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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

Name, (the holder), address is authorized to occupy a recreation residence on National Forest System lands for personal, noncommercial recreational use on the National Forest, subject to the terms and conditions of this permit and its appendices. This permit covers XX acres, hereinafter referred to as "the permit area" and described as:

(1) Lot #_____, _____tract, a plat of which is on file in the office of the Forest Supervisor;

OR

(2) as shown on the attached map.

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

TERMS AND CONDITIONS

I. GENERAL TERMS

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

D. TERM. This permit shall expire at midnight on 12/31/2028.

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.

F. 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.

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.

I. Renewal. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

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. 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.

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, 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 OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding 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.

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.

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 acts of God. 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. Damage includes but is not limited to fire suppression costs, and 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. For purposes of clauses IV.G and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. 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. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression or other costs in connection with 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.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States that are open to public use 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, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the environment, natural resources, and 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 before, during, or after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring 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 or harm to the environment (including areas of vegetation or timber, fish, or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with these activities, events, or conditions. The holder has sole responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. 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. 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, including but not limited to those environmental laws listed in clause V.A of this permit; (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.

J. 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. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, or fish without the prior written approval of the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. 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 an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

F. ARCHAEOLOGICAL-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 leave such discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. 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 immediately notify the authorized officer by telephone 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 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 HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. 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 as sensitive by the Regional Forester under FSM 2670, pursuant to consultation conducted under section 7 of the ESA, may be identified on the ground or shown on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species are discovered, or if new species are listed as federally threatened or endangered under the ESA or as sensitive by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

I. 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.

J. 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 base cabin user fee shall be equal to 5% of the appraised market value of the recreation residence lot. The base cabin user fee for the first year of this permit shall be $_____ and shall be due on January 1. For purposes of determining the base cabin user fee after the first year of this permit, the initial and any subsequent appraised value of the recreation residence lot shall be adjusted by the percentage of change in the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) from the second quarter of the previous year to the second quarter of the current year. An annual adjustment to the base cabin user fee shall be no more than 5% in any year. When the annual percentage of change in the IPD-GDP would result in an annual adjustment of more than 5%, apply the amount of the adjustment in excess of 5% to the annual fee payment for the next year in which the percentage of change in the IPD-GDP is less than 5%.

B. NEW BASE CABIN USER FEE. The authorized officer shall notify the holder in writing at least 1 year before implementing a new base cabin user fee based on a subsequent appraisal performed pursuant to clause VI.D. The holder shall be required to pay the full amount of the new base cabin user fee if it results in an increase of 100% or less from the amount of the most recent base cabin user fee assessed the holder. When the new base cabin user fee results in an increase of more than 100% from the amount of the most recent base cabin user fee assessed the holder, one-third of the increase will be added to the base cabin user fee for the next 3 years. Annual adjustments also shall be included in the base cabin user fee as appropriate pursuant to clause VI.A.

C. BASE CABIN USER FEE IF A DECISION IS MADE NOT TO RENEW THE USE UPON EXPIRATION OF THE PERMIT

1. If a new recreation residence permit will not be issued upon expiration of this permit, the base cabin user fee for the 10th year prior to the date of converting the use and occupancy to an alternative public purpose will become the base fee for the remaining life of the use. The fee for each year during the last 10 years of the authorization shall be one-tenth of the base fee multiplied by the number of years remaining prior to the date of conversion.

2. When review of a decision to convert the recreation residence lot to an alternative public use shows that changed conditions warrant continuation of the recreation residence use beyond the conversion date and a new permit with a term of more than 10 years is issued, the holder shall pay the Forest Service the total amount of fees foregone for the 10-year period prior to the conversion date. This amount may be paid in equal annual installments over a 10-year period. Any unpaid portion of this amount shall be charged to a purchaser of the authorized improvements.

3. When review of a decision to convert the recreation residence lot to an alternative public use shows that changed conditions warrant continuation of the recreation residence use beyond the conversion date and a new permit with a term of 10 years or less is issued, the fee for the new permit will be computed as if notice had not been given that a new permit would not be issued, reduced by 10 percent for each year the permit term is extended less than 10 years. For example, a new permit with a 6-year term results in a land use fee of 60 percent of the base cabin user fee.

4. If the authorized officer determines that the recreation residence lot cannot be safely occupied because of an act of God or other catastrophic event, the base cabin user fee obligation of the holder shall terminate as of the date the act or event occurred. A prorated portion of the annual base cabin user fee reflecting the remainder of the current billing period from the date the act or event occurred shall be refunded to the holder, provided that if the holder is authorized to occupy an in-lieu lot, the prorated amount shall be credited to the annual base cabin user fee for the permit for the in-lieu lot.

D. APPRAISALS

1. Appraisals to ascertain the market value of the recreation residence lot shall be conducted by the Forest Service at least every 10 years. The next appraisal shall be procured by the Forest Service in time to implement the base cabin user fee by 2018.

2. Appraisals shall be prepared consistent with FSM 5410 and FSH 5409.12, Chapter 60.

3. If dissatisfied with an appraisal report used by the Forest Service to determine the base cabin user fee, the holder must notify the authorized officer within 60 days of the holder's intent to obtain a second appraisal report. If a request for a second appraisal report is submitted, the holder has one year following receipt of the notice of the determination of a new base cabin user fee to obtain, at the holder's expense, a second appraisal report using the same typical lot and date of value as the original appraisal report and based on all other relevant factors. The appraiser selected by the holder shall have qualifications equivalent to the appraiser who conducted the original appraisal and must be approved in advance by the assigned Forest Service review appraiser. The second appraisal report shall meet the appraisal guidelines enumerated in FSH 5409.12, Chapter 60. The holder's appraiser shall notify the Forest Service review appraiser of any material differences of fact or opinion between the initial and second appraisal reports. If the holder chooses to have the second appraisal report reviewed by the Forest Service, the holder shall submit a request for review by a Forest Service appraiser within 60 days of receipt of the second appraisal report. Within 60 days of receipt of the request, the authorized officer shall:

a. Review the initial and second appraisal reports and their corresponding review reports;

b. Determine a new base cabin user fee in an amount that is equal to the base cabin user fee determined by the initial or second appraisal or within the range of values, if any, between the initial and second appraisals; and

c. Notify the holder of the new base cabin user fee.

E. 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. Base cabin user fees are due and payable by the due date. Disputed fees 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 base 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 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.

F. 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.

G. 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 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 of the recreation residence covered by this permit must apply for and obtain a new permit from the Forest Service.

C. PROSPECTIVE PURCHASERS. 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. The holder shall not represent that the Forest Service will issue a new permit to the prospective purchaser. Any purchaser must apply for and obtain a new permit from the Forest Service.

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. In the case of revocation or suspension based on clause VIII.A.1, 2, or 3, the authorized officer shall give the holder 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 Husband and Wife 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 or a husband and wife 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.

IX. CONTINUATION OF THE AUTHORIZED USE 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 RENEWAL

A. REMOVAL OF IMPROVEMENTS. Except as provided in clause VIII.B, upon revocation of this permit or termination of this permit without renewal of the authorized use, 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: _____ on _____.

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. Forest Service Representative. The District Ranger, XXXXXXX Ranger District, Telephone No. _____ 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.

F. Information From Holders. 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).

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

ACCEPTED:

HOLDER NAME	SIGNATURE	DATE

APPROVED: **FOREST SUPERVISOR**		
NAME AND TITLE OF AUTHORIZED OFFICER	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.

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