



United States  
Department of  
Agriculture

Forest  
Service

Payette  
National  
Forest

Krassel Ranger District  
P.O. Box 1026  
McCall, ID 83638

Reply To: 2720

Date: June 5, 1990

Jim and Holly Akinson  
Taylor Ranch  
University of Idaho  
HC 85  
Cascade, ID 83611

Dear Jim and Holly:

Enclosed is the permit required for grazing your livestock on Pioneer Creek within the Frank Church--River of No Return Wilderness. This permit is valid for a total of 27 Animal Use Months during the months of May through July for nine head of stock.

A Bill for Collection is also enclosed for the use of this area. If you have any questions concerning your permit, please contact Clem for any verification.

Sincerely,

STEPHEN RYBERG  
Acting District Ranger

Enclosure





USDA-Forest Service

**APPLICATION AND PERMIT FOR LIVESTOCK USE**  
(Reference FSM 2230)

1. NATIONAL FOREST OR NATIONAL GRASSLAND  
Payette National Forest
2. RANGER DISTRICT  
Krasel Ranger District

\*NOTE: The information requested on this form is voluntary; however, all of the data requested is necessary if you wish to be considered as a qualified applicant for a grazing permit. The data is requested under authority of 5 USC 301, 36 CFR 222.3.

INSTRUCTIONS TO APPLICANT: Complete Section "A" below, sign and date this application, and mail or deliver all copies to the District Ranger. See Terms and Conditions on the back hereof and attachments hereto.

**SECTION A. APPLICATION (To be completed by Applicant)**

I or WE, Taylor Ranch - University of Idaho of HC 85, Cascade, ID 83611  
(Name of Applicant) (Post Office Address Including Zip Code)

hereby apply for a permit for livestock use, upon Forest Service-administered lands:

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	
9	Horses/Mules		May 1990	July 1990	Wilderness - Pioneer Creek

**COMMERCIAL TRANSPORTATION LIVESTOCK (This section is to be completed for Transportation Livestock permits only.)**

That I be authorized to graze my permitted transportation stock intermittently during the permitted period for not to exceed 3 animal months actual use.

**ON AND OFF PROVISIONS (Complete if applicable)**

I hereby request that the following provisions be made part of my grazing permit: That I be allowed to graze a total of 9 head of Stock under an on-and-off provision on the Pioneer Creek grazing allotment. The land I control together with the Forest Service-administered land forms a natural grazing unit. The land I offer under this provision consists of N/A acres I own and N/A acres I lease or have the right to use. Described as follows:

I OR WE HEREBY AGREE TO COMPLY WITH THE TERMS AND CONDITIONS LISTED ON THE BACK HEREOF & ATTACHMENTS HERETO:

SIGNATURE OF APPLICANT

DATE OF APPLICATION

**SECTION B. PERMIT (To be completed by Forest Officer)**

Permittee Number

Permit Number

Taylor Ranch of HC 85, Cascade, ID 83611  
(Name of Permittee) (Post Office Address Including Zip Code)

is hereby authorized to place the following livestock upon lands administered by the Forest Service within the:

Wilderness - Pioneer Creek (X appropriate box)

National Forest

National Grassland

Use authorized is charge, free (Strike one). (If charge, Bill for Collection is to accompany permit.)

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	
9	Horses/Mules		May 1990	July 1990	Wilderness - Pioneer Creek

THIS PERMIT IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE BACK HEREOF & ATTACHMENTS HERETO:

SIGNATURE OF FOREST OFFICER

*For Rick Belong*

NAME (Print)

STEPHEN RYBERG

TITLE

Acting District Ranger

DATE

6/7/90



## PART 2 - GENERAL TERMS AND CONDITIONS

1. **Validation of Permit.** Actual turning on at least 90 percent of livestock will validate this permit for the number, kind, and class of livestock, and period of use. In addition, if a charge permit, the issuance of a Bill for Collection and payment of fees are necessary to validate this permit.
2. **Administrative Offset and Credit Reporting.** Pursuant to 31 U.S.C. 3716 and 7 CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States, under this permit to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.
3. **Interest, Penalty, and Administrative Costs.** Pursuant to 31 U.S.C. 3717 and 7 CFR Part 3, Subpart B, interest shall be charged on any payment or fee amount not paid within 30 days from the date the payment was due.

Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, in the event the account becomes delinquent, administrative costs may be assessed.

A penalty of 6 percent per year shall be assessed on any payment or fee amount overdue in excess of 90 days from the date the first billing was due.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments falls on a nonworkday, the charges shall not apply until the close of business of the next workday.
4. **Period of Permit.** This permit terminates with the period of use specified herein unless extended in writing to encompass additional time to extend not more than one year from original date of issuance.
5. **Permitted Livestock.** Only livestock marked, tagged, branded, or described in the application are authorized to graze under this permit.
6. **Range and Livestock Management**
  - (a) The permittee will carry out the provisions of the allotment management plans or other instructions issued by the Forest officer in charge for the area under permit and will require employees, agents, and contractors and subcontractors to do likewise.
  - (b) When, in the judgment of the Forest officer in charge, the allotment or area is not ready to be used at the beginning of the designated period of use, the permittee, upon request of the Forest officer, will defer placing livestock on the allotment or unit to avoid damage to the resources. The permittee will remove livestock from Forest Service-administered lands before the expiration of the designated period of use upon request of the Forest officer when it is apparent that further use would damage the resources.
  - (c) The permittee will allow only the numbers, kind, and class of livestock on the allotment during the period specified in Part 1 hereof or the annual Bill for Collection, including any modifications made as provided for in Section 6(b). If livestock owned by the permittee are found to be grazing on the allotment in greater numbers, or at times or places other than permitted in Part 1 hereof, or specified on the Bill for Collection, the permittee shall be billed for excess use at the unauthorized use rate and may face suspension or cancellation of this permit.
  - (d) The permittee will not allow owned or controlled livestock to be upon any area of Forest Service-administered lands not described in either Part 1 hereof or the annual Bill for Collection.
  - (e) The Forest officer in charge may, at any time, place or fasten or require the permittee to place or fasten upon livestock covered by this permit appropriate marks or tags that will identify them as livestock permitted to be on lands administered by the Forest Service. The Forest Service may, at its option, gather and hold the permittee's livestock for counting.
  - (f) the permittee will pay the costs of, perform, or otherwise provide for his proportionate share of cooperative improvements and management practices on the permitted area when determined by the Forest officer in charge that such improvements and practices are essential to proper protection and management of the resources administered by the Forest Service.
7. **Protection.** The permittee, or the permittees agents and employees, when acting within the scope of their employment, and his contractors and subcontractors will protect the land and property of the United States and other land under jurisdiction of the Forest Service covered by and used in conjunction with this permit. Protection will include taking all reasonable precautions to prevent, make diligent efforts to suppress, and report promptly all fires on or endangering such land and property. The permittee will pay the United States for any damage to its land or property resulting from livestock use operations, negligence, or from violation of the provisions and requirements of this permit or any law or regulation applicable to the National Forest System.
8. **General**
  - (a) It is fully understood and agreed that this permit may be cancelled, in whole or in part, after written notice for failure to comply with any of the terms and conditions specified in Parts 1, 2, and 3 hereof or any of the regulations of the Secretary of Agriculture on which this permit is based, or the instructions of Forest officers issued thereunder; or for knowingly and willfully making a false statement or representation in the permittee's grazing application, and amendments thereto; or for conviction for failure to comply with Federal laws or regulations or State and local laws relating to livestock control and to protection of air, water, soil and vegetation, fish and wildlife, and other environmental values when exercising the grazing use authorized by the permit. This permit can also be cancelled, in whole or in part, at any time during the term to conform with needed changes brought about by law, regulation, Executive order, allotment management plans, land management planning, numbers permitted or seasons of use necessary because of resource conditions, or the lands described otherwise being unavailable for grazing. Any suspension or cancellation action may be appealed pursuant to 36 CFR 211.18.
  - (b) The Forest officer in charge may, at any time, require the permittee to give good and sufficient bond to insure payment for all damage or costs to prevent or mitigate damages sustained by the United States through the permittee's failure to comply with the provisions and requirements of this permit or the regulations of the Secretary on which it is based.
  - (c) The permanent improvements constructed or existing for use in conjunction with this permit are the property of the United States Government unless specifically designated otherwise or covered by a cooperative agreement. They will not be removed nor compensated for upon cancellation of this permit.
  - (d) The permittee may not transfer, assign, lease, or sublet this permit in whole or in part.
  - (e) The issuance of this permit gives its holder no priority for renewal of additional livestock use permits.
  - (f) This permit includes any terms and conditions which follow.