

Levan Peak
Tower

Authorization ID: SAN1602
Contact Name: CENTRAL UTAH TELEPHONE INC
Expiration Date: 12/31/2036
Use Code: 823

FS-2700-4 (V. 01/2014)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT #SAN-1602

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

Central Utah Telephone, Incorporated of PO Box 7, 45 West Center, Fairview, Utah 84629, (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Uinta-Wasatch-Cache National Forest, San Pitch Division, administered by the Manti-La Sal National Forest, Sanpete Ranger District unit of the National Forest System, subject to the terms and conditions of this special use permit ("the permit"), including the design features listed in Appendix B.

The permit covers 6.2 Acres, more or less, in Township 15 South, Range 1 East, Section 19, Lots 8 and 9; Section 20, Lots 7, 11, 12, NE¼SW¼, NW¼SE¼; Section 29, NW¼NW¼; and Section 30, Lots 1, 3, 6, 7, NE¼NE¼, SE¼NW¼; Salt Lake Base Meridian, Juab County, Utah ("the permit area"), as shown on the maps attached as Appendix A.

The permit is issued for the purpose of the installation, operation, and maintenance of a fiber optic telecommunications cable and facilities, in order to upgrade services to existing cell towers on South Levan Peak. Facilities will include conduit, hand-holes (24' x 36' x 24'), warning signs, and anchor/down guys. The distance of this project will be approximately 20,240 feet total, with approximately 13,490 feet crossing National Forest System (NFS) lands. The project will also cross 2500 feet of a State Wildlife Management area and 4250 feet of private property (county road).

The portion on NFS lands will include 1320 feet buried within Broad Canyon Road corridor (Forest Service Road #51017), and 12,170 feet placed aerial on 43 existing Rocky Mountain Power (RMP) poles. The poles are part of the Levan Peak powerline right-of-way authorized under Forest Service Special Use Permit #SAN6. CentraCom has a "Permit to Attach" from Rocky Mountain Power. Construction is scheduled for 2017 and will last approximately 30 to 60 days. See Appendix C: Plan of Development and Appendix D: Operating Plan.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Federal Land Policy and Management Act, as amended, October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on December 31, 2036, approximately 20 years from the date of issuance.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. 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, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and 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, regulation, 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.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is 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. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. **Transfer of Title.** Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to

the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

J. CHANGE IN CONTROL OF THE BUSINESS ENTITY.

1. **Notification of Change in Control.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. **Effect of Change in Control.** Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

II. IMPROVEMENTS

A. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility 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.

B. **PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. **CONSTRUCTION.** Any construction authorized by this permit shall commence by n/a and shall be completed by 12/31/2022.

III. OPERATIONS

A. **PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized 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 permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. OPERATING PLAN. The holder shall prepare, and revise every five years, an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations 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 operations 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 by December 31, 2018, and shall be attached to the permit as Appendix D. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

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 251, Subpart C 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 OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under 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 parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but 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

temporary 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 terminates.

F. 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. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and 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. For purposes of clause IV.F 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.

1. 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 or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be 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's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons

affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. 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 or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (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 solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product 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.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

J. STRICT LIABILITY. The holder shall be strictly liable (liable without proof of negligence) to the United States for \$amount up to \$1 million per occurrence for any injury, loss, or damage arising in tort under this permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

K. INSURANCE. The holder may be required to furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to Manti-La Sal National Forest, Supervisor's Office, 599-A West Price River Drive, Price, UT 84501. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or 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., 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. 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.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. 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 or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-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 leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. 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 immediately notify the authorized officer by telephone 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 authorized officer 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.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized

officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the 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 as 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 site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The holder shall pay an initial annual land use fee for the period from 01/01/2018 to 12/31/2018, and thereafter on or before January 1st, shall pay an annual land use fee. The annual land use fee shall be adjusted annually using the cumulative Implicit Price Deflator-Gross Domestic Product (IPD-GDP indexing factor).

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. 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.** Fees are due and payable by the due date. Disputed fees 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 fee amount 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 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 amount 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.

(d) **Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. **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:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. 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 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 VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. 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.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative 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.

D. 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 change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. 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.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period

prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and 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 site.

VIII. 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. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated n/a.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. FEES - FIBER OPTIC FACILITIES (A-19).

1. Use Authorized Without Additional Approval. This permit authorizes use of fiber optic cable, conduit space, or space within fiber optic regeneration or amplification sites (fiber optic facilities) solely for the holder's use in direct support of the holder's authorized operations. The holder may reserve fiber optic facilities authorized by this permit for the holder's expansion and may utilize the reserved fiber optic facilities during the term of this permit without additional approval from the Authorized Officer. Leasing of fiber optic facilities by third parties is not authorized by this permit, except as provided in paragraph 2.

2. Leasing of Fiber Optic Facilities. Leasing of fiber optic facilities authorized by this permit must have prior written approval from the Authorized Officer. The Forest Service reserves the right to disapprove requests to lease fiber optic facilities. Upon request, the holder shall submit to the Authorized Officer any leases for authorized fiber optic facilities before they are executed. Approved leases shall be documented in an appendix to or the operating plan for this permit. Documentation of these leases must specify the total number of installed conduits, cables, and fibers and the type of lease (commercial, noncommercial, or governmental). The Authorized Officer may request any additional information from the holder deemed necessary for proper administration of the leased fiber optic facilities. The holder shall remain responsible for the lessees' compliance with all the terms and conditions of this permit. The holder shall pay a land use fee in the amount from the linear right-of-way fee schedule for the distance along the holder's right-of-way that is occupied by the lessee for the lessees' use of fiber optic facilities. The land use fee for any leased fiber optic facilities shall be adjusted annually in accordance with the fee schedule in 43 CFR 2806.20.

F. 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 permitted by this authorization, 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.

G. REMOVAL AND PLANTING OF VEGETATION AND OTHER RESOURCES (D-5). 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 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. Un-merchantable material shall be disposed of as directed by the Authorized Officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the Authorized Officer.

H. GROUND SURFACE PROTECTION AND RESTORATION (D-9). The holder shall prevent and control soil erosion and gullyng on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

I. NOXIOUS WEED AND EXOTIC PLANT PREVENTION AND CONTROL (D-10). The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by the Federal, State, or local agency. The holder shall follow prevention and control measures required by the Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

J. 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.

THIS PERMIT #SAN-1602 IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

P. Branch Cox
C.E.O.

[Handwritten Signature]

9/18/17

HOLDER NAME, PRECEDED BY NAME AND TITLE
OF PERSON SIGNING ON BEHALF OF HOLDER,
IF HOLDER IS AN ENTITY

SIGNATURE

DATE

APPROVED:

Brian M. Pentecost, Forest Supervisor

[Handwritten Signature]

28 Sept 17

NAME AND TITLE OF AUTHORIZED OFFICER

SIGNATURE

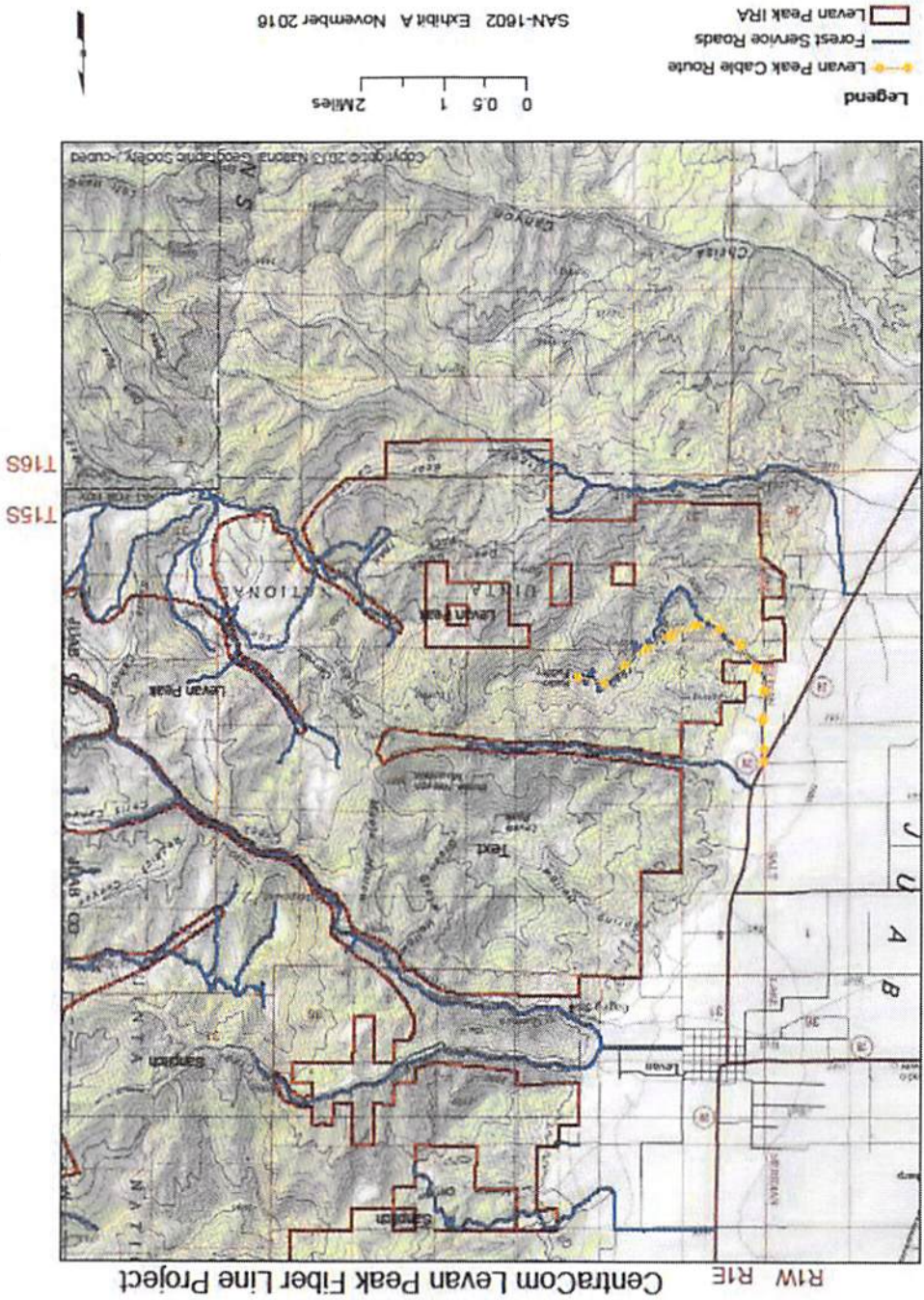
DATE

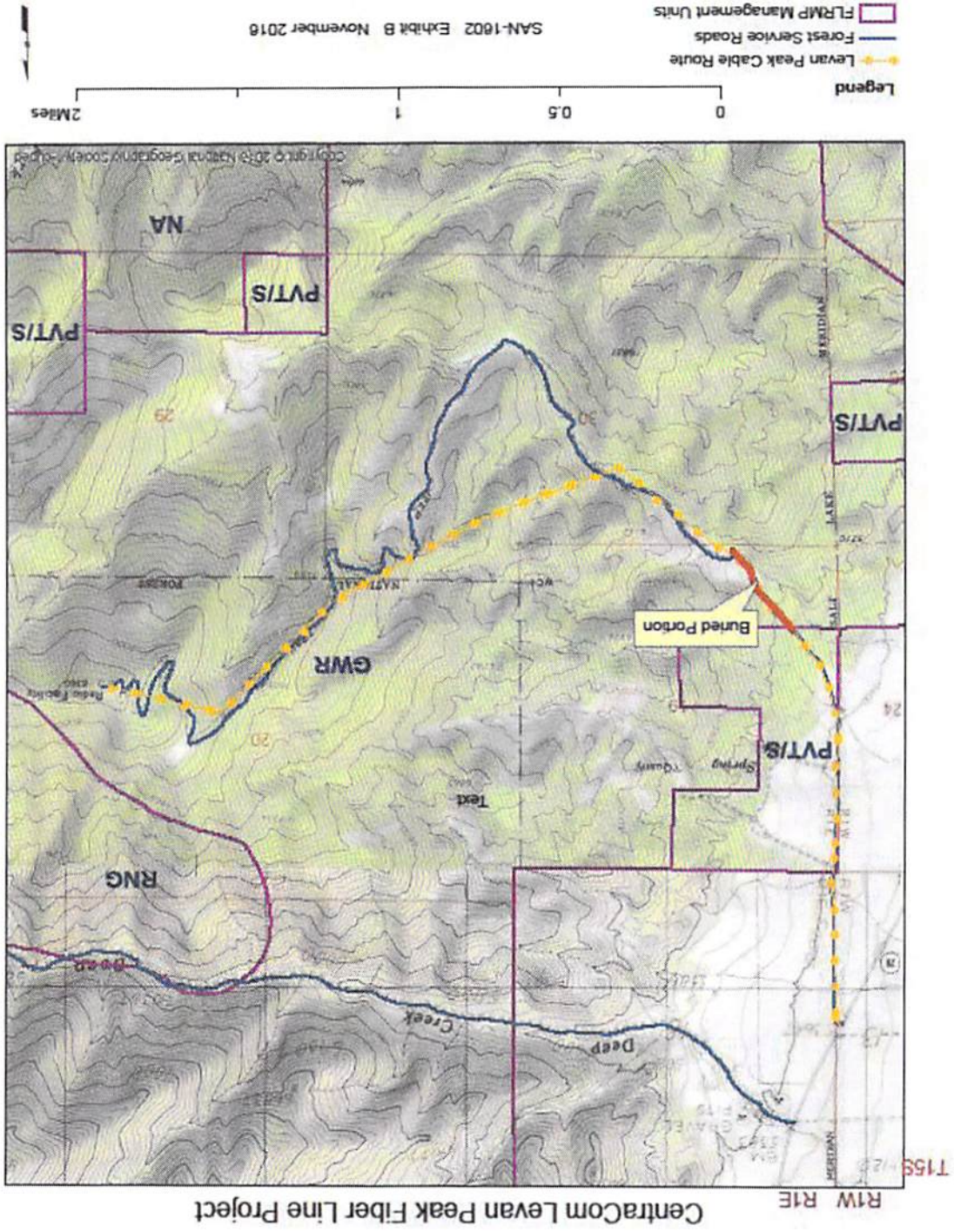
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one 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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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.





Appendix B -- DESIGN FEATURES for CentraCom South Levan Peak Fiber Line Project

Cultural Resources

- Discovery of previously unknown sites, surface or subsurface, may occur during project implementation. If discovered, project activity in the vicinity of the cultural resource will cease and a USFS representative notified immediately. All cultural resources shall be protected in accordance with Federal Laws.
- All persons associated with this project will be informed that they will be subject to prosecution for knowingly disturbing Native American Indian historic and prehistoric archaeology sites, or for collecting artifacts of any kind, including historic items and/or arrowheads and pottery fragments from Federal lands.

Noxious/Invasive plants

- Clean all equipment with a power wash before entry onto public land to remove noxious weed seed. All equipment must be inspected by the COR or designated project inspector before entry onto public lands.
- Noxious weed free certification will be required for all straw or hay bales used for mulch, and for any seed mixes used for the project. Any seeding will use an approved native seed mix specified for this project.
- Control noxious weeds as appropriate under existing decisions and agreements.

Paleontology

- The permit will stipulate that no fossils (including vertebrate and non-vertebrate) will be removed by the maintenance crew or anyone else working on the fiber line. If paleontological resources are found, the work will halt and a paleontologist and the Forest will be contacted immediately to determine if the site requires excavation before continuing with the work in that area.

Plants

- To protect sensitive plants along the powerline corridor and access routes, consult with Forest Ecologist prior to construction activity on the section of powerline within the Sensitive Plant Zones so areas can be flagged for avoidance.
- A survey was done for the sensitive plant *Penstemon tidestromii*, to identify areas to be avoided. Construction will not begin until fall.
- No construction activity is permitted in the sensitive plant zone when soils are wet.

Roads

- All access routes that are not roads open to the public will be blocked with rocks to prohibit unauthorized motorized use. An access plan will become part of the permit.

Roadless Area

- To string the line, workers will access the poles on foot and climb each pole installing a temporary roller to pull the line through.
- No motorized vehicles will be used except on authorized Level 1 Forest Service Roads that access the South Levan Peak Communications Site.
- No trees would be cut in the IRA. Any trees would be avoided by going around.

Visual Resources

- Avoid vegetation removal and when vegetation removal is absolutely necessary, avoid straight line edges. Irregular cleared edges are more natural looking. The cable will be as non-reflective as possible.
- Travel to or along the power line should be restricted to hand work. If vehicles are allowed to access the powerline corridor, access points will be blocked off and evidence of vehicular travel along the powerline will be rehabilitated. A permanent construction corridor will not be established. No temporary or permanent roads will be constructed.

Wildlife

- Where possible, avoid vegetation removal and/or treatment from May 15 to July 15 to protect nesting migratory birds.

Watershed/Soils

- Implement the Soil and Water Conservation Practices and National Best Management Practices identified in the project watershed specialist report.
- Prohibit mechanical operation on wet soils exceeding the plastic limit or when ruts exceed 4 inches depth for 10 feet or more.
- Vehicle traffic and equipment operation will be restricted during wet periods to prevent rutting in excess of one inch on gravel roads and 2 inches on native surface roads. Vehicle traffic and equipment operation may also be restricted during dry periods if native surface roads become powdered.
- Re-contour any surface disturbance to original conditions.

Applicable Soil and Water Conservation Practices (SWCPs) and Best Management Practices (BMPs):

SWCP	SWCP OBJECTIVE	CONSIDERATIONS FOR IMPLEMENTATION
11.07	OIL AND HAZARDOUS SUBSTANCE SPILL CONTINGENCY PLANNING - To minimize contamination of water from accidental spills by prior planning and development of Spill Prevention Control and Countermeasure Plans	A SPCC Plan will be prepared by the proponent and approved by the Forest Service and BLM before construction starts.
13.06	SOIL MOISTURE LIMITATIONS FOR TRACTOR OPERATION - To minimize soil compaction, puddling, rutting, and gullyng with resultant sediment production and loss of soil productivity. <i>Note that this SWCP applies to all heavy equipment operations.</i>	The normal operating season on National Forest land in this area is from May 15th to October 30th. Construction and other activities outside the normal operating season may require supplemental plans addressing temporary shutdown and erosion control measures. If temporary erosion control measures are not effective, activities will be suspended until conditions improve. Rutting will be used as an indicator of wet conditions. Vehicle traffic and equipment operation will be restricted to prevent rutting in excess of one inch on gravel roads, 2 inches on native surface roads and 4-6 inches in other work areas. Proponent(s) will provide maintenance equipment to repair rutting as soon as ground conditions permit. During extended periods of dry weather, additional measures, including vehicle and equipment restrictions, may be necessary to prevent powdering of soils, to maintain firm working surfaces, to limit fugitive dust, and to maintain appropriate moisture conditions to protect topsoils during reclamation.

15.04	MITIGATION OF SURFACE EROSION AND STABILIZATION OF SLOPES - To minimize soil erosion from road cut slopes, fill slopes, and travel ways.	The proponent shall conduct all activities to prevent erosion and sedimentation. Temporary erosion control measures may be required to prevent, control, and mitigate erosion and sedimentation. Temporary and permanent erosion control work must be kept current with ongoing operations, especially when construction occurs outside of the normal operating season. See SWCP 13.06 for soil moisture criteria.
15.06	MITIGATION OF SURFACE EROSION AND STABILIZATION OF SLOPES - To minimize soil erosion from road cut slopes, fill slopes, and travel ways.	The SWCP states that construction of pioneer roads will be confined to the roadway construction limits unless otherwise approved by the agency project administrator or engineering representative. Construction will be conducted to prevent undercutting of final cut slope, prevent deposition of materials outside the designated roadway limits, and accommodate drainage with temporary culverts or log crossings unless otherwise approved. Erosion control work will be completed concurrent with construction activity. The proponent is responsible for submitting an operating plan that includes erosion control measures and stormwater management.
15.11	SERVICING AND REFUELING EQUIPMENT - To prevent contamination of waters from accidental spills of fuels, lubricants, bitumens, and other harmful materials. <i>Note that this SWCP applies in all areas where heavy equipment is operated.</i>	Refueling areas will be a minimum of 200 feet from perennial and intermittent stream channels, seeps and springs, wetlands, lakes and reservoirs, stock water developments, and other water features. All heavy equipment and service vehicles will have a supply of absorbent and other cleanup materials on hand for initial containment of spills. All projects will adhere to the Hazardous Substance Spill Plan in case of accidents.
15.18	DISPOSAL OF RIGHT-OF-WAY AND ROADSIDE DEBRIS - To insure debris generated during road construction is kept out of streams and prevent slash and debris from subsequently obstructing channels.	Debris will not be placed in the stream channel or floodplain; incidental debris from tree felling will be removed. Streamside willows may be removed in clumps, set aside, and replaced during cleanup/shaping of the disturbed area. Other debris should be used in reclamation.
15.21	MAINTENANCE OF ROADS - To maintain all roads in a manner which provides for soil and water protection by minimizing rutting, failures, side-cast, and blocking of drainage facilities.	See rutting standards. All travelways must be waterbarred at an interval that prevents erosion between waterbars. Waterbars on permanent access routes must be designed to support the anticipated traffic and class of vehicles and remain functional.

Appendix C – PLAN OF DEVELOPMENT for CentraCom South Levan Peak Fiber Line Project

1. PURPOSE AND NEED FOR THE FACILITY

CentraCom Interactive (CentraCom) is proposing to place a new fiber optic telecommunication cable and appurtenances to upgrade facilities serving an existing cell tower. The first part of the route will be buried and placed within Juab County Road right-of-way with the remainder of the route attached to existing Rocky Mountain Power (RMP) poles. CentraCom is requesting a permanent width of 20 feet for the right-of-way within the existing 25 foot powerline ROW. The distance of this project is approximately 20,240 Feet (3.833 miles) with approximately 13,490 feet crossing federal lands administered by the Manti La Sal Forest Service (1,320' buried, 12,170' aerial), 2,500 feet across State Wildlife Management area and 4,250' across private property.

The proposed route was selected to follow the existing and previously disturbed county road and pole line corridor; this will minimize disturbance to the lands and will be the most accessible route available. Alternative routes were evaluated but not pursued due to an overall increase in distance along with the added ground disturbance and difficulty of the various terrains.

2. FACILITY DESIGN FACTORS

The proposed project will be for the placement of buried telecommunication conduit/cable and appurtenances consisting of 2-1.25" HDPE SDR-11 conduits with a 24-fiber cable placed inside one of the conduit soon after placement with the other left vacant for future use. The facilities will be buried at a minimum depth of 36 inches within the county right-of-way and will follow the route as shown on the map provided. The remainder of the route will be attaching to existing RMP poles. The route will follow the pole line as shown on the map provided. No new poles are expected to be placed anywhere along the route. No trees would be cut in the IRA. Any trees would be avoided by going around.

Direct surface disturbance will be from the construction equipment and will occur only on the areas traversed by the equipment. Additional disturbance will occur in the right-of-way during construction with the excavation and installation of anchor/down guys and hand-holes required for reel ends and cable access points.

3. ADDITIONAL COMPONENTS

Additional components will include flush mounted buried hand-holes 24"x36"x24" for splicing and will be placed at reel ends and at locations along the route for maintenance and future access. Anchors (screw type) will be placed along the route at locations RMP has previously placed their anchors and will be 2 to 4 feet within the existing anchor with a down guy attached. Warning signs will be placed only at the buried locations for the safety and protection of the public and the facilities.

4. GOVERNMENT AGENCIES INVOLVED

U.S. Forest Service, State of Utah Division of Wildlife Resources, and Juab County.

5. RIGHT -OF-WAY- LOCATIONS

Manti-La Sal National Forest, Salt Lake Base and Meridian, Juab County

Township 15 South, Range 1 East

Section 19: Lot 8, Lot 9;

Section 20: Lot 7, Lot 11, Lot 12, NE¼SW¼, NW¼SE¼;

Section 29: NW¼NW¼;

Section 30: Lot 1, Lot 3, Lot 6, Lot 7, NE¼NE¼, SE¼NW¼

The legal descriptions are contained as part of the maps and drawings which will contain all information as to the location of the cable and right-of-way.

6. CONSTRUCTION OF THE FACILITIES

Prior to the start of construction, a preconstruction meeting with CentraCom and the Contractor will be held to go over the project. All personnel and equipment will be required to stay in the designated ROW. Blading or grading the surface will not be necessary. The conduit/cable will be buried utilizing the plow method along with some trenching as may be required. A small slit in the ground will be constructed with a cable plow, along with a track hoe for trenching, and directional boring equipment for culvert and road crossings. Typically, a cable plow will be pulled behind a tracked utility tractor to create a ripped trench for the placement of the conduit, which will be carried on a reel on the front of the machine, fed over the top, then down a chute into the trench. A plastic warning ribbon will also be fed down the back of the chute and placed approximately 12 inches above the conduit to indicate conduit placement to others who may be excavating in the area. The minimum installation depth will be 36 inches along county roads. Materials left on the surface from the plowing operation will then be walked down with a bulldozer for compaction. After the conduit is placed below ground, the fiber optic cable will be blown or pulled through the conduit. The fiber optic cable will contain a metallic conductor or shield so that the cable can be located in the future. Warning signs will be placed along the surface at approximate 500-foot intervals. Warning signs will also be placed at all road crossings, ditches/culverts, running line changes, and splice vaults.

Where placed aerial, bucket trucks, cable reel trailers and crew trucks will drive on the approved construction corridor to place the fiber optic cable onto RMP poles. The construction crew will use bucket trucks when able or climb the poles to install temporary rollers, onto which a 5/16-inch steel suspension strand will be placed. The fiber optic cable will then be pulled onto the rollers and lashed to the strand using a lashing machine, which will be pulled along the strand, typically by hand. The lashing machine will spin a small galvanized wire around the fiber and strand, securing the cable in place, after which the rollers will be removed from the poles. Where required, anchor/down guys will be placed into the ground. Where the cable transitions from buried to aerial, a 2" riser will be placed on the pole allowing the cable up the pole.

No industrial waste will be left on the right-of-way. This includes used oil, spilled diesel fuel or any litter whatsoever. Access to the right-of-way will be limited to existing roads and approaches. This will minimize the impact of construction on the landscape. Portable toilet facilities will be placed near the work site as it moves along the route and will be properly disposed of.

All OSHA rules and regulations will be strictly adhered too. Also all traffic control will be maintained using current UDOT standards. CentraCom will communicate with the Juab County Road Department to coordinate safety procedures that will be used during construction adjacent to or crossing a county road where through vehicle traffic may be temporarily delayed. Signs and/or traffic cones will be posted along the road prior to construction operations to warn the public. Flagmen will be positioned at the work area if visibility is less than 100 yards. Crossing a road may result in a delay ranging from 5 to 15 minutes.

7. STABILIZATION AND REHABILITATION

Any trenches bore pits and hand holes will be compacted to avoid settling in the future. Any debris removed during construction will be hauled off to a proper landfill. Following all cleanup, CentraCom and all agencies involved will survey the jobsite to determine if any further cleanup is needed.

8. OPERATION AND MAINTENANCE

Once construction has been completed, little or no activity will occur on the right-of-way other than normal operation and any necessary maintenance activities.

9. CONSTRUCTION SCHEDULING

This project is scheduled to begin Fall 2017. It will require a crew of approximately four to six personnel during construction.

10. ACCESS PLAN

Due to the steep and rocky slopes where the CentraCom fiber route is proposed aerial, all equipment will only have access to the pole line at locations the pole line intersects or comes close to the existing road, no new roads or access points will be created (see map for possible access locations). The construction crew will hike to each pole location and climb to attach rollers to them. A reel trailer with the 5/16th steel suspension strand will be parked near the top. A rope will be placed in the rollers and attached to the strand then pulled to the next access point where equipment will be set up to pull the rope/strand through the rollers, then move on to the next access location.

Once secured the strand will be attached to the poles with the proper tension, then rollers placed on the strand to thread the fiber cable through with the same process. Once the fiber was pulled through and secured it will be lashed to the strand using a lashing machine, which will be pulled along the strand, typically by hand, with the rollers being removed as the crew made progress through each span. The lashing machine will spin a small galvanized wire around the fiber and strand, securing the cable in place. Where required, anchor/down guys will be placed into the ground, at locations not accessible to equipment they will be placed by hand.



Appendix D – OPERATING PLAN for CentraCom South Levan Peak Fiber Line Project

DUE DECEMBER 31, 2018