

Auth ID: PECXXXXXX  
Contact Name: Example  
Expiration Date: 12/31/2029  
Use Code: 123

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**

**YOUR NAME HERE**, (the holder) of **ADDRESS** is authorized to occupy a recreation residence on National Forest System lands for personal, noncommercial recreational use on the SANTA FE 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 X of the **EXAMPLE RECREATION RESIDENCE** tract, a plat of which is on file in the office of the Forest Supervisor;

OR

2. as shown on the attached map (N/A), which is incorporated as Appendix A. This and any other appendices are hereby incorporated into this permit.

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

**EXAMPLE RECREATION RESIDENCE AREA LOT # X**

**IMPROVEMENTS: APPROVED IMPROVEMENTS ON LOT INCLUDED HERE**

**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.

**D. TERM.** This permit shall expire at midnight on 12/31/2029, 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.

**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.

## **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.

#### **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 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.

## **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 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 **X** with a current-year annual cabin user fee of **\$X,XXX.00**. 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 \$X,XXX, 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:  
**XXXX.**

**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. CULTURAL RESOURCES PROTECTION** (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

**F. NATIVE AMERICAN GRAVE PROTECTION AND REPATRIATION ACT (X003RO).** Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

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

ACCEPTED:

|             |           |      |
|-------------|-----------|------|
|             |           |      |
| HOLDER NAME | SIGNATURE | DATE |

APPROVED:

|  |           |  |
|--|-----------|--|
| Forest Supervisor<br>NAME AND TITLE OF<br>AUTHORIZED OFFICER | SIGNATURE |  |
|--|-----------|--|

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 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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**OPERATION AND MAINTENANCE PLAN  
FOR  
RECREATION RESIDENCE**

UNDER PERMIT TO

**Example**

Owner/Permit Holder

**Lot # of the XXXXX tract**

Tract Name and Lot Number

**PECOS/LAS VEGAS RANGER DISTRICT**

**SANTA FE NATIONAL FOREST**

# INDEX

|  |   |
|--|---|
| I. INTRODUCTION.....   | 3 |
| II. MAINTENANCE OF VEGETATION, TREE PLANTING, AND REMOVAL OF DANGEROUS TREES AND OTHRE UNSAFE CONDITIONS |   |
| A. Removal of Hazards.....   | 4 |
| B. Tree Planting.....  | 4 |
| C. Vegetation Maintenance.....   | 4 |
| D. Pets at the Lot.....  | 4 |
| III. MAINTENANCE OF THE FACILITIES.....  | 5 |
| A. Structures.....   | 5 |
| B. The Grounds.....  | 5 |
| IV. SIZE, PLACEMENT, AND DESCRIPTIONS OF SIGNS.....  | 6 |
| V. WASTE DISPOSAL.....   | 6 |
| A. Trash Disposal.....   | 6 |
| B. Sewage and Grey Water Disposal.....   | 6 |
| VI. FIRE PROTECTION.....   | 6 |
| A. Fire Prevention.....  | 6 |
| VII. ADDITION OF STRUCTURES OR FACILITIES.....   | 7 |
| VIII. SALES OF THE CABIN.....  | 8 |
| IX. OTHER SPECIFIC OPERATIONS AND MAINTENANCE ITEMS.....   | 9 |
| X. CONCLUSION.....   | 9 |

# **SANTA FE NATIONAL FOREST**

## **RECREATION RESIDENCE**

### **OPERATION AND MAINTENANCE PLAN**

#### **I. INTRODUCTION:**

- A. As owner of a recreational residence (cabin) on National Forest System lands, you have been issued a Term Special-Use Permit, which is comparable to a contract between the Forest Service and the person(s) who signed that Permit.

Clause II.A of the Permit requires that the Forest Service prepare (in consultation with the Permit Holder) an Operation and Maintenance Plan. This document fulfills that requirement, and is hereby made a part of the Term Special-Use Permit. It will be reviewed annually and updated as necessary by Forest Service personnel.

- B. The **Pecos/Las Vegas** Ranger Station can be reached at the following phone numbers **(505) 757-6121 (Pecos Office) & (505) 425-3534 (Las Vegas Office)** and also by fax at **(505) 757-2737 (Pecos Office) & (505) 454-0560 (Las Vegas Office)**.
- C. To ensure that the lot and cabin are being appropriately maintained, an inspection will be conducted annually, with a copy of the findings sent to you for correction. If this Operation and Maintenance Plan is followed, in conjunction with the terms and conditions of the Special-Use Permit, together we can assure that mutual objectives are met.
- D. The recreation residence permit is designed and administered to maintain a forest-related recreation experience. The laws, regulations, and policies governing the use and maintenance of recreation are those necessary to comply with federal, state, and county ordinances, building, and sanitation codes to safeguard the national forests' resources. Restrictions and special rules are designed to fit local conditions. Following are the Region 3 objectives:
- a. Protect the forest environment including soil, vegetation, water quality, wildlife, air quality and historic resources.
  - b. Prevent urbanization of recreation residence tracts.
  - c. Help assure safety of the general public and the permit holders.
  - d. Maintain the national forest setting.
  - e. Comply with the terms and conditions of the special use permit.
  - f. Comply with requirements for protection of threatened and endangered species, historic cabins and tracts, and archaeological properties.

E. The person(s) responsible for implementing this plan for the Permit Holder:

---

|      |          |
|------|----------|
| NAME | PHONE(S) |
|------|----------|

The person(s) to contact in the event of an emergency is:

---

|      |          |
|------|----------|
| NAME | PHONE(S) |
|------|----------|

**II. MAINTENANCE OF VEGETATION, TREE PLANTING, AND REMOVAL OF DANGEROUS TREES AND OTHER UNSAFE CONDITIONS:**

**A. Removal of Hazards**

The Permit Holder is required to routinely inspect the lot, driveway, and immediate area for dangerous trees, hanging limbs, and other evidence of hazardous conditions. If it is felt that any snag (a dead, standing tree), large limb, leaning tree whether dead or alive, etc. on the lot is (or could become) a safety hazard, notify the Pecos/Las Vegas Ranger District personnel. Limbs and associated hazard tree debris must be properly disposed off of National Forest System lands or shredded to be used as compost.

**B. Tree Planting**

Planting of native species of trees and shrubs which blend with the natural forest environment is permissible only with Forest Service approval. Remember that little trees become big ones, so do not plant them too close to buildings, etc. Remember that fruit trees and shrubs having berries attract bears and other wildlife. Pick all ripe fruit from the tree and ground as soon as possible to avoid potential bear problems.

**C. Vegetation Maintenance**

Routine maintenance of existing vegetation is required to prevent fire hazards. Disposal of debris must be in an approved sanitary landfill located off forest. Remember that approval is needed prior to removal of any tree.

**D. Pets at the Lot**

Only dogs and cats will be allowed at the Pecos/Las Vegas Recreational Residential Tract. Dogs and/or cats must be on a leash when outside the cabin at all times otherwise should be confined to the cabin. Pets will be kept in the cabin at night; and they will not be allowed to

run free at any time. No pet runs are allowed. *Do not* leave pet food outside. Store pet food safely inside a bear-resistant container.

### **III. MAINTENANCE OF THE FACILITIES:**

#### **A. Structures**

1. The foundation of the cabin should be checked yearly to ensure that it is structurally sound and in good condition. If leaves or other debris accumulate against the foundation, they should be cleared away. If the cabin is on a slope and has an open space beneath it, a screen or latticework enclosing the foundation is needed to prevent animals from inhabiting and debris from collecting under it. Combustible material should never be stored under any structure.
2. The roof should be of a natural subdued color. All roof areas and gutters should be kept free of limbs, needles, and other debris. Loose roofing or shingles must be repaired. Check the eaves and around flashing for wood rot. If a roof presently does not meet color standards, it must be brought into compliance when major repair or replacement is needed or when identified by Forest Service personnel.
3. When painting or staining the cabin, or other permitted structures, changing existing exterior colors must be approved by the Pecos/ Las Vegas Ranger District. Once a surface has been painted, it must be repainted when needed. Submit the color that you wish to use for approval to the authorized officer. **NOTE:** Bright reds, yellows, blues, whites will not be candidates for approval. Darker forest type colors like; grays, browns, greens, etc. will work much better. If a porch or deck is to be left in unfinished natural wood color, the surface must be regularly treated with some type of preservative stain as approved by the Pecos/ Las Vegas Ranger District.

#### **B. The Grounds**

1. *No* attachments to trees are allowed (i.e. nails, signs, bird feeders, swings, etc.).
2. Outside lights needed for safety should be mounted on buildings. All outside lights must be shielded so the light shines directly on the yard or on entrances.
3. When approved, new electric lines (excluding the main service line) must be buried. Existing overhead lines will be buried when they are in need of replacement.
4. Precautions to prevent soil erosion will be taken by keeping *all* vehicles on established roads and by parking in approved areas.
5. The storage of vehicles or equipment not in use for extended periods (14 days) is prohibited on the lot (i.e. ATVs, OHVs, Tractors, etc.).

6. The lot is not intended to be used as a storage area and will *not* be allowed to become cluttered. Building materials that will be used within six months must be stored out-of-sight and neatly stacked. All other materials will be *removed*.

#### IV. SIZE, PLACEMENT AND DESCRIPTIONS OF SIGNS:

A Forest Service lot number sign will be provided by the District for installation on the cabin in a clearly visible location. The district provided lot number, the county assigned emergency address, and an optional sign indicating the permit holder or cabin name are the only signs to be installed on the cabin or lot. The size of letters and numbers may not exceed 4”.

#### V. WASTE DISPOSAL

##### A. Trash Disposal

1. "On-Site" trash disposal and the use of "burn barrels" are not authorized. All trash must be disposed of in an approved sanitary landfill and **not at nearby campgrounds** as this is in violation of federal regulations. Trash receptacles with secure lids, such as bear-resistant trash cans, are recommended. Wildlife should never obtain human food, pet food, or garbage. Bears that receive these "food rewards" may become a nuisance and potentially aggressive towards humans or cause property damage.
2. Branches, logs, and brush debris must be properly disposed of off National Forest System lands, except when used as firewood.

##### B. Sewage Disposal

1. "Sewage" includes all untreated wastes from toilets, baths, sinks, lavatories, laundries and other plumbing fixtures in places of human habitation.
2. Pit toilets, septic systems and associated drain/leach fields must be installed and maintained in accordance with the New Mexico Environmental Department Quality Standards. For the latest standards, see **Title 20. Environmental Protection, Chapter 7. Waste Water and Water Supply Facilities, Part 3. Liquid Waste Disposal and Treatment** (see website for additional information at <http://www.nmenv.state.nm.us/>).
3. All outhouses must be fly-proofed, with a self-closing door, and in good condition.

#### VI. FIRE PROTECTION:

##### A. Fire Prevention

1. Firewood will be stacked in a pile at least thirty (30) feet from the main building and at least ten (10) feet from smaller structures. Holders are limited to two cords of firewood on lot. All flammable fuels will also be cleared to a distance of thirty (30) feet around the main building, propane tanks, etc.

2. Stovepipes / chimneys must extend at least 24" above the roof ridge and be equipped with a spark arrester.
3. The Spark Arrester shall be twice the area of the chimney vent, and constructed of corrosion-resistant material of not less than 14 gauge mesh wire with openings not to exceed 1/2" or less than 5/16".
4. Fireplace ashes must be placed in a sealed metal container and let cool. They should then sit overnight to make sure they are cold, before being taken to an appropriate disposal site.
6. The electric meter box must be grounded, and all electrical wires must meet the National Electric Code (refer to provider).
7. Tree limbs must be trimmed to at least five (5) feet back from electrical wires, and at least ten (10) feet from chimney, stovepipe, and flue outlets.
8. Propane tanks must be at least 30 ft. from the structure and must have an approved pressure valve. Tanks that do not have a pressure valve or that are not functional, or no longer in use must be removed from the National Forest.
9. To become fire-wise, the permit holder can request that a Forest Service Fire Officer visit the lot to give ideas for protecting the cabin.

**VII. ADDITION OF STRUCTURES OR FACILITIES:**

- A. Only those structures and improvements listed on page 1 of the Term Special-Use Permit are presently authorized. Additional structures and facilities may be approved where appropriate.
- B. Construction of, addition to, or significant modification to any structure or improvement (including water or wastewater system) will require detailed review and approval, as follows:
  1. Proposals for the desired structure, etc. will be submitted to the District Ranger as per Clause II. B. of the Term Special-Use Permit. The amount of additional livable space (enclosed) may not exceed 30% of the square feet of the primary structure and all other additions (porch, deck, patio, carport, etc.) also may not exceed 30% of the square feet of the primary structure. The maximum allowable square feet of improvements cannot exceed 60% of the primary structure's square footage. The detail of the plans will be commensurate with the scope of the project. If approved in concept (including appropriate colors), a letter of approval in concept will be provided to the Permit Holder.
  2. After review by the appropriate staff, the proposal will be approved, returned for revisions, or disapproved. If a new facility is involved, approval will be granted by an amendment to the Term Special Use Permit.

3. Upon receipt of the District Ranger's letter of authorization, a Building Permit (or other required permits) may be applied for from **San Miguel** County office. A copy of the above letter must be furnished to the County.
  4. Upon receipt of a Building Permit, the owner will forward a copy to the permit administrator.
  5. Construction will not begin until the project receives final approval from the District.
- C. Consult with the permit administrator concerning minor repairs and general maintenance activities of the existing permitted structures or improvements.

#### **VIII. SALE OF THE CABIN:**

- A. Only an individual, a husband and wife (married couple), or a Living Trust are eligible to be issued a Term Special-Use Permit for a Recreation Residence. This being the case, the Forest Service will **not** issue Permits to (and thus the improvements may not be owned by) corporations, partnerships, multiple individuals, other types of trusts, etc.
- B. If a decision is made to sell the cabin, the following procedure will be followed:**
1. Contact the Pecos/Las Vegas Ranger District Recreation Staff Officer, and advise them of your intent to sell; this action should also be verified in a letter. A Forest Officer will make a pre-sale inspection, noting substandard items (if any) which need correction. A copy of the most current inspection form will be provided to the Permit Holder.
  2. Any deficient items should either be corrected immediately, or discussed with the prospective purchaser(s) to ensure that proper corrective action will be taken. Upon completion of the corrective work, notify the District Recreation Staff Officer. If the cabin is sold with major deficiencies, a short-term permit may be issued to the new owner(s) to allow time to correct the situation. When corrected, the standard Term Special-Use Permit would then be issued.
  3. A copy of the Term Special-Use Permit must be provided by the current owner to the prospective purchaser before finalizing the sale. They will be informed that the cabin shall **not** be used as a Principal Place of Residence, which is defined as a house, apartment, mobile home, or other reasonable domicile, either owned or rented, and must be open and available to the permit holder and all times. The principle residence cannot be simply an address used to give the appearance of living in a home elsewhere. It must be the place where the permit holder routinely receives mail, is registered to vote, from which children attend school, and from where the permit holder normally commutes to work.
  4. Prior to a property sale, NMED (New Mexico Environmental Department) requires inspection of conventional septic tank systems and alternative systems by an inspector recognized by NMED as qualified to perform such inspections. An *Onsite Wastewater System Evaluation Form* from the *State of New Mexico Environmental Department*,

Environmental Health Division, *Liquid Waste Program* must be filed with San Miguel County and a copy must be sent to the permit administrator at the Pecos/Las Vegas Ranger Station.

- C. After the cabin has been sold, the current Permit Holder will relinquish the existing Term Special-Use Permit (use Form FS-2700-3a to do this). On the same form, the new owner will request a new Term Special-Use Permit. In addition to this signed form, a recorded Bill of Sale (or comparable legal document) is needed. Both the signed form and the Bill Of Sale must be sent to the attention of the district permit administrator.
- D. If the request for a new Permit is approved by the District Ranger, a Term Special-Use Permit will be prepared. At that time, the new owner(s) will be contacted and an appointment made to review and sign the new Permit and Operation and Maintenance Plan. This conference gives the prospective Permit Holder(s) the opportunity to ask questions, and to become a partner in the management of permitted lot.

**IX. OTHER SPECIFIC OPERATION AND MAINTENANCE ITEMS:**

Other Operation and Maintenance items which are specific to this lot are: All Lots in Holy Ghost and Winsor must become familiar with the Federally Endangered Holy Ghost Ipomopsis plant (*Ipomopsis sancti-spiritus*). Any proposed ground disturbance occurring in these lots need to contact the District Recreation Staff Officer to avoid adverse effects to this plant.

**X. CONCLUSION:**

This Operation and Maintenance Plan is not intended to unduly restrict the enjoyment of the National Forest, nor the Recreation Residence. It is meant to protect the lot, which will also protect the National Forest System lands and resources, and the public visiting them. After appropriate consultation, it will be amended and up-dated by the District Ranger as often as needed. This O&M Plan cannot, however, cover every possible situation that could be encountered. Common sense and safety awareness **must** be the foundation of all activities.

**As the Permit Holder, I have read this plan, and understand that it is a part of my Term Special-Use Permit:**

---

Permit Holder

Date