Forest Service documents related to the Maintenance of Open Lands on the Land Between the Lakes National Recreation Area (Aug. 29, 2008)
NATIONAL WILD TURKEY FEDERATION
Agricultural
Land Between the Lakes

Underhill Farms of 1144 Donaldson Creek Road, Cadiz, Kentucky, 42211 (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 Land Between The Lakes National Recreation Area of the National Forest System (Forest Service).

This permit covers 1413.8 acres of cropland and 299.9 of hay fields described by the field numbers on attachment A and as shown on the location map attached to and made a part of this permit. This permit is issued for the purpose of: planting, cultivating and harvesting crops in accordance with the attached Operation and Management Plan.

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 contained in Agreement Number 06-CS-1102 between the National Wild Turkey Federation and the Forest Service. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the NWTF – Forest Service Agreement and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is Robert Abernethy 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. 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 NWTF 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 Forest Service management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The NWTF 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/NWTF Right of Entry and Inspection. The Forest Service and NWTF has the right of unrestricted access of the permitted area 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 is executed as of the date of the last signature and is effective through December 31, 2017, subject to the issuance of an annual notice to proceed. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. **The annual notice to proceed** will be issued upon the completion of a mutually developed annual operating plan that describes the project(s) treatment location, type, acreage, and agricultural practices. Changes in the areas allocated for treatment will take into consideration any investment previously made by the holder to increase the productivity of the affected area(s).

C. **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.

D. **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 LBL Natural 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 regulations.

E. **Discretion of NWTF.** Not withstanding 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 NWTF.

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, Compensation, 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. **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.

C. **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 and/or appropriate Forest Service representative. 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.

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

E. **Change in Ownership.** This permit is not assignable and terminates upon change of ownership, 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.

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 Forest Service and NWTF harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the Forest Service or NWTF in connection with the holder's use or occupancy of the property. The holder's indemnification of the Forest Service and NWTF 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 NWTF or 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 NWTF or Forest Service, with all interests, costs and damages shall, at the election of the NWTF, be deemed to be additional fees hereunder and shall be due from the holder to the NWTF 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 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 and NWTF has no duty to inspect the permit area or to warn of hazards
and, if the Forest Service or NWTF does inspect the permit area, it shall incur no additional
duty nor liability for identified or non-identified hazards.

IV. TERMINATION, REVOCATION, AND SUSPENSION

A. Termination. Any of the parties, in writing, may terminate the instrument in whole, or in
part, at any time before the date of termination.

Neither party shall incur any new obligations for the terminated portion of the instrument after
the effective date and shall cancel as many obligations as possible. Full credit shall be
allowed for each Party’s expenses and all non-cancelable obligations properly incurred up to
the effective date of termination.

"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 NWTF 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.

VI. FEES

A. Termination for Non-payment. 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 an annual fee of $10.00 per acre for each acre of corn or soybeans for
the period January 1, 2008 to December 31, 2008. Full payment is due July 1, 2008 and
thereafter annually on July 1. Provided, charges for this use shall be made or readjusted
whenever necessary to place the charges on a basis commensurate with the fair market
value of the authorized use.
The holder shall provide and deliver 20 round bales of hay to the Elk & Bison Range as an annual fee for hay cultivation.

The holder can provide services in lieu of the $10.00 per acre and/or a portion of the 20 hay bale fee subject to negotiated agreement with the NWTF. If exercised, this option will be included as an attachment.

C. Payment Due Date. The payment due date shall be the close of business on July 1 of each calendar year payment is due. Payments due the NWTF for this use shall be deposited in a location to be named in the contract.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated 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.

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

If the fees become delinquent, the NWTF will:

- Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the NWTF.

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 appeal to NWTF.

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.

1. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service and NWTF. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due
date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed. Subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest system lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

2. Operation and Management Plan. The attached operation and/or management plan, when currently approved by the authorized officer will become part of this authorization. Its terms and conditions are binding on the permittee/grantee.

This permit supersedes all previous versions and is accepted subject to the conditions set out above.

[Signatures]

Holder
Ray Underhill
Kerry Underhill
Mike Underhill

By:

National Wild Turkey Federation

By:

(Rholder Signature)
Ray Underhill
Kerry Underhill
Mike Underhill

2-28-08
(Date)

(RAuthorized Officer Signature)
Robert Abernethy
Director of Agency Programs

2/15/08
(Date)
NATIONAL WILD TURKEY FEDERATION
Agricultural
Land Between the Lakes

Andrews Farms of 358 Ribbon Branch Road, Dover, TN, 37058 (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 Land Between The Lakes National Recreation Area of the National Forest System (Forest Service).

This permit covers 262.2 acres of hay fields described by the field numbers on attachment A and as shown on the location map attached to and made a part of this permit. This permit is issued for the purpose of planting, cultivating and harvesting crops in accordance with the attached Operation and Management Plan.

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 contained in Agreement Number 06-CS-1102 between the National Wild Turkey Federation and the Forest Service. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the NWTF – Forest Service Agreement and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is Robert Abernethy 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. 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 NWTF 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 Forest Service management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The NWTF 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/NWTF Right of Entry and Inspection. The Forest Service and NWTF has the right of unrestricted access of the permitted area 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 is executed as of the date of the last signature and is effective through December 31, 2017, subject to the issuance of an annual notice to proceed. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. **The annual notice to proceed will be issued upon the completion of a mutually developed annual operating plan that describes the project(s) treatment location, type, acreage, and agricultural practices. Changes in the areas allocated for treatment will take into consideration any investment previously made by the holder to increase the productivity of the affected area(s).**

C. **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.

D. **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 LBL Natural 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 regulations.

E. **Discretion of NWTF.** 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 NWTF.

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, Compensation, 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. **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.

C. **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 and/or appropriate Forest Service representative. 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.

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

E. **Change in Ownership.** This permit is not assignable and terminates upon change of ownership, 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.

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 Forest Service and NWTF harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the Forest Service or NWTF in connection with the holder's use or occupancy of the property. The holder's indemnification of the Forest Service and NWTF 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 of the holder. If the NWTF or 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 NWTF or Forest Service, with all interests, costs and damages shall, at the election of the NWTF, be deemed to be additional fees hereunder and shall be due from the holder to the NWTF 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 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 and NWTF has no duty to inspect the permit area or to warn of hazards and, if the Forest Service or NWTF does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. Termination. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of termination.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

"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 NWTF 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.

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 provide and deliver 80 round bales of hay to the South Bison Range and 10 round bales of hay to the Elk & Bison Range as an annual fee. Provided charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

The holder can provide services in lieu of a portion of the fee subject to negotiated agreement with the NWTF. If exercised, this option will be included as an attachment.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the NWTF.
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 appeal to NWTF.

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.

1. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service and NWTF. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed. Subject to emergency request and approval, only when unexpected outbreaks of pests require control, measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest system lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

2. Operation and Management Plan. The attached operation and/or management plan, when currently approved by the authorized officer will become part of this authorization. Its terms and conditions are binding on the permittee/grantee.

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

Andrews Farms

By: [Signature]

(Holder Signature)

Tommy Andrews
James M. Andrews
Thomas E. Andrews Jr.

3/12/08

(Date)

National Wild Turkey Federation

By: [Signature]

(Authorized Officer Signature)

Robert Abernethy
Director of Agency Programs

2/15/08

(Date)
NATIONAL WILD TURKEY FEDERATION
Agricultural
Land Between the Lakes

Ronald Crouse of P.O. Box 83, Hardin, Kentucky, 42048, (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 Land Between The Lakes National Recreation Area of the National Forest System (Forest Service).

This permit covers 276.2 acres of hay fields described by the field numbers on attachment A and as shown on the location map attached to and made a part of this permit. This permit is issued for the purpose of planting, cultivating and harvesting crops in accordance with the attached Operation and Management Plan.

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 contained in Agreement Number 06-CS-1102 between the National Wild Turkey Federation and the Forest Service. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the NWTF – Forest Service Agreement and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is Robert Abernethy 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. 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 NWTF 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 Forest Service management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The NWTF 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/NWTF Right of Entry and Inspection. The Forest Service and NWTF has the right of unrestricted access of the permitted area 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 is executed as of the date of the last signature and is effective through December 31, 2017, subject to the issuance of an annual notice to proceed. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. The annual notice to proceed will be issued upon the completion of a mutually developed annual operating plan that describes the project(s) treatment location, type, acreage, and agricultural practices. Changes in the areas allocated for treatment will take into consideration any investment previously made by the holder to increase the productivity of the affected area(s).

C. 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.

D. 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 LBL Natural 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 regulations.

E. Discretion of NWTF. 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 NWTF.

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, Compensation, 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. **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.

C. **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 and/or appropriate Forest Service representative. 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.

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

E. **Change in Ownership.** This permit is not assignable and terminates upon change of ownership, 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.

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 Forest Service and NWTF harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the Forest Service or NWTF in connection with the holder’s use or occupancy of the property. The holder’s indemnification of the Forest Service and NWTF 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 NWTF or 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 NWTF or Forest Service, with all interests, costs and damages shall, at the election of the NWTF, be deemed to be additional fees hereunder and shall be due from the holder to the NWTF 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 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 and NWTF has no duty to inspect the permit area or to warn of hazards and, if the Forest Service or NWTF does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. Termination. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of termination.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

"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 NWTF 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.

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 provide and deliver 20 round bales of hay to the Elk & Bison Range as an annual fee. Provided charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

The holder can provide services in lieu of a portion of the fee subject to negotiated agreement with the NWTF. If exercised, this option will be included as an attachment.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the NWTF.
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 appeal to NWTF.

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.

1. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service and NWTF. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed. Subject to emergency request and approval, only when unexpected outbreaks of pests require control, measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest system lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

2. **Operation and Management Plan.** The attached operation and/or management plan, when currently approved by the authorized officer will become part of this authorization. Its terms and conditions are binding on the permittee/grantee.
This permit supersedes all previous versions and is accepted subject to the conditions set out above.

**Holder**

By: Ronald Crouse  
(Holder Signature)  
Ronald Crouse  

**National Wild Turkey Federation**

By: Robert Abernethy  
(Authorized Officer Signature)  
Robert Abernethy  
Director of Agency Programs  

3-18-08  
(Date)  

2/15/08  
(Date)
NATIONAL WILD TURKEY FEDERATION
Agricultural
Land Between the Lakes

Bobby Cunningham and sons, Ricky Cunningham and Kory Cunningham of 1434 Redbud Road, Dexter, Kentucky 42035, (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 Land Between The Lakes National Recreation Area of the National Forest System (Forest Service).

This permit covers 838.3 acres of cropland and 269.7 acres of hay fields described by the field numbers on attachment A and as shown on the location map attached to and made a part of this permit. This permit is issued for the purpose of planting, cultivating and harvesting crops in accordance with the attached Operation and Management Plan.

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 contained in Agreement Number 06-CS-1102 between the National Wild Turkey Federation and the Forest Service. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the NWTF – Forest Service Agreement and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is Robert Abernethy 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. 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 NWTF 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 Forest Service management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The NWTF 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/NWTF Right of Entry and Inspection. The Forest Service and NWTF has the right of unrestricted access of the permitted area 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 is executed as of the date of the last signature and is effective through December 31, 2017, subject to the issuance of an annual notice to proceed. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. **The annual notice to proceed** will be issued upon the completion of a mutually developed annual operating plan that describes the project(s) treatment location, type, acreage, and agricultural practices. Changes in the areas allocated for treatment will take into consideration any investment previously made by the holder to increase the productivity of the affected area(s).

C. **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.

D. **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 LBL Natural 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 regulations.

E. **Discretion of NWTF.** 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 NWTF.

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, Compensation, 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. **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.

C. **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 and/or appropriate Forest Service representative. 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.

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

E. **Change in Ownership.** This permit is not assignable and terminates upon change of ownership, 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.

**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 Forest Service and NWTF harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the Forest Service or NWTF in connection with the holder's use or occupancy of the property. The holder's indemnification of the Forest Service and NWTF 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 of the holder. If the NWTF or 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 NWTF or Forest Service, with all interests, costs and damages shall, at the election of the NWTF, be deemed to be additional fees hereunder and shall be due from the holder to the NWTF 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 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 and NWTF has no duty to inspect the permit area or to warn of hazards and, if the Forest Service or NWTF does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. Termination. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of termination.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

"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 NWTF 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 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.

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 an annual fee of $10.00 per acre for each acre of corn or soybeans for the period January 1, 2008 to December 31, 2008. Full payment is due July 1, 2008 and thereafter annually on July 1. Provided, charges for this use shall be made or readjusted whenever necessary to reflect the charges on a basis commensurate with the fair market value of the authorized use.
The holder shall provide and deliver 20 round bales of hay to the Elk & Bison Range as an annual fee for hay cultivation.

The holder can provide services in lieu of the $10.00 per acre and/or the 20 hay bale fee subject to negotiated agreement with the NWTF. If exercised, this option will be included as an attachment.

C. Payment Due Date. The payment due date shall be the close of business on July 1 of each calendar year payment is due. Payments due the NWTF for this use shall be deposited in a location to be named in the contract.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated 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.

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

If the fees become delinquent, the NWTF will:

- Liquidate any security or collateral provided by the authorization.

  If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the NWTF.

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 appeal to NWTF.

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.

1. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service and NWTF. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due
date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed. Subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest system lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

2. Operation and Management Plan. The attached operation and/or management plan, when currently approved by the authorized officer will become part of this authorization. Its terms and conditions are binding on the permittee/grantee.

This permit supercedes all previous versions and is accepted subject to the conditions set out above.

Holder

By:  

National Wild Turkey Federation

By:  

Robert Abernethy

Director of Agency Programs

By:

Date:

Date:

Bobby Cunningham

Kory Cunningham

3/20/08

2/15/08

(Holder Signature)

(Authorized Officer Signature)
NATIONAL WILD TURKEY FEDERATION
Agricultural
Land Between the Lakes

Ronnie Mathis of 720 Center Point Road, Dover, Tennessee, 37058, (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 Land Between The Lakes National Recreation Area of the National Forest System (Forest Service).

This permit covers 202.1 acres of hay fields described by the field numbers on attachment A and as shown on the location map attached to and made a part of this permit. This permit is issued for the purpose of: planting, cultivating and harvesting crops in accordance with the attached Operation and Management Plan.

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 contained in Agreement Number 06-CS-1102 between the National Wild Turkey Federation and the Forest Service. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the NWTF – Forest Service Agreement and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is Robert Abernethy 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. 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 NWTF 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 Forest Service management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The NWTF 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/NWTF Right of Entry and Inspection. The Forest Service and NWTF has the right of unrestricted access of the permitted area 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 is executed as of the date of the last signature and is effective through December 31, 2017, subject to the issuance of an annual notice to proceed. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. The annual notice to proceed will be issued upon the completion of a mutually developed annual operating plan that describes the project(s) treatment location, type, acreage, and agricultural practices. Changes in the areas allocated for treatment will take into consideration any investment previously made by the holder to increase the productivity of the affected area(s).

C. 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.

D. 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 LBL Natural 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 regulations.

E. Discretion of NWTF. 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 NWTF.

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, Compensation, 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. **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.

C. **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 and/or appropriate Forest Service representative. 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.

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

E. **Change in Ownership.** This permit is not assignable and terminates upon change of ownership, 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.

**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 Forest Service and NWTF harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the Forest Service or NWTF in connection with the holder's use or occupancy of the property. The holder's indemnification of the Forest Service and NWTF 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 NWTF or 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 NWTF or Forest Service, with all interests, costs and damages shall, at the election of the NWTF, be deemed to be additional fees hereunder and shall be due from the holder to the NWTF 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 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 and NWTF has no duty to inspect the permit area or to warn of hazards and, if the Forest Service or NWTF does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. Termination. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of termination.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

"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 NWTF 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.

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 provide and deliver 20 round bales of hay to the Elk & Bison Range as an annual fee. Provided charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

The holder can provide services in lieu of a portion of the fee subject to negotiated agreement with the NWTF. If exercised, this option will be included as an attachment.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the NWTF.
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 appeal to NWTF.

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.

1. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service and NWTF. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed. Subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest system lands.
Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

2. Operation and Management Plan. The attached operation and/or management plan, when currently approved by the authorized officer will become part of this authorization. Its terms and conditions are binding on the permittee/grantee.
The permit supercedes all previous versions and is accepted subject to the conditions set out above.

Holder
By: Ronnie Mathis
(Holder Signature)
Ronnie Mathis

National Wild Turkey Federation
By: Robert Abernethy
(Authorized Officer Signature)
Robert Abernethy
Director of Agency Programs

3/1/08
(Date)

2/15/08
(Date)