

Auth ID: **xxxx**
Contact Name: **xxxx**
Expiration Date: **12/31/2028**
Use Code: 123
Issue Date: _____

FS-2700-5a (VER 03/17)
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**

USER NOTES FOR HOLDER NAME (Delete all Blue User Notes Prior to Printing)

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, ADDRESS (the holder) **CITY, STATE ZIP** is authorized to occupy a recreation residence on National Forest System lands for personal, noncommercial recreational use on the CUSTER GALLATIN NATIONAL FOREST, subject to the terms and conditions of this permit and its appendices. A legal description of the National Forest System lands covered by this permit (the permit area) is described as follows:

1. **Lot [#]** of the **[tract name]**, a plat of which is on file in the office of the Forest Supervisor;
2. **[Legal description]** MONTANA MERIDIAN 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 appendices are attached hereto and make a part of this permit hereof:

- Appendix A** – Operating and Maintenance Plan
- Appendix B** – Forest Food Storage Order, Occupancy and Use Order #01-14-11-00-02, dated 09/19/2014
- Appendix C** – Vicinity Map
- Appendix D** – Tract Map
- Appendix E** – Lot Map
- Appendix F** – photos of authorized improvements
- Appendix G** – [other as appropriate or needed]

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

List of Improvements

Conditions Included In This Authorization [as appropriate] - based upon Forest Service Handbook Supplement for the Gallatin National Forest - Administration of Recreation Residence Permits (or future document by which it is superseded):

- A - Structure must conform with FSH Gallatin NF Supplement if it is rebuilt after being destroyed, substantially damaged (50% or greater) or is sufficiently deteriorated to be no longer functional, or if permit holder proposes replacement, major structural changes or significant remodels.
- B - Where a lot already contains authorized outbuildings, requests from the holder to construct another outbuilding may be considered if the holder agrees to consolidate those existing out buildings, whenever possible, into the one new outbuilding being requested. Small sheds used solely for wood storage may be authorized separately.
- C - Once a pit toilet is no longer in use, it must be removed and the site cleaned up. Existing pit toilets and septic drain fields that are currently being used and maintained and that are functioning properly may be allowed to remain; however, annual inspections shall include checks for signs of pollution, supersaturation of the ground, or other problems.

D - Holder is responsible for maintaining roads, driveways, parking areas and bridges according to FS standards (see Forest website) to prevent pollution, sedimentation and road surface spread. Approval is needed prior to any maintenance work.

E - When roads, driveways, vehicle bridges or parking areas serve multiple lots, it is recommended that they are authorized through a special use permit issued to an association that the holders form.

LIVING TRUST: The Trustee(s) of this Living Trust (the Permit Holder) shall notify the Authorized Forest Service Officer when the last Grantor (the original owner who granted the ownership of the cabin and associated improvements to the Trust) dies. At that time the Living Trust becomes irrevocable. The Forest Service may allow an interim period of up to approximately one year after the last Grantor dies for the assets to be distributed and for the beneficiaries of the Trust, who are now the owners of the cabin, to request that a new permit be issued, either to an individual, a married couple or to the Trustee(s) of a new Living Trust if the new owners grant the ownership of the cabin to a Living Trust.

Also note section XI.D.2, in the clauses below.

TERMS AND CONDITIONS

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 2709.11, Chapters 10-50, and FSH 5409.12, Chapter 60. Copies of these regulations and directives shall be provided by the authorized officer to the holder at no charge upon request.

B. AUTHORIZED OFFICER. The authorized officer for this permit is the Forest Supervisor or a subordinate officer with delegated authority.

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.

USER NOTES FOR CLAUSE I.D

Read both user notes before making a selection

Selection 1. Include clause I.D through I.I when the permit is issued to a living trust.

D. PERMITS ISSUED TO A LIVING TRUST. For permits issued to a living trust, if the grantor's immediate family will not be occupying the recreation residence, the trustee shall notify the authorized officer which 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 and conditions of this permit. The trust is liable for compliance with all the terms and conditions of this permit.

E. TERM. This permit shall expire at midnight on 12/31/2028, IN MOST CASES, 20 YEARS FROM THE DATE OF ISSUANCE.

F. CHANGE IN ADDRESS, OWNERSHIP OF THE RECREATION RESIDENCE, OR THE TRUSTEE. The holder or the holder's executor or personal representative shall immediately notify the authorized officer of a change in the holder's permanent address or a change in the ownership of the recreation residence. 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 a land management plan pursuant to 36 CFR Part 214.

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.

[Selection 2. USER NOTES Include clauses I.D through I.H when the permit is NOT issued to a living trust.](#)

D. TERM. This permit shall expire at midnight on 12/31/2028, IN MOST CASES, 20 YEARS FROM THE DATE OF ISSUANCE.

E. CHANGE IN ADDRESS, OWNERSHIP OF THE RECREATION RESIDENCE, OR THE TRUSTEE. The holder or the holder's executor or personal representative shall immediately notify the authorized officer of a change in the holder's permanent address or a change in the ownership of the recreation residence. 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.

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G. 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.

H. 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. Approval of such a proposal 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. PLANS. All plans and revisions to plans for development, layout, construction, reconstruction or alteration of improvements on the authorized lot must be prepared by a licensed engineer, architect, or landscape architect, in those states in which such licensing is required, or other qualified individual acceptable to the authorized officer. These plans and revisions to these plans must be approved by the authorized officer before commencement of any work.

III. OPERATIONS

A. OPERATING PLAN. The holder shall prepare an operating plan in consultation with the authorized officer or the authorized officer's designated representative and coordinate with for the review and approval. 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 and conditions of 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 authorized activities and shall be attached to this permit as an appendix. 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 FULL-TIME OCCUPANCY. The permitted improvements shall be occupied at least 15 days each year, unless otherwise authorized in writing, but shall not be used as a full-time residence. Use of the permitted improvements as a principal place of residence is prohibited and shall be grounds for revocation of this permit.

C. MAINTENANCE OF IMPROVEMENTS. The holder shall maintain the authorized improvements and National Forest System lands to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer.

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. REMOVAL AND PLANTING OF VEGETATION. This permit does not authorize the cutting of timber or other vegetation. Trees, shrubs, grasses, and other plants may be removed or destroyed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, grasses, and other plants may be planted within the permit area with prior written approval of 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 National Forest System 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 National Forest System lands for use on National Forest System 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 National Forest System 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 National Forest System 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 and conditions of the permit; and the water development and use will occur on National Forest System 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 3a 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 National Forest System 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 3a 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 3a.

Delete IV.D.3 if not applicable

E. SERVICES NOT PROVIDED. This permit is for the occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

F. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized improvements in the permit area 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, the permit shall terminate.

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 the National Forest System lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression or other costs resulting from rehabilitation or restoration of natural resources, associated with 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.

2. The holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or sublessees 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 connection 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 or agents. 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. For purposes of clause IV.I 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.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit, that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

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 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 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.

K. 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, the 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. 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 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 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. WATER POLLUTION. No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. 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 that would result in harm to fish and wildlife or to human water supplies.

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

D. 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.

E. 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 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. 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.

F. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all 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 follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave the discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

G. 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 make a reasonable effort to protect and secure the items. 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 forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

H. 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 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 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 sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit 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.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit 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 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 sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit 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 .

J. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the Forest Service 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, Subpart B, 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.

2. Except with respect to any federally permitted release as that term is defined under section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or 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 free and clear of contamination.

K. 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 National Forest System 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. Water Conservation Plan. The holder shall prepare and submit for written approval by the authorized officer a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.

4. 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. BASE CABIN USER FEES AND DEBT COLLECTION

A. BASE 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 [number]** with a current-year annual cabin user fee of **[\$ amount]**. 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. FEE PAYMENT ISSUES.

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 Fees.** Annual cabin user fees are due and payable by the due date. Fees, even if disputed, 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 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.

C. NONPAYMENT. Failure of the holder to make timely payments, pay interest charges, or any other charges when due shall be grounds for revocation of this permit.

D. ADMINISTRATIVE OFFSET AND CREDIT REPORTING. Delinquent fees and other charges associated with the 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:

1. Administrative offset of payments due the holder from the Forest Service.

2. If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

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

4. 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 covered by this permit for a limited number of short, specific periods for recreational purposes, 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.

B. NONTRANSFERABILITY. This permit is not transferable. A purchaser or transferee of the recreation residence covered by this permit must apply for and obtain a new permit from the Forest Service. A transfer fee will be applied (see

D. Transfer Fee).

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 and must meet the qualification for issuance of an authorization by demonstrating sole ownership to be held by an individual, married couple, or living/family 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. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state or local law.
2. For noncompliance with the terms and conditions of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than 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

1. If during the term of this permit the authorized officer determines that specific and compelling reasons in the public interest require revocation of this permit, this permit shall be revoked after 180 days written notice to the holder, 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 purchase the holder's authorized improvements, relocate the holder's authorized improvements to another lot, or to require the holder to relocate or remove them. The Forest Service shall be obligated to pay the lesser of (1) the cost of relocation and damages resulting from their relocation that are caused by the Forest Service 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 physical depreciation. If that amount is fixed by mutual agreement between the authorized officer and the holder, that amount shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If mutual agreement is not reached, the authorized officer shall determine the amount to be paid, which shall become part of 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.

2. If revocation in the public interest occurs after the holder has received notification that a new permit will not be issued following expiration of this permit, the amount of damages shall be adjusted as of the date of revocation by multiplying the replacement cost by a fraction which has as the numerator the number of full months remaining in the term of the permit as of the date of revocation (measured from the date of the revocation notice) and as the denominator the total number of months in the original term of this permit.

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 supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

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 authorized improvements. 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, enforcement of contract, foreclosure, 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, the permit shall remain in effect, without amendment or revision, 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, a married couple, or an approved family or living trust Married Couple who 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.

(c). Divorce. If there is a change in ownership of the recreation residence as a result of the divorce, the permit terminates if supporting documentation demonstrates that a change in interest in the cabin by the married couple has changed.

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. 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 AND CONDITIONS. In issuing a new permit, the authorized officer shall include terms and conditions 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 10-year continued occupancy given a holder who receives notification that a new permit will not be issued would extend beyond the expiration date of the current 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.

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: [previous permit holder's name] [previous authorization ID#] issued on [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. RULES OF CONSTRUCTION

1. If there is a conflict between the foregoing standard printed clauses and any clauses added to the permit, the standard printed clauses shall control.

2. If this permit is issued to a trust and there is a conflict between any of the terms and conditions of this permit and the terms of the trust documents or state law applicable to the trust, the terms and conditions of this permit shall control.

E. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL (R1-D4). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by [county weed authority or national forest] in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated with the authorized area.

When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

USER NOTE: This clause is mandatory for all authorizations for private roads with bridges. If the private road is a secondary use, also insert WO clause G-1.

F. INSPECTION OF BRIDGES (R1-G1). The holder is responsible for the inspections of the following authorized bridge(s):

[Bridge description and location]

Inspection procedures shall consist of a written field inspection report and structural analysis to determine the safe load-carrying capacity. At a minimum, the bridge inspection and report shall include the items in Bridge Inspection and Reporting Requirements, attached hereto as Exhibit [Exhibit letter/number].

USER NOTE: Cut the following and attach as an exhibit to the special use authorization.

Exhibit [Exhibit letter/number]

Bridge Inspection and Reporting – Minimum Requirements

Bridges authorized by a special use authorization shall meet the requirements of the National Bridge Inspection Standards (NBIS), 23 CFR Part 650.

Routine inspections shall be completed by an individual meeting the qualifications specified by the NBIS and in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, as referenced in the NBIS.

All bridges shall have a load rating, completed by a professional engineer registered in the state where the bridge is located, which establishes the safe carrying capacity of the bridge in accordance with AASHTO Manual for Condition Evaluation of Bridges. The legal bridge load limits for various vehicles are:

Type 3 Truck - 25 tons

Type 3S2 Truck - 36 tons

Type 3-3 Truck - 40 tons

If the load rating of a bridge is less than the legal load limit, the holder shall post the load rating for the bridge in accordance with AASHTO Manual for Condition Evaluation of Bridges and the Manual for Uniform Traffic Control Devices (MUTCD). Figure R12-5 below is an example of a MUTCD-compliant sign indicating a bridge with a load rating which is less than the legal load limit. The three vehicles illustrated on the sign below are typical legal load configurations used in load rating and posting. If a bridge has a load rating of less than three (3) tons, the holder of the authorization shall close the bridge to motor vehicle traffic, using MUTCD-compliant barricades posted with "Road Closed" signs.

In accordance with the NBIS, routine inspections shall be conducted every two (2) years. The interval may be extended to a maximum of four (4) years, if the bridge meets all the requirements of the Federal Highway Administration's Technical Advisory (TA) 5140.21. The following list taken from TA 5140.21 is intended as a guide for identifying classes of bridges that, in general, would not be eligible for routine inspection at intervals longer than two (2) years. This list may also be used to identify bridges that are candidates for routine inspection at intervals more frequent than every two (2) years.

1. Bridges with any condition rating of five (5) or less.
2. Bridges that have inventory ratings less than the state's legal load.
3. Bridges with spans greater than 100 feet in length.
4. Bridges without load path redundancy.

5. Bridges which are very susceptible to vehicular damage, e.g., bridges with a vertical over- or under-clearance of less than 14 feet, 0 inches, narrow through- or pony-trusses.
6. Uncommon or unusual designs or designs with little performance history, such as segmental or cable-stayed designs.

In addition, the authorization holder shall arrange for inspection(s) following an event or occurrence that has damaged or potentially damaged the bridge(s). The holder shall immediately report the results of such inspection(s) to the authorized officer.

The authorization holder shall maintain a bridge inspection file for each authorized bridge. The holder shall make the bridge inspection file(s) available to the Forest Service upon request. At a minimum, the bridge inspection file(s) shall include the following:

1. A current inspection report.
2. Load rating calculations.
3. Bridge design calculations and plans, if available.
4. Photographs of the bridge, approaches, elevation, the channel upstream and downstream of the bridge, and any visible deficiencies in the bridge structure.

The authorization holder shall provide a copy of any proposed bridge maintenance, repair and/or replacement plans to the authorized officer for review and approval. The holder and the authorized officer will then agree upon how and when the required repairs and/or maintenance or replacement work will be completed. For major maintenance, repair or replacement projects, the authorized officer may require the holder to develop a design, construction plans and abide by construction standards.

G. GRIZZLY BEAR PROTECTION (R1-X10). This special-use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973, 16 U.S.C. 1531, the following conditions apply to this special-use authorization:

1. The authorized officer may order an immediate temporary suspension of all human activities permitted by this authorization and, if needed, suspend or revoke the special-use authorization when, in his/her judgment, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The holder shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension or revocation. Such suspension or revocation may be appealed to the next higher level as provided in 36 CFR 214
2. The holder, his/her agents, employees, contractors and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan, Appendix B – Custer Gallatin National Forest Occupancy and Use Order #01-14-11-00-02, dated 09/19/2014, in the conduct of any and all activities authorized. The authorized officer may review and revise the plan as needed.
3. The holder assumes full responsibility and shall hold the United States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this special-use authorization and encounters with grizzly bears, or from suspension, revocation, or termination of activities authorized by this special-use authorization.
4. Intentional or negligent acts by the holder, his/her agents, employees, contractors and subcontractors that result in injury or death of a grizzly bear will be cause for suspension or revocation of this authorization in whole or in part.
5. Failure to comply with provisions 1, 2 or 3 may result in suspension or revocation of this authorization in whole or in part, and may cause criminal action to be taken against the holder under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

H. FOREST SERVICE REPRESENTATIVE (R1-X16). The District Ranger, [district name] Ranger District, Telephone No. [phone #], is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

I. INFORMATION FROM HOLDERS (R1-X17). As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining annual rental fees, ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (Title 18, U.S.C. Section 1001).

Include clause D-24 in authorizations for new or existing special uses when they will involve the use of water and the water development and use will occur on National Forest System lands.

J. WATER FACILITIES AND WATER RIGHTS (D-24).

1. 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 National Forest System lands may be initiated, developed, certified, or adjudicated by the holder unless expressly Authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the [recreation residence, resort, marina, or other use] Authorized by this permit. If the use of any water facilities in connection with this [recreation residence, resort, marina, or other use] ceases, the authorization to use any associated water facilities also ceases. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly Authorized in this permit shall result in termination of the authorization for that water facility.

2. 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 and all water rights otherwise recognized under state law. Any necessary water rights must be acquired and maintained 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 National Forest System lands for use on National Forest System 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.

Instruction for Clause 3.

Add this clause 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 and conditions of the permit; and the water development and use will occur on National Forest System lands. Otherwise delete this clause. Select or fill in the appropriate use in brackets and delete the bracketed language as appropriate. When clause 3 is included in a permit, the notary clause must be added to the permit after the signature block. Additionally, when the Authorized Officer is exercising the power of attorney under clause 3.d to effectuate transfer of water rights to a succeeding permit holder or the United States, the permit and the deed transferring title must be provided to the State Engineer's office and the appropriate County Recorder's office.

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. Termination or Revocation for Reasons Other Than Nonuse. Upon termination or revocation of this permit, other than revocation for nonuse, the holder shall transfer the water rights enumerated in clause 3a to any succeeding permit holder, for use only in connection with the recreation residence, resort, marina, or other use Authorized by this permit, provided that if that use is not reAuthorized, the holder shall promptly petition in accordance with State law to remove from National Forest System lands the point of diversion and water use associated with the water rights enumerated in clause 3a or shall transfer these water rights to the United States.

c. Revocation for Nonuse. Upon revocation of this permit for nonuse, the holder shall transfer any of the water rights enumerated in clause 3a that remain in the name of the holder at the time of revocation to the United States to hold for the benefit of any succeeding permit holder for use only in connection with that recreation residence, resort, marina, or other use, provided that if that use is not reAuthorized and the holder has not petitioned to remove those water rights per clause 3.b, the holder shall transfer the water rights to the United States.

d. Documentation of Transfer. The holder and the holder's assigns shall execute and properly file any document necessary to transfer ownership of the water rights enumerated in clause 3.a to a succeeding permit holder or the United States. By executing this permit, the holder hereby grants limited power of attorney to the Authorized Officer to execute any document on behalf of the holder as may be necessary to transfer the water rights enumerated in clause 3.a to a succeeding permit holder or the United States.

Holder's initials and date: _____

e. 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, including revocation for nonuse, or termination of 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 clause 3a.

(Instruction for notary clause: add the following clause after the signature block in the permit when clause 3 has been included in the permit. A limited power of attorney must be notarized.)

On date, before me, a notary public in the State of _____, personally appeared name of holder, known to me to be the person who signed the permit as the holder.

Notary Public for the State of _____

My commission expires date _____

[Include clause D-28 in recreation residence permits when a separate permit will be issued to authorize water rights acquired by the holders' recreation residence association.](#)

K. WATER RIGHTS AND WATER FACILITIES (D-28). This permit does not confer any water rights on the holder. Water rights and water facilities associated with this permit are addressed in authorization ID, which is a separate permit issued to name of association and which is incorporated into this permit as an attachment.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

ACCEPTED:

HOLDER NAME

SIGNATURE

DATE

HOLDER NAME

SIGNATURE

DATE

APPROVED:

District Ranger NAME

DISTRICT RANGER

SIGNATURE

DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a discrimination complaint, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

RECREATION RESIDENCE PERMIT

OPERATION AND MAINTENANCE PLAN

Custer Gallatin National Forest, [District] Ranger District

[insert appropriate OPERATION AND MAINTENANCE PLAN]

Occupancy and Use Order # 01-14-11-00-02

**United States Department of Agriculture
Forest Service
Custer Gallatin National Forest
Beartooth, Bozeman, Gardiner, Hebgen Lake, and Yellowstone Ranger Districts**

OCCUPANCY AND USE RESTRICTIONS

Pursuant to Title 36 Code of Federal Regulations (CFR), 261.50 (a) and (b), the following acts are prohibited on the Beartooth, Bozeman, Gardiner, Hebgen Lake, and Yellowstone Ranger Districts of the Custer Gallatin National Forest. Definitions of terms used in support of the restrictions are also included as (Attachment A). The area affected is depicted on the attached map. Attachment B) This Order is effective **March 1 through December 1**, annually, until rescinded.

1. Possessing or storing any food, refuse or other attractant, as specified in the Order (36 CFR 261.58 (cc)).
2. Possessing, storing, or transporting any bird, fish, or other animal, or parts thereof, as specified in the Order (36 CFR 261.58 (s)).
3. Camping as specified in the Order (36 CFR 261.58 (e)).

UNDER THIS ORDER IT IS REQUIRED THAT

1. All food, refuse or other attractants must be acceptably stored or acceptably possessed during daytime hours.
2. All food, refuse or other attractants must be acceptably stored during nighttime hours, unless it is being prepared for eating, being eaten, being transported, or being prepared for acceptable storage.
3. Any harvested animal carcass must be acceptably stored, unless the carcass is being field dressed, transported, being prepared for eating, or being prepared for acceptable storage.
4. Camping or sleeping areas must be established at least ½ mile from a known animal carcass or at least 100 yards from an acceptably stored animal carcass.
5. The responsible party shall report the death and location of livestock to a Forest Service official within 24 hours of discovery. Any Forest user finding dead livestock should contact the Forest Service.
6. Burnable attractants that cannot be completely consumed by fire (i.e., no post burning residue) must be packed out.

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EXEMPTIONS

Pursuant to 36 CFR 261.50 (e) the following persons are exempt from this Order:

1. Persons with a permit issued by the Forest Supervisor specifically exempting them from this Order.
2. Any Federal or State officer placing baits to capture animals for research or management purposes as part of their official duties.

These restrictions are in addition to the general prohibitions in 36 CFR Part 261, Subpart A. This Order supersedes any previous Order prohibiting or restricting the same, or similar, acts in the above-described areas.

Done this day 19 of September 2014.

/s/ Mary C. Erickson

Mary C. Erickson
Forest Supervisor
Custer Gallatin National Forest

Any violation of these prohibitions is punishable by a fine of not more than \$5,000.00 for an individual or \$10,000.00 for an organization, and/or imprisonment for not more than six (6) months, or both (Title 16 USC 551, Title 18 USC 3571 (b)(6), Title 18 USC 3581 (b)(7)).

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Attachment A

Special Order—Food Storage and Sanitation

Definitions

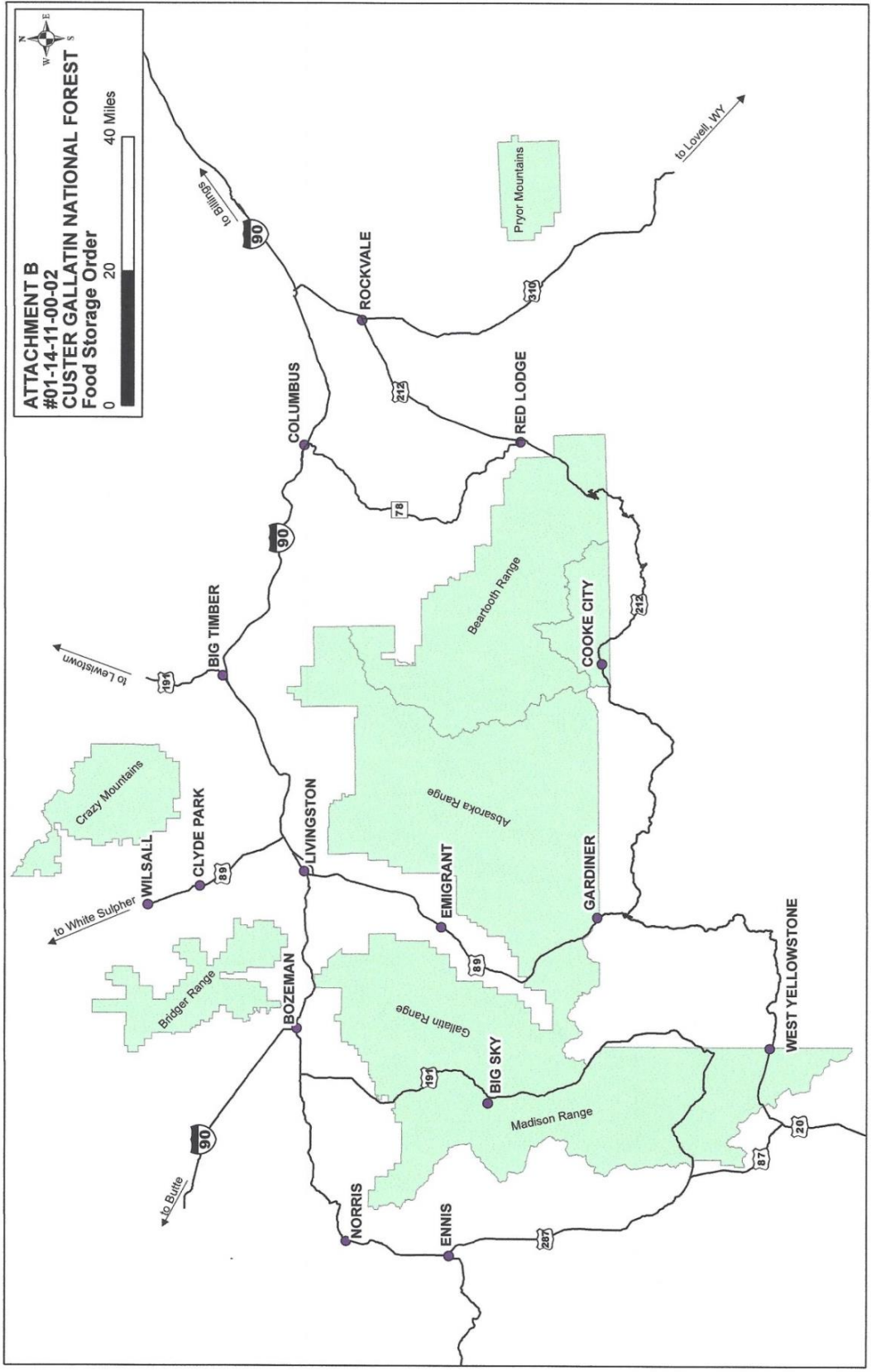
1. "Food, refuse and other attractants" means any substance, solid or liquid or refuse (excluding water, baled hay, or hay cubes without additives), which is or may be eaten or otherwise taken into the body to sustain health or life, provide energy, or promote growth of any person or animal. Also includes items such as soft drinks, alcoholic beverages, canned foods, pet foods, processed livestock feed and grains, personal hygiene products, and empty food and beverage containers.
2. "Animal carcass" means the dead body or parts thereof, of any harvested mammal, bird, or fish, including the head or skull plate with antlers or horns and hide or cape of big game animals and any domestic livestock that may be found in the restricted area. Packaged or prepared animal carcass products transported into the restricted area for consumption, game birds, small mammals, or fish harvested for consumption in the restricted area are considered food under the previous definition.
3. "Burnable attractants" include items such as food leftovers, waste products, food grease or residue, food saturated containers or other substances that will not be completely consumed by fire. To be completely consumed, there must be no residual attractant on the surface or in the soil. These items shall not be buried, discarded or burned in an open campfire, unless placed in a suitable container (i.e. tin can or fire pan) to prevent leaching into the ground, and burned over an open campfire. Any remaining attractants unconsumed by burning shall be placed with other garbage, acceptably stored and packed out.
4. "Acceptably stored" means:
 - a. Stored in bear-resistant container and/or utilizing a method listed on the most recent Interagency Grizzly Bear Committee Certified Bear Resistant Products List.
 - b. Stored in a closed vehicle, trailer or container where the storage compartment is constructed of solid, non-pliable material that, when secured, will have no openings, hinges, lids, or coverings that would allow a bear to gain entry by breaking, bending, tearing, biting, or pulling with its claws (any windows in the vehicle must be closed),
or
 - c. Suspended at least 10 feet clear of the ground at all points and 4 feet horizontally from any supporting tree or pole, or
 - d. Stored within a hard-sided residence, building, or storage container subject to the terms and conditions of a special-use authorization or operating plan, or
 - e. Stored by other methods approved in a permit issued by the Forest Supervisor responsible for the area where the method is proposed for use.
 - f. Animal carcasses must be acceptably stored (a. through e. above) when located 100 yards to ½ mile of a camping or sleeping area or within 200 yards of a Forest Road or Trail.
 - g. Animal carcasses more than ½ mile from a camping area and more than 200 yards from a Forest Road or Trail may be left on the ground

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- a. Animal carcasses killed or harvested (and parts thereof) within ½ mile of any established camping area or sleeping area must be acceptably stored, possessed, or moved to a distance beyond ½ mile from any such camp or sleeping area by the party(-ies) responsible for killing or harvesting such animal.
5. "Acceptably possessed" means:
 - a. Possessed or attended during daytime by a person(s) that is physically present within 100 feet and direct sight of the accessible food, refuse or attractant or
 - b. Possessed or attended by such a person(s) for the purpose of field dressing lawfully taken animal carcasses, transporting any food or animal carcass, preparing any animal carcass or food for eating, or eating any food.
6. "Camping/sleeping area" means National Forest System Lands temporarily used for the purpose of overnight occupancy without a permanently fixed structure or lands temporarily occupied by unattended camping equipment.
7. "Daytime" means ½ hour before sunrise to ½ hour after sunset, Mountain Time.
8. "Night time" means ½ hour after sunset to ½ hour before sunrise, Mountain Time.
9. "Forest Road or Trail" means a road or trail wholly or partly within, or adjacent to, and serving the National Forest System that the forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources.

Appendix B - Forest Food Storage Order

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Appendix C - Vicinity Map

[vicinity map]

Appendix D – Tract Map

[tract map]

Appendix E – Lot Map

[lot map]

Appendix F – Photos of authorized improvements

[photos of authorized improvements]

Appendix F – [other as appropriate or needed]