

U.S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL USE PERMIT AUTHORITY: Federal Land Policy and Management Act of October 21, 1976	Holder No. PAH21 4012-01	Issue Date 5/11/99	Expir. Date 12/31/28
	Type Site(s) 841 821	Authority 676	Auth. Type 20
	Region Forest 02/03	District 03,04,06,08,09,11	State County 46/081,093,033,103
	Cong. Dist. 01	Latitude	Longitude

U.S. WEST COMMUNICATIONS INC. of 612 Mt. Rushmore Road
 (Holder Name) (Billing Address - 1)

PO Box 100, Rapid City, SD 57701
 (Billing Address - 2) (City, State & Zip Code)

(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 Black Hills National Forest.

This permit covers 658.02 acres, and/or 336.52 miles and is described as shown on the maps located at the forest supervisors office which are made a part of this permit, and issued for the purpose of: construction, reconstruction, operation and maintenance of telephone lines. The width for existing right-of-ways are permitted as stated in Exhibit A, any new construction will typically be 16.5 feet, but may vary.

A detailed listing of the lines that have been removed and added since issuance of the December 4, 1972 permit is attached as Exhibit A. This listing will be updated annually at the first of the year, but not later than April 1st, to include any changes for the prior year.

An Environmental Assessment for the reissuance of Utility Special Use Permits was completed in 1995. The mitigation measures listed in the EA are attached and made part of this special use permit as exhibit B.

The addition of new lines or replacement of lines will be handled as outlined in exhibit C, Consolidated Procedures for the Construction and Replacement of Electric Distribution Lines, and shown in detail in the Working Agreement between the Black Hills National Forest and US West Communications, Inc. (exhibit D).

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 and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. 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 ceases to be the owner of the improvements, this permit shall terminate.

I. 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, 2028**. 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 as authorized by part II of the Application and Utilities Route Plan (BH-2700-2) and shall be completed as authorized by BH-2700-2. 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. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration or improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. 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 other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

Note Exhibit B attached to and made a part of this permit.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

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

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity 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 party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

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

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification 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; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally 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 above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service 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.

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. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they 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. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$ **12,114.00** for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate indexing factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

C. Payment Due Date. The payment due date shall be the close of business on January 1st of each calendar year payment is due. Payments due the United States for this use shall be deposited at Unit Collection Officer, Rocky Mountain Region, File No. 31654, PO Box 60000, San Francisco, CA 94160-1654 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to 31- USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, 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 Financial Manual (TFM-6-8020). 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.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), 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.

F. 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. 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.

D. Nondiscrimination In Employment And Services. (B-1) During the performance of this authorization, the holder agrees:

1. 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 disability. (Ref. Title VII of the Civil Rights Act of 1964, as amended).

2. 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 disability, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. 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 of 1975).

3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.

4. When furnished by the Forest Service, signs setting forth this policy of nondiscrimination will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

5. 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 or the State in which the breach or violation occurs.

E. Surveys, Land Corners. (D-4) The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

F. Protection Of Habitat Of Endangered, Threatened, And Sensitive Species (X-8): Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of

1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this authorization, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the authorization holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

G. Archaeological-Paleontological Discoveries (X-17) The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

H. Superseded Permit. (X-18) This permit supersedes a special-use permit designated: **U.S. West Communications, Inc. issued December 4, 1972.**

I. Improvement Relocation (X-33) This authorization 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.

J. Corporation Status Notification (X-46): The holder shall furnish the authorized officer with the names and addresses of shareholders owning three (3) percent or more of the shares, and number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote. In addition, the holder shall notify the authorized officer within fifteen (15) days of the following changes:

1. Names of officers appointed or terminated.
2. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.
3. A copy of the articles of incorporation and bylaws.
4. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.
5. A list of officers and directors of the corporation and their addresses.
6. Upon request, a certified list of stockholders and amount of stock owned by each.
7. The authorized officer may, when necessary, require the holder to furnish additional information as set forth in 36 CFR 251.54 (e)(1)(iv).

K. High Hazard, No Fault Damage. (R2-F-4) The Holder shall be held liable for all injury, loss, or damage, including fire suppression costs, directly or indirectly resulting from or caused by the Holder's use and occupancy of the area covered by this authorization, regardless of whether the Holder is negligent or otherwise at fault, provided that the maximum liability without fault shall not exceed \$ 300,000 for any one occurrence and provided further that the Holder shall not be liable when such injury, loss, or damage results wholly, or in part, from a negligent act of the United States, or an act of a third party not involving the facilities of the Holder. Liability for injury, loss, or damage, including fire suppression costs, in excess of the specified maximum, shall be determined by the laws governing ordinary negligence.

L. Raptor Protection. (R2-X-1) The Authorized Officer shall inform the Holder of those areas which are not critical, potentially critical, or extremely critical habitats of raptors or other birds of prey. The Holder shall:

- a) Assure that raptors have been considered during the design phase of project development and shall develop designs and construct new power transmission and distribution lines within designated raptor areas that will prevent, to the best of the Design Engineer's ability, the electrocution of raptors.
- b) Modify and make additions to preferred poles when multiple electrocutions are documented and proven.

In accomplishing the foregoing, the Holder shall make available to the Design Engineer, all biological and land management information provided by the Authorized Officer, including a copy of "Suggested Practices For Raptor Protection On Powerlines", published by the Raptor Research Foundation, Inc., Department of Zoology - 167 WIBD, Brigham Young University, Provo, Utah 84601.

Note Exhibit B attached to and made a part of this permit.

EXHIBIT B - Mitigation Measures

(Reference R2-X-1 of permit)

1) Existing telephone line poles, in high probability habitat listed below, with unsafe configurations should be replaced or reconfigured with raptor safe designs during normal pole and line replacement schedules.

High probability habitat includes large creeks - approximately one-half mile either side of the following:

- Spearfish Creek below Savoy
- Boxelder Creek below Boxelder Forks Campground
- Rapid Creek below Rochford
- Castle Creek from 4 miles above Deerfield Lake to Rapid Creek and below Deerfield Lake to Rapid Creek
- Spring Creek below Mitchell Lake and Sheridan Lake
- French Creek below Custer

High probability habitat also includes large reservoirs - approximately one mile of the following:

- Deerfield Lake
- Pactola Lake
- Sheridan Lake
- Stockade Lake

High probability habitat also includes grasslands, such as Reynolds Prairie, Gillette Prairie, Bald Hills, Slate Prairie, Sidney Park, Berne Park, and other grassland areas where an unobstructed view of approximately one-half mile in at least two directions (at right angles) (e.g. north and east) is possible from pole locations.

2) Utility company crews are to report any dead bald eagles, osprey or peregrine falcons to the U.S. Fish and Wildlife Service Field Office in Pierre, South Dakota (phone: 605-224-8693) or to a Fish and Wildlife Service Special Agent (605-224-1001).

3) If any areas are found during the course of maintenance or routine survey by the utility company or Forest Service personnel to have resource damage due to erosion, these areas will be reclaimed or repaired by the utility company within a reasonable amount of time, as decided upon by the Forest Service in accordance with the maintenance provision of the permit.

EXHIBIT C

CONSOLIDATED PROCEDURE FOR CONSTRUCTION AND MAINTENANCE OF TELEPHONE DISTRIBUTION LINES BLACK HILLS NATIONAL FOREST AND US WEST COMMUNICATIONS, INC.

Step 1: Application and Utilities Route Plan, Form BH-2700-2, with a map will be sent to the District Ranger.

Step 2: Joint field review of the route and construction methods to be used will be made by the District Ranger and the Company Representative.

Step 3: When the District Ranger and Company Representative agree to route location, both will sign Part II of the Route Plan. This will constitute Forest Service approval of the route location and authorization to the Company to begin construction. If additional stipulations not included in the Working Agreement are needed, such additional stipulations will be identified on the Route Plan.

Step 4: The District Ranger will distribute the Route Plan as shown on the bottom of form.

Step 5: When construction is complete, including site rehabilitation, the Company Representative will sign Part III of the Route Plan and notify the District Ranger. A field inspection will be made to assure construction is in accordance with current requirements.

Step 6: When construction is approved by the District Ranger, he/she will sign and date Part III of the Route Plan and distribute as shown on the bottom. Line may be energized.

Step 7: The signed Route Plan with an "as built" map will be sent to the Forest Supervisor through the District Ranger within 30 days after acceptance of the construction.

Step 8: The Route Plan will be numbered with an Amendment Number assigned in the Supervisor's Office. The "as built" map is used to post the Supervisor's master atlas.

Step 9: On or about January 1 each year, an Amendment to the permit will be completed at the Forest Supervisors office to add all lines constructed from January 1 to December 31 of the prior year. A copy of the signed amendment will be furnished to the Company and each District over which the lines pass.

EXHIBIT D

Working Agreement between the Black Hills National Forest and US West Communications, Inc.

The following establishes procedures for coordinating the location and construction of utility lines across lands of the Black Hills National Forest.

A. THE FOREST SERVICE WILL:

1. Delegate to the District Ranger, on whose District the telephone line will be placed, full authority to authorize the construction of said line, subject to the construction stipulation herein set forth (Section B, Paragraph 5) and any special stipulations agreed to by the Forest Service and the Company planning team.
2. Accept an "Application & Utilities Route Plan", Form BH-2700-2, signed by the District Ranger as the document authorizing the construction of the project. This will set forth any special stipulations agreed to with the Company, line location field studies, in addition to the standard stipulations contained in this Agreement.
3. Make available to the Company such aerial photos, maps and other material and information necessary for planning purposes and which are normally available at Forest Service offices.
4. Determine, when advised by the District Ranger, that a proposed project will not come under the purview of this Agreement because of multiple use complexities and/or size and type of project. In this event, the Company will secure a construction permit. The Company hereby agrees that this decision will be final.

B. THE COMPANY WILL:

1. Delegate to its designated, qualified representative(s) for the design of the project, full authority to act in its behalf in developing location and construction procedures with the authorized representative of the Supervisor. Notify the Forest of the name(s) of its designated representative(s).
2. Make formal application on "Application and Utilities Route Plan" BH-2700-2.
3. Give the District Ranger sufficient lead time (normally 30-90 days) to arrange for preliminary discussions and "on-the-ground project planning" to keep the impact of the project at the lowest possible level in his/her working planning.
 - a. The holder, in the exercise of privileges granted by this Agreement, agrees to abide by the fire prevention provisions of Rural Electrification Administration Bulletin 80-8 entitled "Construction, Operation, and Maintenance of Electric Lines on Land Administered by the United States Forest Service," as well as the other conditions set forth herein.
 - b. The Company shall repair fully all damage, other than ordinary wear and tear, to roads and trails in the National Forest, or other lands of the United States caused in the exercise of the privileges granted by this Agreement.
 - c. The Company shall pay the United States for timber on lands of the United States, cut, used, or destroyed in construction and maintenance of the telephone line or in clearing of said lands, and shall dispose of all slash, refuse, or unused timber resulting from the cutting or destruction of such timber, at such times and in such manner as may be required by the District Ranger. Payment for merchantable timber will be at current stumpage rates which are applicable to the sale of similar timber and for young growth timber below merchantable size, payment will be at current appraisal values; Provided, that the Company may be required to bank or deck for disposal by the Forest Service at places designated by the District Ranger, any such timber not used by the Company. Stumpage payment shall not be required of the Company for timber cut by the Company and sold or disposed of by the Forest Service to third parties. The Forest Service may sell or otherwise dispose of merchantable timber to others than the permittee when such timber can be felled and removed without undue interference with the operations of the holder.
 - d. The Company shall do everything reasonable within its power, both independently and on request of the District Ranger, to prevent and suppress fires on or near the projects authorized by this Agreement, including preparation and placing in effect a fire control plan approved by the District Ranger when in the opinion of the District Ranger such a fire plan is needed for the protection of National Forest lands.

e. The Company shall use methods of construction which will cause the least soil and vegetative disturbance. Only construction equipment approved by the District Ranger will be used. All off road vehicular travel routes outside the right-of-way strip will be approved in advance by the District Ranger. Vehicular equipment shall not be operated if soil or weather conditions result in unnecessary rutting, flowing or other displacement of soils.

f. The Company shall be responsible for prevention and control of soil erosion and gullyng of lands within or adjacent to projects authorized by this Agreement, resulting from construction of the project. The Company shall so construct the telephone line and other improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams, shall revegetate all areas where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the revegetation as prescribed by the District Ranger. Information about the approved seed mix to use for revegetation can be obtained at the district office.

g. If the Company so elects, subject to approval of the Forest Supervisor, they may deposit funds with the Forest Service to be used to pay the cost of performing the work required in paragraph "f". The Forest Service may perform the work at the expense of the Company. Advance and subsequent deposits will be in amounts and at times mutually agreed upon. Any excess deposits over the cost of the work will be refunded to the Company. Exercise of this election will not relieve the Company of the responsibility for successful revegetation and stabilization of disturbed areas.

4. Purchase all aerial photos used in project planning which will become permanent property of the Company.

5. Provide an "as built" right-of-way plat and amendment to the Master Permit to the Forest Supervisor through the District Ranger within 30 days following the receipt of a letter from the District Ranger approving the construction of the project.

According to the Paperwork Reduction Act of 1995, no persons are 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.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

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

Date _____

US WEST COMMUNICATIONS, INC.

(CORPORATE SEAL)

By Michael C. Beebe
(Vice) President
FIELD OPERATIONS DIRECTOR

ATTEST:

(Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation:

I _____ certify that I am the _____ Secretary of the Corporation that executed the above permit; that _____ who signed said permit on behalf of said Corporation was then _____ of said Corporation; that I know his/her signature on said permit is genuine; and that said permit was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body

(CORPORATE SEAL)

(Assistant Secretary)

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By John C. Twiss
JOHN C. TWISS, Forest Supervisor

5-11-99
(Date)