

TEMPORARY ROAD USE PERMIT

John L. Beebe Family, LP of 44070 US Hwy 2, Libby, MT 59923, hereinafter referred to as **Grantor**, grants to the **United States of America**, acting through the Forest Service, Department of Agriculture, hereinafter referred to as **Grantee**, a temporary road use permit to occupy and use the following described lands in the County of Lincoln, State of Montana:

Hannah Lane, Road No. 8747 crossing lands of the Grantor in:

T. 29 N., R. 30 W., Principal Meridian, Montana,
sec. 31, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

This permit authorizes Grantee to use road across private lands owned by Grantor. The centerline of said road as constructed is hereby accepted by Grantor and Grantee as the true centerline of the right-of-way granted.

The purpose of this permit is to authorize administrative access to National Forest System (NFS) lands by Grantee, its personnel, contractors, representatives, or other authorized agents, for the purpose of timber harvest from NFS land.

This permit is granted subject to the following terms and conditions:

1. This permit is subject to all valid rights existing on this date.
2. This permit does not convey any right, title, or interest in real property, and does not provide public access to national forest land.
3. Grantee claims no interest in the premises by virtue of this permit, or through occupancy or use hereunder.
4. Grantor agrees that valid rights held by Grantee in the premises, if any, shall not be extinguished, relinquished, terminated nor diminished by virtue of this permit.
5. Grantee shall fully repair all damage to roads, other than ordinary wear and tear, and provide routine maintenance commensurate with Grantee's use while exercising the privileges granted by this permit.
6. Grantee shall prevent unnecessary damage to Grantor's adjacent land, timber, soil, water, other resources, and improvements. Grantee shall ensure its operations on Grantor's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.
7. To the extent of its liability under the Federal Tort Claims Act (28 USC 2671, et seq.) the United States shall be liable for injury or damage to any person or property incidental to or that may arise during and in consequence of the use, presence, operation and maintenance of the roads.
8. Grantee shall cut only such timber as necessary to clear the authorized right-of-way for road use and maintenance. Timber so cut shall, unless otherwise agreed, be cut into logs of lengths specified by Grantor, and shall be decked along the road for disposal by Grantor.
9. This permit shall terminate on **December 31, 2014**, unless earlier terminated by Grantor because of Grantee's breach of any terms or conditions herein, or upon written request by Grantee. Provided however, Grantor shall provide Grantee with written notice a minimum of sixty (60) days prior to termination for breach, and shall provide Grantee with reasonable opportunity to take action to satisfactorily correct the breach.

10. Grantee agrees to perform road maintenance commensurate with its use. There are no other fees associated with this permit.

Grantee's exercise of any privileges authorized by this permit shall constitute acceptance of all terms and conditions herein.

GRANTOR:
JOHN L. BEEBE FAMILY, LP

By: John L. Beebe F.L.P.

9/24/12
Date

John L. BEEBE
NAME

This permit is hereby accepted subject to all terms and conditions herein.

GRANTEE:
UNITED STATES OF AMERICA

By: Paul Bradford

10/1/12
Date

PAUL BRADFORD
Forest Supervisor
Kootenai National Forest
Northern Region