



United States
Department of
Agriculture

Forest
Service

Clearwater
National
Forest

12730 Highway 12
Orofino, ID 83544
(208) 476-4541

✓ # A4/G2003
~~106~~

Reply to: 2720

Date: January 6, 1995

DISTRICT TWO	ACT. ENGR	✓
DISTRICT ENGR		✓
ASST DIST ENGR		✓
BUSINESS MGR		✓
COST ADM ASST		
PERSONNEL TECH		
DESIGN ENGR		
LATENT & ENGR		
RW SUPERVISOR		
TRAFFIC ENGR		
MTCE ENGR		✓
RESIDENT 232		
RESIDENT 233		
POE AS		
POE		
AUDITOR		
EDUC/FTY/TRAINING		
SUPPLY OPER SUPV		
DATA PROCESSING		
MTCE FOREMEN		
ALL SUPERVISORS		
ALL EMPLOYEES		
TRAVEL COORD		

RECEIVED
FEB 07 2008
IDWR/North

Idaho Dept of Transportation
ATTN: Pat Lightfield
Dist 2, PO Box 837
Lewiston, ID 83501

Dear Pat,

Enclosed is your approved copy of the special use permit for the Powell Maintenance Station.

This permit will be administered by the Powell Ranger District. If you have questions concerning the permit please contact Dennis Elliott, Powell Ranger Station, Lolo, MT, 59847, 208-942-3113.

Sincerely,


ROBERT E. LITTLEJOHN
Forest Engineer

Enclosure

JAN 10 1995

W. OF HIGHWAY 12
LEWISTON, IDAHO



(04/92)

U. S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL-USE PERMIT <u>AUTHORITY</u> ACT OF JUNE 4, 1897 ACT OF OCTOBER 21, 1976	Holder No.	Issue Date	Expir. Date
	1955 - 04	1 - 5 - 95	12 - 31 - 2014
	Type Site(s)	Authority	Auth. Type
	521 - 522	002 676	020
	Region - Forest - Dist		State - County
	01	05 06	16 049
	Cong. Dist.	Latitude	Longitude
	01	46-32-18	114 -41-24

STATE OF IDAHO

DEPT. OF TRANSPORTATION DIST 2, PO BOX 837 LEWISTON, ID 83501

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Clearwater National Forest.

This permit covers 16.33 acres and is described as being located at Milepost 162.7, Highway 12 and shown on the location map attached to and made a part of this permit as Exhibit A, and is issued for the purpose of: Highway maintenance site including residential use for permanent personnel as delineated on the attached plat, Exhibit B.

the above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. 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, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

H. Forest Service Right of Entry and Inspection. The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2014. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Construction. Any construction authorized by this permit may commence now and shall be completed by Dec 31, 1995. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

C. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

D. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

E. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

F. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

III. RESPONSIBILITIES OF THE HOLDER

A. Plans. If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

B. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

C. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

D. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

E. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

F. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

G. Change in Ownership of the Authorized Improvements. This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership of the improvements is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. Risk of Loss. The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

B. Damage to Property of the United States. The holder has an affirmative duty to protect from injury and damage the land, property, and other interest 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 substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

1. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire suppression, cleanup of hazardous substances, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy without regard to the holder's negligence. 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 administrative, legal (including attorney fees), and other costs in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B) (1), except that liability shall not include reasonable and ordinary wear and tear.

C. Indemnification and Liability of the United States. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq, the Oil Pollution Act, 33 U.S.C. 2701 et seq, the Clean Air Act, 42 U.S.C. 7401 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq, as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the holder in connection with the use and/or occupancy authorized by this permit. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the holder in connection with the use and/or occupancy authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgements, claims, or demands assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

5. Continued use of the authorized area, privileges, or facilities thereon during suspension may result in cancellation of the authorization.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Upon abandonment, revocation, termination, or expiration of this authorization, the holder shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to 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 cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. Fee Waiver. The fee is hereby waived pursuant to 36 CFR 251.57. However, the Forest Service may review the circumstances of this waiver periodically and whenever necessary, to bring the waiver and waived amount in compliance with current regulations.

C. Late Payment Interest. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

D. Additional Penalties. In the event of termination pursuant to provisions VI (A) of this permit, and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

E. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).
2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHER 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 when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young-growth timber below merchantable size at current damage appraisal value, provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

D. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

E. Improvement Relocation. This permit is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

F. Nonpayment of Fees and Charges. This authorization shall be terminated upon the holder's failure to make the annual fee payment, the late payment charge, and any other charges when due.

G. Historical-Archaeological-Paleontological Discoveries. If, during activities conducted under this authorization, items of historical, archaeological or paleontological value are discovered, or a known or unknown deposit of such items may be/is disturbed, the holder will immediately cease activities in the area so affected. The holder will then notify the Forest Service and will not resume activities until written approval is given by the authorized officer.

H. Periodic Inspections. The holder understands that periodic inspections by and for the Forest Service are necessary for monitoring special-use authorization compliance. Therefore, the holder agrees to make the authorized premises, improvements, facilities and activities available and accessible for inspection by, and on behalf of, the Forest Officer in charge and/or any other duly authorized official.

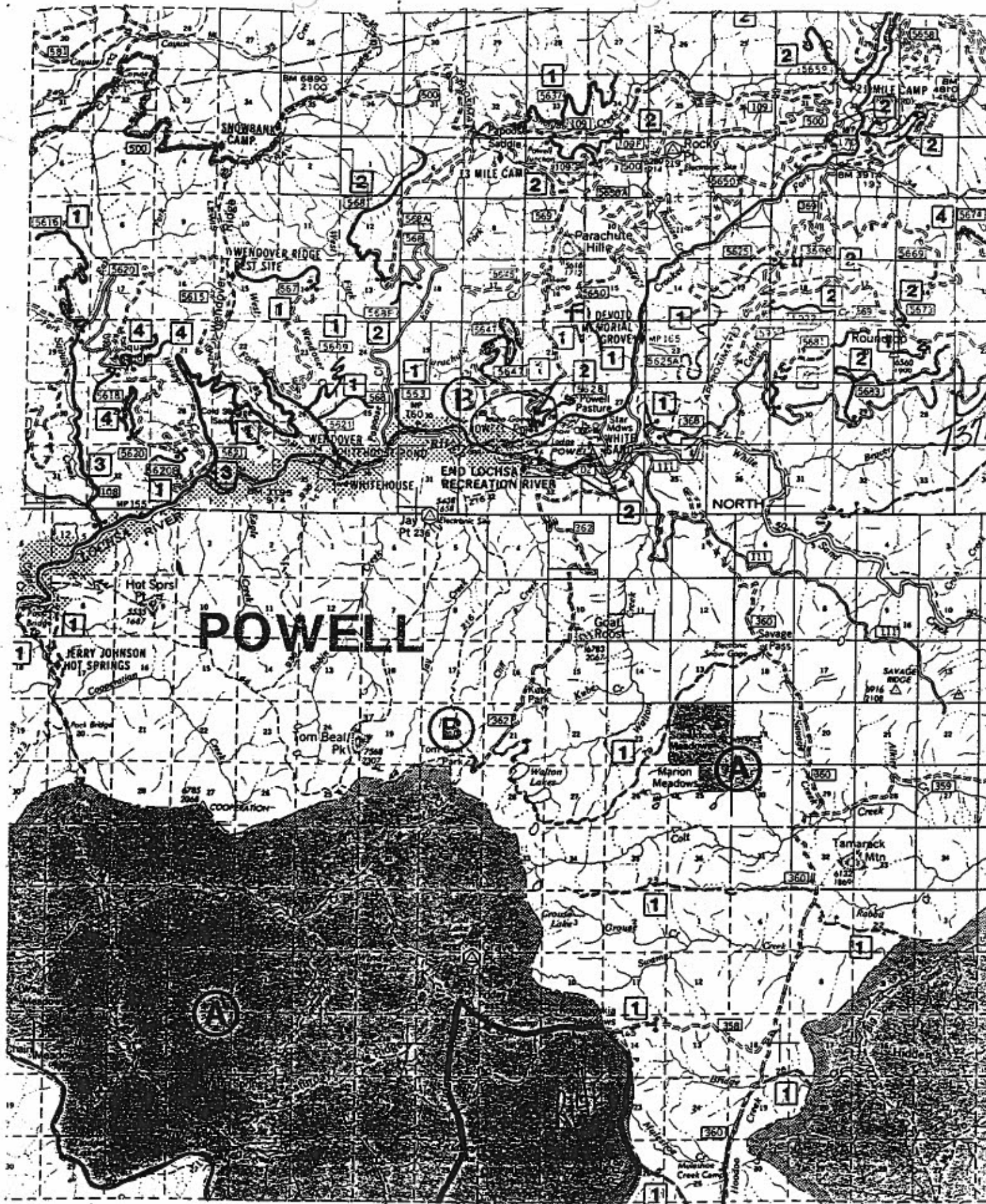
I. Nondiscrimination Inspections. During the performance of this permit, the holder agrees:

- a. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. (Re: Title VII of the Civil Rights Act of 1964, as amended.)
- b. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age or handicap, by curtailing or refusing to furnish accommodation, facilities, services, or use privileges offered to the public generally. (Re: Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act.)
- c. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.
- d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance (s) to the premises, and at other exterior or interior locations as directed by the Forest Service.
- e. That the Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States of the State in which the breach or violation occurs.

This permit is accepted subject to the conditions set out above.

HOLDER State of Idaho
NAME: Department of Transportation
BY: [Signature]
Title: District Engineer
Date: 12-19-94

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
BY: [Signature]
Title: for Forest Supervisor
DATE: 1/5/95



State of Idaho, Mt. Station - D6
T37N, R14E, Sec. 28

Exhibit A

LIVESTOCK MANAGEMENT PLAN

Livestock numbers will be limited to one (1) animal per 1500 square feet of corral space. Corral space will be limited to one (1) acre. Location of corral will be agreed to in writing (prior to construction) by the District Ranger.

Corrals will be well built of standard materials (metal panels, post and rail, post and board, etc.) and maintained in a neat and well repaired condition. No wire of any kind may be used to contain animals. Corrals will be cleaned of manure buildup on a regular basis. Manure will be disposed of at a location agreed to in writing by the District Ranger.

Hay storage facilities and stock shelters may be erected as agreed to in writing by the District Ranger. These facilities must be well built of standard materials and maintained in a neat, orderly and attractive condition. The number of livestock permitted and the period of use may be adjusted annually if necessary for resource protection.

Grazing on Forest Service lands is not authorized under this permit.

Salt and mineral blocks will not be allowed to be in contact with the ground. All such materials must be provided in leak-proof containers.

Livestock shall be properly cared for. Cruel and inhumane treatment of livestock will not be tolerated. No person having the charge and custody of any animal shall unnecessarily fail to provide it with the proper food, drink or protection from the weather, or cruelly abandon the animal. District personnel will actively pursue local enforcement procedures to prosecute under state statutes. Upon conviction under these statutes, forest permits will be cancelled.

T.37N.,R.14E.,B.M. Sec. 28

New Boundary - 1992

Old Boundary

IDAHO TRANSPORTATION DEPARTMENT

POWELL MAINTENANCE SITE

PLAT DONE BY U.S.F.S 11/21/94

EXHIBIT B

