

<p>TERM PRIVATE LAND GRAZING PERMIT</p> <p>PARTS 1 AND 2</p> <p>(Reference FSM 2230 and FSH 2209.13)</p>	Page 1 of <hr/> PERMITTEE NUMBER <hr/> PERMIT NUMBER
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PART 1

_____ of _____

(Name of Permittee) (Mailing Address Including Zip Code)

hereinafter called the permittee, is hereby authorized to graze livestock owned or controlled by the permittee on National

Forest System lands and other lands under Forest Service control within the _____

(X' appropriate box) National Forest National Grassland under the following terms and conditions:

1. The livestock may only be grazed on the land identified on the attached map(s), which become part of this permit.
2. The number, kind, and class of livestock, period of use, and grazing allotment on which the livestock are permitted to graze are as follows:

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	

3. This permit is based on the waiver to the United States of all livestock grazing use of the private land offered, and verified in the permittee's term private land grazing permit application, from _____, 20__ to _____, 20__.

4. It is fully understood and agreed that this permit may be suspended or cancelled, in whole or in part, after written notice: (a) for failure to comply with the terms and conditions in this permit, regulations of the Secretary of Agriculture on which this permit is based, or annual operating or other instructions of Authorized Officers issued pursuant to this permit; (b) for knowingly and willfully making a false statement or representation in the grazing application on which this permit is based; (c) for conviction for failure to comply with Federal laws or regulations or State and local laws relating to livestock control and to protection of air, water, soil and vegetation, fish and wildlife, and other environmental values

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when exercising the grazing use authorized by the permit; or (d) because the lands described in #1 above are no longer available for grazing. This permit can be modified to conform to current situations brought about by changes in law, regulation, executive order, allotment management plans, or land management planning. This permit may also be modified because of resource conditions. The permit will be cancelled if the permittee loses control of the land offered as the basis for the permit. Any decision to suspend or cancel this permit, in whole or in part, may be appealed by the permittee pursuant to 36 CFR 214.

5. This permit supersedes Permit # _____ issued on _____, 20__.

I HAVE REVIEWED AND ACCEPT THE TERMS OF THIS PERMIT

SIGNATURE OF PERMITTEE	TITLE	DATE
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I APPROVE THE ISSUANCE OF THIS PERMIT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN

SIGNATURE OF AUTHORIZED OFFICER	NAME (<i>PRINT</i>)	TITLE	DATE
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PART 2 - GENERAL TERMS AND CONDITIONS

1. Term of Permit

(a) This permit expires on _____, unless cancelled, or otherwise terminated on an earlier date as provided herein. The permittee has first priority for receipt of a new permit at the end of the term provided the permittee has fully complied with the terms and conditions of the expiring permit. The terms and conditions in a new permit may be different from those of the expiring permit as deemed necessary by the Authorized Officer.

(b) This permit can be issued for ten years on the basis of a lease as long as the permittee annually provides proof that the lease (if for less than ten years) has been renewed. Failure to provide the notification will result in cancellation of this permit.

2. Range and Livestock Management.

(a) Current allotment management plan(s) for the land described in Part 1 is made part of and incorporated into this permit, and the permittee will carry out its provisions, and annual operating or other instructions issued by the Authorized Officer.

(b) This permit may be modified to improve or protect National Forest System lands and resources. Except in emergencies such as fire, drought, or insect damage, modifications in the numbers of livestock or seasons of use in the permit should not occur until one year written notice of the modification has been provided to the permittee. This does not apply to annual adjustment in grazing as provided for in Section 2(c).

(c) The Authorized Officer may require the permittee to defer placing permitted livestock on the land described in Part 1 of the permit at the beginning of the period of use if the forage is not ready to be grazed. The Authorized Officer may also require the permittee to remove permitted livestock from the lands described in Part 1 of the permit before the expiration of the period of use if the available forage has been consumed, standards are not being met, or to prevent damage to National Forest System lands and resources, and/or other lands under Forest Service control.

(d) The permittee will allow only the numbers, kind, and class of livestock on the allotment during the period of use specified in Part 1 of the permit, annual operating instructions, or the Bill for Collection, including any modifications made pursuant to Section 2(b), or annual adjustments to grazing pursuant to Section 2(c). If the permittee's livestock are grazing in greater numbers, or at times or places other than authorized by this permit, the permittee shall be billed for excess use at the unauthorized use rate and the Authorized Officer may suspend or cancel this permit.

(e) The permittee's owned or controlled livestock may not be on National Forest System lands or other lands under

Forest Service control except as authorized by this permit or the Bill for Collection.

(f) The Authorized Officer may require the permittee to place or fasten appropriate marks or tags on their livestock that will identify them as permitted to graze under this permit. The Authorized Officer may require the permittee to gather permitted livestock to enable the Forest Service to conduct an accurate count of the livestock.

(g) Only livestock marked, tagged, or branded as shown in the application upon which this permit is based or as

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required under Section 2 (f) will be allowed to graze under this permit.

(h) The permittee will pay the costs of, perform, or otherwise provide for the proportionate share of cooperative range improvements and management practices (which may include identified monitoring related to the livestock grazing use authorized by this permit,) on the land described in Part 1 of the permit when the Authorized Officer determines that such improvements and practices are necessary for the protection and management of National Forest System lands and resources.

(i) The permittee is responsible for the maintenance of all assigned range improvements to standards of repair, orderliness, and safety acceptable to the Authorized Officer and/or as specified in Part 3 of this permit.

(j) The Forest Service is authorized to enter the permittee's privately owned or controlled lands identified in the term private land grazing permit application as the basis for the issuance of this permit to ensure that the livestock grazing occurring thereon is being conducted in accordance with the terms and conditions of this permit.

3. **Protection.** The permittee will protect the lands described in Part 1 of this permit from fire or other damage. The permittee will pay the United States for damage to National Forest System lands and resources, including range improvements, caused by the permittee's negligence or by the permittee's violation of the terms and conditions of this permit or applicable law or regulation.

4. **General.**

(a) This permit will be cancelled in whole whenever the nonfederal lands identified in Part 1 of the permit are no longer under the ownership or control of the permittee or upon permittee request.

(b) The permittee will notify the Authorized Officer in writing within thirty days of any change(s) affecting the permittee's qualifications to hold this grazing permit. The permittee shall also be required to amend the private land term grazing permit application to reflect this new information.

(c) The permanent structural range improvements on the lands described in Part 1 of this permit are the property of the United States Government unless specifically designated otherwise. Structural range improvements which are the property of the United States may not be removed by the permittee nor may the permittee be compensated for them unless the permit is cancelled in whole or in part in order to devote the lands covered by the permit to another public purpose including disposal. When permits are cancelled to devote lands to another public purpose, permittees may be entitled to reasonable compensation for the adjusted value of their interest in authorized permanent improvements placed or constructed on lands identified in Part 1 of this

permit, such compensation not to exceed the appraised fair market value of the terminated portion of their interest in such improvements.

(d) The permittee may not sell, transfer, assign, lease, sublet, or otherwise convey this permit in whole or in part.

(e) The term "permittee" in this permit includes any agents, employees, contractors, and subcontractors who have been hired by the permittee to perform duties associated with and required by this permit.

(f) This permit includes the terms and conditions of Part 3 hereof, consisting of page 3 through _____ which follow.