holder's principal place of residence; and/or 7 consecutive months of utility bills in the holder's name for the holder's principal place of residence.

C. MAINTENANCE OF IMPROVEMENTS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect NFS resources.

D. INSPECTION OF THE PERMIT AREA. The holder is responsible for inspecting the permit area (using Form FS-2700-6b, Recreation Residence Self-Inspection Report), authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions that could affect the authorized improvements or pose a risk to public safety. After obtaining written approval from the authorized officer, the holder shall remove these hazards at the holder's expense.

E. USE OF NFS ROADS AND NFS TRAILS. The holder's use of NFS roads and NFS 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.

F. 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 obligations of the holder 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 defense to noncompliance with any of the terms of this permit.

G. 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 agent 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.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. 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 United States is not liable to the holder for the exercise of any such right.

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

<USER NOTES FOR CLAUSE IV.D>

<Include clause IV.D in special use authorizations when they will involve the use of water and the water development and use will occur on NFS lands. Consult FSH 2709.11, section 52.4, clauses D-24 through D-27 for alternate circumstances and choose the appropriate clauses in consultation with the local Forest Service Water Rights Program Manager. Select or fill in the appropriate use in brackets, and delete the bracketed language as appropriate.>

D. WATER RIGHTS AND WATER FACILITIES

1. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state, local, or other law. Any necessary water rights must be acquired by the holder in accordance with state law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on NFS lands for use on NFS lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring water rights shall be the responsibility of the holder and not the responsibility of the United States.

2. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on NFS lands may be initiated, developed, certified, or adjudicated by the holder without prior written approval from the authorized officer. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the recreation residence authorized by this permit. If the use of any water facilities in connection with this recreation residence ceases, the authorization to use any associated water facilities also ceases. The United States reserves the right to place any conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on NFS lands in compliance with applicable law. Any change in the beneficial use of or location of use from a water facility without prior written approval from the authorized officer shall result in termination of the authorization of that facility.

<USER NOTES FOR CLAUSE IV.D.3.>

<Add this paragraph when water rights required for the use to be authorized have already been obtained in accordance with state law in the name of the holder; acquisition of those water rights did not violate the terms of the permit; and the water development and use will occur on NFS lands. Otherwise delete this clause. Select or fill in the appropriate use in brackets, and delete the bracketed language as appropriate. Delete these instructions.>

3. Water Rights Acquired in the Name of the Holder.

(a) Identification of Water Rights. The holder has obtained the following water rights for use under this permit in the holder's name:

State ID #: _____

Owner: _____

Purpose of Use: _____

Decree, License, or Certificate: _____

Point of Diversion: _____

(b) Revocation or Termination. Upon revocation or termination of this permit, the holder shall transfer the water rights enumerated in paragraph 3(a) to the succeeding permit holder for use only in connection with the recreation residence authorized by this permit provided that if that recreation residence is not reauthorized, the holder shall promptly petition in accordance with state law to remove from NFS lands the point of diversion and water use associated with the water rights or shall relinquish the water rights to the state where they are located.

(c) Abandonment. Upon abandonment of the recreation residence authorized by this permit, any of the water rights enumerated in paragraph 3(a) that remain in the name of the holder at the time of abandonment shall be deemed to have been transferred to the United States to hold for the benefit of any succeeding permit holder for use only in connection with that recreation residence; provided that if that recreation residence is not reauthorized, the United States shall retain the water rights or relinquish them to the state where they are located.

(d) Waiver. The holder waives any claims against the United States for compensation for any water rights that are transferred, removed, or relinquished as a result of revocation or termination of this permit or abandonment of the use authorized by this permit, or for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities associated with water rights enumerated in paragraph 3(a).

E. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of NFS lands by the holder 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, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

F. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements and 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 to the authorized improvements and 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 any authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate. If the authorized officer determines that the permit area cannot be safely occupied due

to a public health or safety or environmental hazard, this permit shall terminate. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the improvements, by the holder against the Forest Service.

G. 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 NFS 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 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.K.

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

H. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder 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 conection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees, agents, or contractors. The holder 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 Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

I. 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.I 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. 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, contractors, or renters 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.

J. INDEMNIFICATION. 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 family, guests, invitees, heirs, assignees, agents, employees, contractors, or renters 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 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 combination with or as an alternative to monetary indemnification.

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

<USER NOTES FOR CLAUSES IV.K.1 THROUGH IV.K.3>
<Delete clauses IV.K.1 through IV.K.3 when a bond is not required.>

1. As a further guarantee of compliance with the terms of this permit, the holder 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# for [specify obligations covered, e.g., to secure the holder's obligation to restore the permit area after construction or upon revocation or termination of the permit without issuance of a new permit]. 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 holder 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 holder 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.

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

3. The holder 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 authorized improvements are to be removed and the permit area restored.

<USER NOTES FOR CLAUSE IV.L>
<Include clause IV.L when the permit area is located or presumed to be located in a floodplain or floodway as those terms are defined in Executive Order 11988. Otherwise, delete clause IV.L.>

L. FLOOD DAMAGE. The lands covered by this permit are in a floodplain or floodway. This permit is issued with the specific understanding that if the authorized improvements are substantially damaged and made uninhabitable by a flood, this permit shall terminate, and the remaining improvements shall be removed within 90 days. If damage to the improvements is not substantial, they may be repaired and allowed to remain if they can be flood-proofed without affecting flows in the floodplain or floodway. No expansion of existing improvements or new improvements will be allowed in the floodplain or floodway. No claim shall be made against the United States for loss, damage, or termination of the permit due to a flood.

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 permit 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 holder shall protect the scenic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and 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 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 NFS 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 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 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.

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

F. 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 NFS 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.

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

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder 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 critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit 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 lease 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 lease and may be shown on the ground. The lessee 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 lessee or the Forest Service of other sites within the lease area containing sensitive species or species of conservation concern designated pursuant to FSM 2670 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. WATER WELLS AND ASSOCIATED PIPELINES

1. Other Jurisdictional Requirements. Clause IV.D governs water rights and water facilities. The holder shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to the authorized officer. For new wells, this information shall be provided prior to disturbing NFS lands for the purpose of water use or development.

2. Well Construction or Development. For new or reconstruction of existing wells, the holder shall prepare a well construction and development plan and submit it to the authorized officer for approval. The well development and construction plan must have prior written approval from the authorized officer before well construction or development is initiated. The holder shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction logs, shall be provided to the authorized officer within 60 days of completion of work.

3. Well Decommissioning. The holder shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the authorized officer. The well decommissioning plan shall have written approval from the authorized officer before well decommissioning is initiated. All documentation of well decommissioning shall be provided to the authorized officer within 60 days of completion of the work.

VI. CABIN USER FEES AND DEBT COLLECTION

A. CABIN USER FEE. The annual cabin user fee shall be based on the recreation residence's fee tier assignment. The recreation residence authorized by this permit has been assigned to Tier _____ with a current-year annual cabin user fee of _____. The cabin user fee is due within 30 days of the date of billing. The cabin user fee shall be adjusted annually based on changes in the Implicit Price Deflator for the Gross Domestic Product, published by the Bureau of Economic Analysis of the United States Department of Commerce, applied on a 5-year rolling average. Assignment to a fee tier is not subject to appeal pursuant to 36 CFR Part 214.

B. CABIN USER 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 Cabin User Fees. Cabin user fees are due and payable by the due date. Disputed cabin user fees, other than cabin user 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 cabin user 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 cabin user 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. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

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

4. Administrative Offset and Credit Reporting. Delinquent cabin user 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 common law. 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 90 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

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

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

VII. RENTAL, NON-TRANSFERABILITY, AND SALE

A. INCIDENTAL RENTAL. With prior written approval from the authorized officer, the holder may rent the recreation residence authorized by this permit for short periods not to exceed a total of 30 days per calendar year, provided the rental does not change the character or use of the authorized improvements from noncommercial to commercial. The rental agreement must be in writing and must provide that the holder remains responsible for compliance with all the terms of this permit. A copy of the rental agreement shall be provided to the authorized officer at least two weeks before each rental.

B. NONTRANSFERABILITY. This permit is not transferable. A purchaser or transferee of the recreation residence authorized by this permit must apply for and obtain a new permit from the Forest Service. A transfer fee shall be charged to the holder per clause VII.D.

C. PROSPECTIVE PURCHASERS AND TRANSFEREES. When the holder is contemplating a sale of the recreation residence authorized by this permit, the holder shall notify the authorized officer and provide a copy of this permit to the prospective purchaser or transferee. The holder shall not represent that the Forest Service will issue a new permit to the prospective purchaser or transferee. Any purchaser or transferee must apply for and obtain a new permit from the Forest Service. A new permit may be issued only to an individual, a married couple, or a living trust.

D. TRANSFER FEE. The holder shall pay a fee of $1,200, adjusted for inflation, for the issuance of a new recreation residence permit due to a change of ownership of the recreation residence authorized by this permit. The transfer fee shall be adjusted annually based on changes in the Implicit Price Deflator for the Gross Domestic Product, published by the Bureau of Economic Analysis of the United States Department of Commerce, applied on a 5-year rolling average.

VIII. REVOCATION, SUSPENSION, AND TERMINATION

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

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 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 VIII.A.2 and immediate suspension under clause VIII.C, the authorized officer shall give the holder written

notice of the grounds for revocation or suspension and a reasonable period, not to exceed 90 days, to cure any noncompliance.

B. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST. The authorized officer may revoke this permit during its term if the Forest Service determines based on a land management planning decision that the use and occupancy authorized by this permit should be changed for specific and compelling reasons in the public interest, other than a determination under clause IV.F that the authorized improvements or the permit area cannot be safely occupied. Prior to revoking the permit under this clause, the authorized officer shall give the holder 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 authorized improvements, to require the holder to remove or relocate them, or to purchase them. Removal or relocation by the Forest Service of the authorized improvements shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If the Forest Service requires the holder to remove or relocate the authorized improvements or purchases them, the Forest Service shall be obligated to pay the lesser of (1) the cost of removal or relocation of the authorized improvements or (2) the value of the authorized improvements 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 lessee, that amount shall be accepted by the holder 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 permit implies that Congress will appropriate funds to cover a deficiency in appropriations.

C. 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 on-site 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 on-site review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Written decisions made by the authorized officer relating to administration of this permit are subject to 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, other than as provided in clause VIII.B.

E. 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. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon a change in ownership of the recreation residence authorized by this permit. 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.

1. Termination upon Change in Ownership. If the holder through voluntary sale, transfer, change in trustee, revocation of a trust, termination of a trust after the grantor's death, enforcement of contract, foreclosure, divorce, or other legal proceeding ceases to be the owner of the authorized improvements, this permit shall terminate. If the person who acquires title to the improvements is qualified to be a holder under applicable regulations and Forest Service directives, that person shall be granted a new permit for the remainder of the term of this permit.

2. Termination of a Permit Issued to a Married Couple or an Individual upon their Death

(a) Married Couple. If the holder of this permit is a married couple and one spouse dies, this permit shall remain in effect, without amendment, in the name of the surviving spouse.

(b) Individual or Surviving Spouse. If the holder of this permit is an individual or a surviving spouse and the holder dies, this permit shall terminate. Pending settlement of the holder's estate, an annual renewable permit, using form FS-2700-4, shall be issued to the executor or personal representative of the holder's estate. Upon settlement of the estate, the authorized officer shall issue a new permit, updated as necessary to reflect Forest Service policy changes, to a qualified heir or devisee for the remainder of the term of this permit. To qualify, an heir or a devisee must be one individual 21 years of age or older or a married couple and must have title to the recreation residence authorized by this permit as shown by a court order, bill of sale, recorded will, or other legally sufficient documentation.

3. Termination of a Permit Issued to a Living Trust Upon the Death of the Trustee or Trustees

(a) Married Couple as the Trustees. If the holder of this permit is a living trust with a married couple as the trustees and one spouse dies, this permit shall remain in effect, without amendment, in the name of the surviving spouse as the trustee.

(b) Individual or Surviving Spouse as the Trustee. If the holder of this permit is a living trust with an individual or a surviving spouse as the trustee and the individual or surviving spouse dies, this permit shall terminate. Pending disposition of the trust, an annual renewable permit, using form FS-2700-4, shall be issued to the executor or personal representative of the trustee's estate. Upon disposition of the trust, the authorized officer shall issue a new permit, updated as necessary to reflect Forest Service policy changes, to a qualified beneficiary of the trust for the remainder of the term of this permit. To qualify, a beneficiary must be one individual 21 years of age or older or a married couple and must have title to the recreation residence authorized by this permit as shown by a court order, bill of sale, recorded will, or other legally sufficient documentation.

IX. CONTINUATION OF THE AUTHORIZED USE AND OCCUPANCY UPON EXPIRATION OF THE PERMIT

A. CONSISTENCY DETERMINATION. A decision to issue a new permit or convert the permit area to an alternative public use upon expiration of this permit requires a determination of consistency with the applicable land management plan (the plan).

1. Where continued use is consistent with the plan, the authorized officer shall issue a new permit, in accordance with applicable requirements for environmental analysis.

2. If, as a result of an amendment or revision of the plan, the permit area is allocated to an alternative public use, the authorized officer shall conduct site-specific environmental analysis to determine the range and intensity of the alternative public use.

(a) If the environmental analysis results in a decision that the authorized use may continue, the holder shall be notified in writing, this permit shall be modified as necessary, and a new permit shall be issued upon expiration of this permit.

(b) If the environmental analysis results in a decision that the authorized use shall be converted to an alternative public use, the holder shall be notified in writing and given at least 10 years continued

occupancy from the date of that notice. The holder shall be given a copy of the environmental analysis and decision document.

(c) If a land use decision relating to the permit area and its supporting environmental documentation are more than 5 years old, the decision and supporting documentation shall be reviewed at least 2 years prior to permit expiration. If the review indicates that the conditions resulting in the decision are unchanged, the decision may be implemented. If the review indicates that conditions have changed, new environmental analysis shall be conducted to determine the proper course of action.

B. NEW TERMS. In issuing a new permit, the authorized officer shall include terms that reflect new requirements imposed by current federal and state land use plans, laws, regulations, or other management decisions.

C. NEW PERMIT TO ACCOMMODATE 10-YEAR CONTINUED OCCUPANCY. If the holder receives notice that the permit area will be converted to an alternative public use and the 10-year period of continued occupancy would extend beyond the expiration date of this permit, upon expiration of this permit, a new term permit shall be issued for the remaining portion of the 10-year period.

X. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT

A. REMOVAL OF IMPROVEMENTS. Except as provided in clause VIII.B, upon revocation of this permit or termination of this permit without issuance of a new permit, the authorized officer has the discretion to require the holder to sell or remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the site to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements 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.

B. OFFER OF AN IN-LIEU LOT. Upon revocation (other than revocation for noncompliance) or upon notification that a new permit will not be issued after expiration of this permit, the authorized officer may offer an in-lieu lot, if available, to the holder for building or relocating a recreation residence. An in-lieu lot must be in a location that is consistent with the applicable land management plan in the same National Forest as the authorized improvements or in an adjacent National Forest. An offer of an in-lieu lot must be accepted within 90 days or within 90 days of final disposition of administrative appeal of the revocation decision, termination when rebuilding is not allowed, or notification that a new permit will not be issued upon permit expiration, whichever is later, or the offer will expire. Upon acceptance of an in-lieu lot, this permit shall terminate.

C. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms and conditions 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.

<USER NOTES FOR CLAUSE X.D>
<Include clause X.D when the lands authorized for use are withdrawn for hydroelectric power or reclamation purposes. Otherwise, delete it.>

D. TERMINATION FOR THE DEVELOPMENT OF HYDROELECTRIC POWER OR RECLAMATION PURPOSES. Any lands covered by this permit 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 permit which have been withdrawn under the Reclamation Act of June 17, 1902, are subject at any time to use for reclamation purposes. This permit is issued with the specific understanding that (1) the use and occupancy authorized by this permit shall not interfere with such development of hydroelectric power or reclamation and that (2) this permit shall terminate after 90 days written notice when, in the judgment of the Federal Energy Regulatory Commission, the lands in question are needed for the development of hydroelectric power or, in the judgment of the Bureau of Reclamation, the lands in question are needed for reclamation purposes. The holder shall have 90 days to remove the authorized improvements. Termination under this clause does not constitute revocation for specific and compelling reasons in the public interest under clause VIII.B and shall not give rise to any claim for damages, including lost profits and damage to improvements, by the holder against the Federal Energy Regulatory Commission, the Bureau of Reclamation, the Forest Service, or hydroelectric power licensees.

XI. 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. SUPERSEDED PERMIT. This permit replaces a special use permit issued to: #PREV_REISSUE_HOLDER#, #PREV_AUTH_ID#, on #PREV_REIS_ISSUE_DATE#.

C. DISCLAIMER REGARDING TITLE. Issuance of this permit shall not be construed as an admission by the United States as to the title to any of the authorized improvements. The United States disclaims any liability for issuance of a permit in the event of disputed title.

D. RULE OF CONSTRUCTION. If this permit is issued to a living trust and there is a conflict between any of the terms of this permit and the terms of the trust documents or state law applicable to the trust, the terms of this permit shall control.

<USER NOTES FOR SIGNATURE BLOCK>
<Require both spouses to sign a permit issued to a married couple. Delete the second signature line for a permit issued to an individual or to the trustee of a trust.>

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

ACCEPTED:

#HOLDER_NAME# DATE

#HOLDER_NAME# DATE

APPROVED:

#AUTHORIZED OFFICER NAME# DATE
#TITLE#

National Forest
USDA Forest Service

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