

2885 - TERMS AND CONDITIONS

Table of Contents.10 Effective Date of Grant

- A. Fees and Rent
 - 1. Category 1-4
 - 2. Category 5
 - 3. Category 6

.11 Grant Contents

- A. BLM Form 2880-14
- B. Lands Occupied
- C. Term of the Grant
 - 1. TUPs
 - 2. Termination Date
 - 3. Administrative Units
 - 4. Two or More Federal Agencies
 - 5. Grants with Unspecified Term
- D. Terms and Conditions
 - 1. Guide Stipulations
 - 2. Non-Guide Stipulations
 - 3. Performance Stipulations
- E. Bonds
 - 1. General
 - a. When Bond Coverage is Required - Criteria
 - (1) Applicant History
 - (2) Nature of Project
 - (3) Limited and Limited Liability Entities
 - 2. What to Bond
 - 3. Amount of Bond
 - 4. Bond and Surety System
 - 5. Release of Bonds
 - 6. Reduction in Bond Amount
 - 7. Bond Collection

.12 Rights Conveyed

- A. Multiple Uses or Facilities

.13 Rights Retained

- A. Entry
- B. Third Party Use
- C. Resources
- D. Terms and Conditions

2885 - TERMS AND CONDITIONS

.14 ROW Width

- A. Operations and Maintenance (O&M) Need
- B. Environment or Public Safety
- C. TUPs

.15 Rent

- A. Rent Year
 - 1. Example
 - 2. Existing Grants
 - 3. TUPs
- B. Appeal
- C. Appraisal Services

.16 Rent Payment

- A. Billing
 - 1. Refunds
 - 2. Linear or Areal
 - a. Example
- B. Payment
 - 1. Initial Payment
 - 2. Subsequent Payments
 - a. Payment Due Date
 - b. Linear ROW Grants
 - c. Areal or Site ROW Grants

.17 Late or Non-Payment of Rent

- A. Late Payment Fee
- B. Other Administrative Fees
- C. Suspension
- D. Grant Termination
- E. Debt
- F. Subsequent Payment
- G. Waiver of Late Payment Fee

.18 Using Estimated Rents

- A. Consultation
- B. Urgency
- C. Actual rent
- D. Overage

2885 - TERMS AND CONDITIONS

- .19 Linear ROWs
 - A. Exceptions to Rent Schedule
 - 1. High Value Areas
 - 2. Other
 - B. Removal from Schedule
 - 1. The State Director
 - 2. An Amendment

- .20 Calculation of Rent
 - A. Acreage
 - B. ROW use
 - C. Illustrations

- .21 Rent Payment Periods
 - A. One Time
 - 1. 30-Year Term Rent
 - 2. Prevailing Price
 - a. Review
 - b. State Director
 - 3. Existing Perpetual Term Grants
 - B. Balance of Term
 - C. Individuals
 - 1. Rent \$100.00 or Less
 - 2. Rent over \$100.00
 - D. Others

- .22 Communication Sites

- .23 Monitoring
 - A. Cost Recovery
 - 1. Categories 1-4
 - 2. Category 5
 - 3. Category 6
 - a. Existing Agreement
 - b. New Determination
 - 4. Determination of Category
 - 5. Advance Payment
 - 6. Appeals
 - a. Categories 1-4
 - b. Category 5
 - c. Category 6

TC-4

2885 - TERMS AND CONDITIONS

B. Monitoring Principles

1. Manner
2. Consultation

Illustrations

1. Grant of Right-of-Way Form 2880-14
2. Notice to Proceed Form 2800-15
3. Sample – Processing and Monitoring Fee Schedule
4. Sample – Cost Recovery Category Determination Record
5. Late Payment Fee Waiver Form
6. Sample - Linear Rent Schedule by State and County
7. Sample - Linear Rent Schedule Zone Work Sheet
8. Linear Rent Payment Options

2885 - TERMS AND CONDITIONS

.10 Effective Date of Grant. Unless a specific date is provided in the grant or decision issuing the grant, the grant is effective upon the date it is signed by the AO.

A. Fees and Rent. Payment of all appropriate processing fees, monitoring fees, and any rent occurs prior to BLM signing the grant.

1. Category 1-4. Both processing and monitoring fees for these categories must be paid before signing the grant.

2. Category 5. Cost recovery fees are determined by the MA.

3. Category 6. The cost recovery account must be current and contain sufficient funds to monitoring initial construction before signing the grant.

.11 Grant Contents. A ROW or TUP grant is the instrument the BLM uses to ensure the facility authorized is constructed, operated, and terminated in a safe and environmentally sound manner.

A. BLM Form 2880-14. This form is used to maintain uniformity and consistency in the granting program (Illustration 1). ROW grants and TUPs shall be as simple and burden free as possible.

B. Lands Occupied. The lands may or may not correspond to those applied for. The BLM will limit the grant to those lands which the BLM determines:

1. Will be occupied by the authorized facilities;

2. Are necessary for constructing, operating, maintaining, and terminating the authorized facilities;

3. Are necessary to protect the public health and safety; and

4. Will not unnecessarily or unduly degrade the environment.

C. Term of the Grant. The term of each grant shall not exceed 30 years and will be specific. It is dependent upon a reasonable period needed to accomplish the purpose of the authorization.

1. TUPs are issued for a minimum term of 60 days and may be up to 3 years in duration.

2885 - TERMS AND CONDITIONS

2. Termination Date. All grants issued for more than one full year shall have a termination date of December 31st.

3. Administrative Units. The term of a grant which crosses different BLM administrative boundaries shall be identical. Likewise, the term for similar projects within the same administrative unit should be identical, unless there are compelling circumstances which warrant different terms.

4. Two or More Federal Agencies. The term for any grant issued across lands administered by two or more Federal agencies shall be that of the shortest term for any one of the agencies.

5. Grants with Unspecified Term. Sometimes grants were issued that do not have a term specified in the grant. Consider the grant to have a perpetual term.

D. Terms and Conditions describe the specific rights and accompanying responsibilities granted to the holder, and those retained by the United States. All stipulations shall be written in explicit, concise, easy to understand, standard English. Legal jargon shall be avoided whenever possible. All stipulations included in a ROW grant shall be legally enforceable. Stipulations which refer to materials located in case files or NEPA documents are not considered adequate and this practice shall not be used. All terms and conditions shall be attached to the grant. A well-designed POD with mitigation itemization and incorporation of Best Management Practices greatly reduces the need for other terms and conditions.

1. Guide Stipulations. Stipulations contained in the approved *Guide Stipulations for ROW Administration* (ROW Guide Stipulations) shall be used whenever applicable without revision.

2. Non-Guide Stipulations are formulated for specific situations which are not addressed in the ROW Guide Stipulations. All non-guide stipulations or changes in ROW Guide Stipulations must be approved by the next higher level than the level delegated to authorize the grant.

3. Performance Stipulations. Maximize the use of performance (versus development) stipulations to the greatest extent practical; take every appropriate opportunity to incorporate satisfactory performance stipulations into ROW grants by the use of PODs.

E. Bonds are normally required.

2885 - TERMS AND CONDITIONS

1. General. Bonds are used to cover any losses, damages, or injury to human health, the environment, and property in connection with the use and occupancy of a ROW, including terminating the grant, and to secure all obligations imposed by the grant and applicable laws and regulations.

a. When Bond Coverage is Required - Criteria. A bond will be required when, as a result of the decision making process, the AO determines that one is appropriate. Among others consider:

(1) Applicant History. Does the applicant have a history of noncompliance with grant stipulations? Is there apparent financial stability of the applicant to meet the requirements of the right-of-way grant?

(2) Nature of Project. Consider the amount of foreseeable environmental disturbance the project will cause and the Federal land resources that could potentially be disturbed. Also be alert to projects using novel "field expedient" construction techniques.

(3) Limited and Limited Liability Entities. The establishment papers of these entities must be reviewed as to the ease of the officers and others to eliminate the entity or the maximum limitation of liability. Bonding should be commensurate to the degree that liability would fall to the BLM in any noncompliance or default.

2. What to Bond. Normally, specific stipulations are targeted for bonding as opposed to the entire authorization. The AO should determine in advance those stipulations suitable for bonding.

3. Amount of Bond. The amount of the bond should be determined by estimating the cost to the United States to satisfy every stipulation covered by the bond in the event of noncompliance by the holder. In arriving at this estimation, all costs should be considered including, but not limited to, direct, indirect, administrative, equipment, contacting, monitoring and reclamation costs.

4. Bond and Surety System. Bonds must be entered into the Bond and Surety System. The Bond and Surety System is an automated system (part of LR2000) that contains bond and surety information for branch offices of the BLM. Its purpose is to streamline, accelerate, and facilitate bond actions by making information readily available.

5. Release of Bonds. Once the bond has been accepted, it can be released, canceled, or terminated only pursuant to its own terms. The BLM will not release, terminate, or permit the cancellation of the bond until all obligations have been fulfilled or satisfactory replacement bonds have been accepted.

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2885 - TERMS AND CONDITIONS

6. Reduction in Bond Amount. Where a bond has been obtained to cover a phased operation, the amount of bond may be reduced upon satisfactory completion of a phase.

7. Bond Collection. Prior to initiating efforts to collect on a bond, the compliance process (see Handbook 2806-2) must be completed and documented. The AO should consider a temporary suspension of activities if there is a violation of the grant stipulations which the holder refuses to correct.

.12 Rights Conveyed. The grant conveys only those rights which it expressly describes. It is subject to the valid existing rights of others, including the United States. The rights granted should be for a specific use(s) or purpose(s), for example: construction, operation, maintenance, and termination of a pipeline.

A. Multiple Uses or Facilities. Different uses or facilities serving a single project or applicant/holder should be issued as one grant. The grant should specify the major use or facility “supported by” the other uses/facilities.

For example: a pipeline supported by cathodic protection sites, pumping or control valve sites, and a communication site.

.13 Rights Retained. The United States retains and may exercise any rights the grant does not expressly convey. Among these are BLM’s rights to:

Note: For pre-1973 MLA grants, the rights retained may be very different. The specific authorizing law and regulations must be reviewed for these cases.

A. Entry. A continuing right of access to enter the Federal land covered by the grant at any time; including the right to physically enter any part of a facility with prior notice.

B. Third Party Use. The right to authorize third parties to use the Federal lands within the ROW. Such use(s) shall be compatible with the holder’s use.

C. Resources. Ownership of the resources of the land, including timber and vegetative or mineral materials and any other living or non-living resources.

D. Terms and Conditions. Change the terms and conditions of the grant as a result of changes in legislation, regulation, or as otherwise necessary to protect public health or safety or the environment.

2885 - TERMS AND CONDITIONS

.14 ROW Width. The MLA provides that the width of the ROW shall not exceed 50 feet plus the ground occupied by the pipeline (pipe and related facilities), unless a wider ROW is necessary for Operations and Maintenance (O&M) after construction, or to protect the environment or public safety.

A. O&M Need. The operations and maintenance phase of the POD should be sufficient to indicate the needed width for anticipated normal O&M. A need for extra width must be continual, not sporadic or periodic, to sufficiently support additional width in the ROW grant.

B. Environment or Public Safety issues should arise in the NEPA analysis or similar development and review. The Record of Decision should contain the reasoning when the need is shown for additional width.

C. TUPs should be used in lieu of providing additional width in the ROW grant where the need is not a continuing one.

.15 Rent. ROW rent payments are required and must be paid in advance. The rent is equivalent to the fair market rent value, which the BLM establishes based on sound business management principles.

A. Rent Year. Unless the grant specifies a different period, the first rent year begins on the first of the month following the issuance of the grant and ends at midnight on December 31st of that year. Ensuing years correspond with the calendar year unless the grant terminates before December 31st of the final year. The rent for partial years is prorated based on 12 months.

1. Example: A grant issued in June will have 6 months' (July to December) rent for the first year. If the annual rent is \$100, the rent will be 6/12 (50%) or \$50.

2. Existing Grants with a different rent year will, all else being equal, be converted to the calendar year at the earliest possible time.

3. TUPs are issued for a minimum of 60 days and may be as long as 3 years.

B. Appeal. All rent decisions are subject to appeal.

C. Appraisal Services are obtained through use of ATTRS – see Manual 2806.50.C.

.16 Rent Payment.

2885 - TERMS AND CONDITIONS

A. Billing. When the initial rent is determined, issue a bill for that amount and include it with the offer to issue. Subsequent rents are normally determined and billed as accounts receivable through an automated system.

1. Refunds. Once paid, the rent is not subject to refund except for error.

2. Linear or Areal. The distinction between a linear and an areal ROW designation rests on the principal purpose of the individually serialized grant. A ROW grant is areal if the specifically authorized activity requires the use and occupancy of a site, station, location, tract, etc., as opposed to a route, corridor, or path.

a. Example. The BLM frequently receives applications for facilities such as metering stations along pipelines. These are sometimes included with the original application and/or sometimes requested later, after construction.

(1) Preferably these are authorized as part of, or as an amendment to, the existing grant and the rent is determined as though for a linear ROW. The acreage is included in that of the linear ROW and the rent is determined from the schedule.

(2) If, for any reason, the new facility receives its own separate serial number, the principal purpose of the grant must be considered. A pipeline metering station is to measure the fluid going through the pipe and, while it involves the movement of fluid through the site, the principal activity of that grant is conducted on the site. On the other hand, the pipeline ROW has as its principal purpose the movement of fluid between two points along a route or path. The metering station, if serialized separately, is an areal ROW; therefore, the rent is determined by appraisal (see 2806.50 for details on appraisals). The pipeline is a linear ROW; the rent is, therefore, determined by the linear schedule (see .19).

B. Payment.

1. Initial payment must be made before the BLM will issue the ROW grant.

2. Subsequent Payments.

a. Payment Due Date. Unless the existing grant provides otherwise and has not been converted to the calendar year, all subsequent payments are due on January 1 of the first year of the succeeding rent period.

b. Linear ROW Grants. Payments for all linear grants are made in accordance with the plan given in .21 below, regardless of whether the annual rent is determined by the schedule or by other means.

2885 - TERMS AND CONDITIONS

c. Areal or Site ROW Grants. Payments for all areal or site grants are made annually.

.17 Late or Non-Payment of Rent. Rent is late if it is not received within 15 calendar days after the due date.

A. A Late Payment Fee of \$25.00 or 10% of the owed rent, whichever is greater, is charged for late payments. The fee may not exceed \$500.00 per authorization.

1. The late fee is automatically added through the CBS program and the holder notified.

2. The late payment fee is deposited to the '5102 LATE' account.

B. Other Administrative Fees. If the rent payment, including the late fee, is not received within 30 calendar days of the date due, other administrative fees will be charged.

1. The AO determines the amount of the administrative late fee and reports this to CBS where it is included as part of the 30, 45, and 60 day demand letters sent to the holder.

C. Suspension. If the rent remains unpaid for 90 days, a Notice of Suspension requiring the cessation of all activity on the ROW may be issued.

D. Grant Termination. If the rent still has not been paid:

1. No later than the 120th day following the rent due date, the AO shall issue an appealable decision terminating the grant.

2. Advise the holder that facilities or equipment on the ROW may not be operated, removed or sold without written permission from the AO.

3. Any bond surety shall be notified of the termination decision and that the bond is attached for necessary termination restoration.

E. Debt. Regardless of the termination of the grant, the rent and associated fees remain a debt due the United States. This debt is reported to NBC for appropriate action.

F. Subsequent Payment does not automatically re-instate the grant. The prior holder will be required to file a new ROW application.

.17G

2885 - TERMS AND CONDITIONS

G. Waiver of Late Payment Fee.

1. The AO may waive the late payment fee when (use Late Payment Fee Waiver Form – Illustration 5):

a. The bill was not mailed to the holder in a timely manner. Generally bills mailed after December 1 would not be considered mailed in a timely manner for payments due January 1.

b. Payment was not receipted timely, i.e., placed in a safe for processing the next day.

c. Collection error occurred – failure to properly endorse, payment applied incorrectly, etc.

d. Other reasons acceptable to the AO.

2. The waiver request is submitted to the AO for approval or disapproval.

3. If approved, the request is submitted to CBS with a copy to the BLM requestor for filing in the appropriate case files.

4. If disapproved, the request is returned to the BLM requestor for filing in the appropriate case file, and for providing notice to the holder.

.18 Using Estimated Rents. Estimated rents are only used where the rent is to be determined by appraisal or a method other than a rent schedule.

A. Consultation. Before setting an estimated rent you should consult with the Departmental Appraisal Staff or other entity that will be making the actual rent determination.

B. Urgency. Unless the applicant expresses urgency in issuing the grant, estimated rents will normally not be used when actual rent is expected to be determined within 60 days.

C. Actual rent must be obtained within the first year of the grant.

D. Overage. Where the estimated rent is greater than the actual rent, the overage is to be refunded to the holder.

2885 - TERMS AND CONDITIONS

.19 Linear ROWs. ROW grants that are linear in character are covered by the linear rent schedule. This schedule is updated every calendar year based on an index.

Note: The linear schedule does not apply to Alaska.

The schedule consists of 8 value or price zones with \$-per-acre rents for two categories of ROW uses. Except for two counties in northwest Arizona, the county is the smallest unit within a zone.

A. Exceptions to the Rent Schedule. If the rent determined by comparable commercial practices, or an appraisal would be 10 or more times the rent from the schedule, use an alternative means to compute the rent.

1. High Value Areas within the State(s) should be identified by State Directors and provided to the appraiser. These are areas most likely to meet these exception criteria. Early identification helps not only BLM employees, but prospective applicants/holders as well.

2. Unit Pricing. Areas where sound business practices indicate the ROW market uses unit pricing, dollars per rod for example, should also be identified.

3. Other. There will be few areas not covered in 1. or 2. that would qualify for an exemption.

B. Removal from the Schedule. Once rent is determined by the schedule, alternative methods may only be used when:

1. The State Director determines that an alternative method would produce a rent in excess of ten times the rent from the schedule, or

2. An Amendment is filed, in which case it is treated as a new filing.

.20 Calculation of Rent. Annual rent is determined by calculating the acreage of the ROW in each price zone and multiplying that acreage by the \$-per-acre figure for the appropriate ROW use. Totaling the results for each price zone provides the annual rent for the ROW.

A. Acreage includes all areas within the ROW grant. For oil and/or gas pipelines, it also includes the acreage in any ancillary pumping stations, metering stations, etc., in the grant.

.20B

2885 - TERMS AND CONDITIONS

B. ROW use is one of two categories. Roads, major ditches, pipelines, etc., which have a high impact on the surface of the land are in one use category. Pole lines, minor ditches, etc., which have less impact on the surface of the land are in the other use category.

C. Illustrations 6, Sample Linear Rent Schedule by State and County and 7, Sample Linear Rent Schedule Zone Work Sheet may be used in calculating rent. Since the schedule changes each calendar year, the proper worksheets must be used.

.21 Rent Payment Periods vary from a portion of a year for temporary use permits to annual, periodic, or term of grant for all other linear ROW grants. (See Illustration 2885-8 Linear Rent Payment Options.)

A. One Time. Holders have the option to pay a one time, non-refundable, rent for the entire term, or remaining term, of the ROW grant. For TUPs the holder must pay for the entire term.

1. 30-Year Term Rent is determined by multiplying a full year's annual rent (regardless if annual rent is from the linear rent schedule or determined by other means) by 30 years.

2. Existing Perpetual Term Grants. Perpetual term grants issued prior to November 16, 1973, which are subject to annual or periodic rent, fall under this "one time" payment option. At the earliest appropriate time, the holder should be billed for a "one time" annual rent times 100. If the holder is an "individual", see B. below.

B. Balance of Term. The applicant/holder may elect to make a one-time payment for the balance of the grant term.

1. Except as provided in paragraph 2., below, the election to make a one-time payment may be made any time during the term of the grant.

2. If the rent has already been paid for a multi-year term, the election to make a one-time payment may be effected only at the start of the next multi-term period.

3. Rent is determined by multiplying the annual rent times the number of years remaining in the grant term.

C. Individuals have the option of making a one-time payment or

1. Rent \$100.00 or less. Rent is determined on the default basis of 10-year intervals. That is, annual rent times 10 years.

2885 - TERMS AND CONDITIONS

2. Rent over \$100.00. Rent is determined on an annual basis or any multi-year term chosen by the holder.

D. Others that do not choose the one-time option have the rent determined on the default basis of 10-year intervals.

.22 Communication Sites ancillary to a linear grant issued under the MLA will be determined in accordance with 2885.19 above.

.23 Monitoring.

A. Cost Recovery. The costs the Federal government incurs in monitoring the construction, operation, maintenance, and termination of the project and protection and rehabilitation of the Federal lands the grant covers, are recovered as monitoring fees.

Note. Monitoring categories may be changed or fees may be charged for ROW amendments, assignments and renewals if the terms and conditions are changed from those of the original grant.

1. Categories 1-4. Payments for monitoring grants in categories 1 through 4 consist entirely of a one time nonrefundable fee in accordance with the schedule (see Illustration 3).

2. Category 5. Monitoring costs are determined in accordance with the MA.

3. Category 6. Monitoring costs are determined:

a. Existing Agreement. If both the processing and monitoring categories are category 6, then the monitoring fee payments are in accord with the cost recovery agreement in place.

b. New Determination. If the processing category was category 1-4 and the monitoring decision is category 6, then the monitoring fee is based on a BLM scoping and/or a cost recovery agreement.

4. Determination of Category. The AO will estimate the appropriate monitoring category and include this estimation in the offer-to-issue letter (see .10 above). Final determination of the monitoring category will occur in the decision issuing the grant. The fees for categories 1 through 4 are adjusted annually; be sure the proper schedule is used (see Illustration 4).

.23A4a

2885 - TERMS AND CONDITIONS

a. Construction and Initial Operations Phase. Estimate the number of hours needed to monitor the construction and initial operation of ROW facilities. This may be sufficient for those applications processed as Category 1-4.

b. Continual Monitoring may be required for archaeological, cultural, revegetation and stabilization, or T&E species conditions to be placed in the ROW grant.

c. Major Maintenance or Adjustments. Is the facility of a type that one could expect to have to monitor major maintenance (replacement of underground pipe for example) or adjustments?

d. Terminations of Grant. Is the facility such that you can expect to monitor the shutdown, removal of improvements and restoration of the land?

e. Category 6. Monitoring Costs are determined by:

(1) Existing Agreement. If both the processing and monitoring categories are category 6, then the monitoring fee payments are in accord with the cost recovery agreement in place.

(2) New Determination. If the processing category was category 1-4 and the monitoring decision is category 6, then the monitoring fee is based on a BLM negotiated cost recovery agreement.

5. Advance Payment. No grant shall be issued until the appropriate fee has been paid.

6. Appeals.

a. Categories 1-4. If the BLM determined fee has been paid the grant may be issued. The fee will be changed or modified and earned based on the final decision on the appeal.

b. Category 5. Signed MAs are not appealable.

c. Category 6. The grant will not be issued pending a final decision on the appeal.

2885 - TERMS AND CONDITIONS

B. Monitoring Principles. If not specified in the grant, the holder may begin activities, immediately and without further communication from BLM, upon the authorized officer's signature of the grant. The AO's need to assure readiness for monitoring activities prior to issuing the grant and include such things as:

1. Manner. The AO, or authorized representative, will make every possible effort to develop effective and candid communication with each holder and maintain conduct in an ethical, courteous, and professional manner in all compliance activities.

2. Consultation and coordination with the holder, or authorized representative is essential in order to discuss specific requirements, the status of ongoing work, and/or problems and issues involving compliance.

Illustration 1

2885 - TERMS AND CONDITIONS

Grant of Right-of-Way Form 2880-14

[To be revised as discussed]

2885 - TERMS AND CONDITIONS

Notice to Proceed Form 2800-15

Illustration 3

2885 - TERMS AND CONDITIONS

Sample - Monitoring Fee Schedule

Calendar Year 2007 Cost Recovery Processing and Monitoring Fee Schedule for FLPMA and MLA Rights-of-Way Actions

Processing and Monitoring Category	Federal Work Hours Involved	Processing and Monitoring fee per application as of January 1, 2007. To be adjusted annually for changes in the IPD-GDP.
1. Applications for new grants, assignments, renewals, and amendments to existing grants.	Estimated Federal work hours are $>1 \leq 8$.	\$104
2. Applications for new grants, assignments, renewals, and amendments to existing grants.	Estimated Federal work hours are $> 8 \leq 24$.	\$368
3. Applications for new grants, assignments, renewals, and amendments to existing grants.	Estimated Federal work hours are $> 24 \leq 36$.	\$691
4. Applications for new grants, assignments, renewals, and amendments to existing grants.	Estimated Federal work hours are $> 36 \leq 50$.	\$990
5. Master agreements.	Varies.	As specified in the agreement.
6. Applications for new grants, assignments, renewals, and amendments to existing grants.	Estimated Federal work hours are > 50 .	Full reasonable costs (FLPMA) Full actual costs (MLA)

2885 - TERMS AND CONDITIONS

Sample – Cost Recovery Category Determination Record

ROW Processing or Monitoring Fee Category Determination Record For FLPMA and MLA Rights-of-Way	
Application Serial Number: _____ Applicant: _____ Address: _____ _____ Agent: _____ Address: _____ _____ Application For: _____ Location: _____	
Pre-Application Meeting Held: ___ No ___ Yes _____(date) Land Use Plan Conformance? ___ No ___ Yes	
Estimated Processing or Monitoring Requirements: Type of ROW: ___ FLPMA ___ MLA NEPA Action Required: ___ EIS ___ EA ___ DNA ___ CE/CX	
Personnel Needed for Processing or Monitoring	Estimated <input type="checkbox"/> Proc. or <input type="checkbox"/> Mon. Hours
Realty Specialist/Land Law Examiner	_____
Cultural/Paleontological Resources	_____
T&E Species	_____
Wildlife/Fisheries	_____
Air/Water/Soils	_____
Recreation/Visual	_____
Range	_____
Fluids/Minerals	_____
Administration/Contracting	_____
Manager	_____
Other _____	_____
Other _____	_____
TOTAL HOURS	_____
The appropriate <input type="checkbox"/> Processing or <input type="checkbox"/> Monitoring Category for this application is Category _____. The Processing or Monitoring fee for this Category is \$_____. Processing fees for Categories 1-4 are non-refundable. See enclosed table for Category definitions and Fee Schedule.	
Prepared By: _____	_____
Realty Specialist	Date
Approved By: _____	_____
Authorized Officer	Date

Attach current Cost Recovery Fee Schedule and Appeal Information

Illustration 5

2885 - TERMS AND CONDITIONS

Late Payment Fee Waiver Form

Bureau of Land Management
LATE PAYMENT FEE WAIVER for 28XX and 2920 Rentals

Instructions:

1. Requester must complete all Waiver Information fields.
2. Waiver actions must be approved by the authorized officer or designated acting and emailed* to NBC at blm_cbs_waivelatefee@blm.gov
3. If the waiver is not approved, the authorized officer or designated acting will email the form back to the requester.
4. Place a copy of the waiver and email transmittal in all appropriate files.

Requester:	
WAIVER INFORMATION	
Office Name: Boise District	Office Code: ID100
Requester Name: Loris Schmit	Phone Number: 208-384-3478
Title: Land Law Examiner	Request Date: 1/10/2006
CBS Bill Number: 2005xxx	
Resources System Bill Number: LXXXXX	
Original Bill Amount: \$ 150.00	Late Fee Amount: \$ 25.00
REASONS FOR WAIVER (Check appropriate box or enter explanation in "Other")	
<input checked="" type="checkbox"/>	Bill not mailed to customer in timely manner
<input type="checkbox"/>	Payment not receipted timely
<input type="checkbox"/>	Collection error (payment applied incorrectly, payment misplaced, etc.)
Other:	
AUTHORIZED OFFICER INFORMATION ONLY:	
<input checked="" type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
Reason for Not Approving:	
Authorized Officer Name and Title: Jossey Doe, West Creek FO Manager	
Date: 01/10/06	
* Emailing the waiver to NBC constitutes approval by the Authorized Officer.	

Business Rules:

- The requester can be a manager, lands person or collections personnel.
- The Authorized Officer (AO) must be the BLM official or designated acting who has been delegated the authority to make decisions related to authorization of land activities.
- The State Director is the BLM official authorized to waive rent, associated late fees and penalties due to hardship (under 2806.15c). Prior to requesting the waiver of late fees when a hardship request has been received from the holder, the BLM field office lands staff must contact WO350 for specific guidance relative to that case.

2885 - TERMS AND CONDITIONS

Sample – CY 2007 Linear ROW Rent Schedule by State and County

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines	<u>(RENT/ACRE/YR)</u> Electric & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
ALABAMA	ALL COUNTIES	\$33.39	\$29.20
ARKANSAS	ALL COUNTIES	\$25.00	\$21.90
ARIZONA	APACHE	\$ 8.32	\$ 7.28
	COCHISE		
	GILA		
	GRAHAM		
	LA PAZ		
	MOHAVE		
	NAVAJO		
	PIMA		
	YAVAPAI		
	YUMA		
	COCONINO		
	(NORTH OF COLORADO R.)		
	COCONINO		
	(SOUTH OF COLORADO R.)	\$33.39	\$29.20
	GREENLEE		
	MARICOPA		
	PINAL		
	SANTA CRUZ		
CALIFORNIA	IMPERIAL	\$16.71	\$14.60
	INYO		
	LASSEN		
	MODOC		
	RIVERSIDE		
	SAN BERNARDINO		
	SISKIYOU	\$25.00	\$21.90
	ALAMEDA	\$41.70	\$36.49
	ALPINE		
	AMADOR		
	BUTTE		
	CALAVERAS		
	COLUSA		
	CONTRA COSTA		
	DEL NORTE		
	EL DORADO		
	FRESNO		
	GLENN		
	HUMBOLDT		

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-energy Pipelines, Other Linear ROWs			
CALIFORNIA (Cont'd)	KERN	\$41.70	\$36.49			
	KINGS					
	LAKE					
	MADERA					
	MARIPOSA					
	MENDICINO					
	MERCED					
	MONO					
	NAPA					
	NEVADA					
	PLACER					
	PLUMAS					
	SACRAMENTO					
	SAN BENITO					
	SAN JOAQUIN					
	SANTA CLARA					
	SHASTA					
	SIERRA					
	SOLANO					
	SONOMA					
	STANISLAUS					
	SUTTER					
	TEHAMA					
	TRINITY					
	TULARE KINGS					
	TUOLUMNE					
	YOLO					
	YUBA					
	COLORADO			LOS ANGELES	\$ 8.32	\$ 7.28
				MARIN		
				MONTEREY		
				ORANGE		
SAN DIEGO						
SAN FRANCISCO						
SAN LUIS OBISPO						
SAN MATEO						
SANTA BARBARA						
SANTA CRUZ						
VENTURA						
ADAMS						
ARAPAHOE						
BENT						
CHEYENNE						
CROWLEY						
ELBERT						
EL PASO						
HUERFANO						
KIOWA						
KIT CARSON						

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
COLORADO (Cont'd)	LINCOLN	\$ 8.32	\$ 7.28
	LOGAN		
	MOFFAT		
	MONTEZUMA		
	MORGAN		
	PHILLIPS		
	PUEBLO		
	SEDGEWICK		
	WASHINGTON		
	WELD		
	YUMA		
	BACA	\$16.71	\$14.60
	BROOMFIELD*		
	DOLORES		
	GARFIELD		
	LAS ANIMAS		
	MESA		
	MONTROSE		
	OTERO		
	PROWERS		
	RIO BLANCO		
	ROUTT		
	SAN MIGUEL		
	ALAMOSA	\$33.39	\$29.20
	ARCHULETA		
	BOULDER		
	CHAFFEE		
	CLEAR CREEK		
	CONEJOS		
	COSTILLA		
	CUSTER		
	DENVER		
	DELTA		
	DOUGLAS		
EAGLE			
FREMONT			
GILPIN			
GRAND			
GUNNISON			
HINSDALE			
JACKSON			
JEFFERSON			
LAKE			
LA PLATA			
LARIMER			
MINERAL			
OURAY			
PARK			
PITKIN			
RIO GRANDE			
SAGUACHE			

*Note: Broomfield County created Nov. 2001 from parts of Adams, Boulder, Jefferson, and Weld Counties.

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
COLORADO (Cont'd)	SAN JUAN	\$33.39	\$29.20
	SUMMIT		
	TELLER		
CONNECTICUT	ALL COUNTIES	\$ 8.32	\$ 7.28
DELEWARE	ALL COUNTIES	\$ 8.32	\$ 7.28
FLORIDA	BAKER	\$50.03	\$43.81
	BAY		
	BRADFORD		
	CALHOUN		
	CLAY		
	COLUMBIA		
	DIXIE		
	DUVAL		
	ESCAMBIA		
	FRANKLIN		
	GADSDEN		
	GILCHRIST		
	GULF		
	HAMILTON		
	HOLMES		
	JACKSON		
	JEFFERSON		
	LAFAYETTE		
	LEON		
	LIBERTY		
	MADISON		
	NASSAU		
	OKALOOSA		
	SANTA ROSA		
	SUWANNEE		
	TAYLOR		
	UNION		
WAKULLA			
WALTON			
WASHINGTON			
	ALL OTHER COUNTIES	\$83.40	\$72.97
GEORGIA	ALL COUNTIES	\$50.03	\$43.81
IDAHO	CASSIA	\$ 8.32	\$ 7.28
	GOODING		
	JEROME		
	LINCOLN		
	MINIDOKA		
	ONEIDA		
	OWYHEE		
	POWER		
TWIN FALLS			

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
IDAHO (Cond't)	ADA	\$25.00	\$21.90
	ADAMS		
	BANNOCK		
	BEAR LAKE		
	BENEWAH		
	BINGHAM		
	BLAINE		
	BOISE		
	BONNER		
	BONNEVILLE		
	BOUNDARY		
	BUTTE		
	CAMAS		
	CANYON		
	CARIBOU		
	CLARK		
	CLEARWATER		
	CUSTER		
	ELMORE		
	FRANKLIN		
	FREMONT		
	GEM		
	IDAHO		
	JEFFERSON		
	KOOTENAI		
	LATAH		
	LEMHI		
	LEWIS		
MADISON			
NEZ PERCE			
PAYETTE			
SHOSHONE			
TETON			
VALLEY			
WASHINGTON			
ILLINOIS	ALL COUNTIES	\$25.00	\$21.90
INDIANA	ALL COUNTIES	\$41.70	\$36.49
IOWA	ALL COUNTIES	\$25.00	\$21.90
KANSAS	MORTON	\$16.71	\$14.60
	ALL OTHER COUNTIES	\$ 8.32	\$ 7.28
KENTUCKY	ALL COUNTIES	\$25.00	\$21.90
LOUISIANA	ALL COUNTIES	\$50.03	\$43.81
MAINE	ALL COUNTIES	\$25.00	\$21.90

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
MARYLAND	ALL COUNTIES	\$ 8.32	\$ 7.28
MASSACHUSETTS	ALL COUNTIES	\$ 8.32	\$ 7.28
MICHIGAN	ALGER BARAGA CHIPPEWA DELTA DICKINSON GOGEBIC HOUGHTON IRON KEWEENAW LUCE MACKING MARQUETTE MENOMINEE ONTONAGON SCHOOLCRAFT	\$25.00	\$21.90
	ALL OTHER COUNTIES	\$33.39	\$29.20
MINNESOTA	ALL COUNTIES	\$25.00	\$21.90
MISSISSIPPI	ALL COUNTIES	\$33.39	\$29.20
MISSOURI	ALL COUNTIES	\$25.00	\$21.90
MONTANA	BIG HORN BLAINE CARTER CASCADE CHOUTEAU CUSTER DANIELS DAWSON FALLON FERGUS GARFIELD GLACIER GOLDEN VALLEY HILL JUDITH BASIN LIBERTY MCCONE MEAGHER MUSSELSHELL PETROLEUM PHILLIPS PONDERA POWDER RIVER PRAIRIE RICHLAND ROOSEVELT ROSEBUD	\$ 8.32	\$ 7.28

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
MONTANA (Cont'd)	SHERIDAN	\$ 8.32	\$ 7.28
	TETON		
	TOOLE		
	TREASURE		
	VALLEY		
	WHEATLAND		
	WIBAUX		
	YELLOWSTONE		
	BEAVERHEAD	\$25.00	\$21.90
	BROADWATER		
	CARBON		
	DEER LODGE		
	FLATHEAD		
	GALLATIN		
	GRANITE		
	JEFFERSON		
LAKE			
LEWIS & CLARK			
LINCOLN			
MADISON			
MINERAL			
MISSOULA			
PARK			
POWELL			
RAVALLI			
SANDERS			
SILVER BOW			
STILLWATER			
SWEET GRASS			
NEBRASKA	ALL COUNTIES	\$ 8.32	\$ 7.28
NEVADA	CHURCHILL	\$ 4.17	\$ 3.65
	CLARK		
	ELKO		
	ESMERALDA		
	EUREKA		
	HUMBOLDT		
	LANDER		
	LINCOLN		
	LYON		
	MINERAL		
	NYE		
	PERSHING		
	WASHOE		
	WHITE PINE		
CARSON CITY	\$41.70	\$36.49	
DOUGLAS			
STORY			

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs
NEW HAMPSHIRE	ALL COUNTIES	\$25.00	\$21.90
NEW JERSEY	ALL COUNTIES	\$ 8.32	\$ 7.28
NEW MEXICO	CHAVES	\$ 8.32	\$ 7.28
	CURRY		
	DE BACA		
	DONA ANA		
	EDDY		
	GRANT		
	GUADALUPE		
	HARDING		
	HIDALGO		
	LEA		
	LUNA		
	MCKINLEY		
	OTERO		
	QUAY		
	ROOSEVELT		
	SAN JUAN		
	SOCORRO		
	TORRENCE		
	RIO ARRIBA	\$16.71	\$14.60
	SANDOUAL		
	UNION		
	BERNALILLO	\$33.39	\$29.20
	CATRON		
	CIBOLA		
	COLFAX		
	LINCOLN		
	LOS ALAMOS		
	MORA		
	SAN MIGUEL		
	SANTA FE		
	SIERRA		
	TAOS		
	VALENCIA		
NEW YORK	ALL COUNTIES	\$33.39	\$29.20
NORTH CAROLINA	ALL COUNTIES	\$50.03	\$43.81
NORTH DAKOTA	ALL COUNTIES	\$ 8.32	\$ 7.28
OHIO	ALL COUNTIES	\$33.39	\$29.20
OKLAHOMA	BEAVER	\$16.71	\$14.60
	CIMARRON		
	ROGER MILLS		
	TEXAS		

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs	
OKLAHOMA (Cont'd)	LE FLORE MC CURTAIN	\$25.00	\$21.90	
	ALL OTHER COUNTIES	\$ 8.32	\$ 7.28	
OREGON	HARNEY LAKE MALHEUR	\$ 8.32	\$ 7.28	
	BAKER CROOK DESCHUTES GILLIAM GRANT JEFFERSON KLAMATH MORROW SHERMAN UMATILLA UNION WALLOWA WASCO WHEELER	\$16.71	\$14.60	
	COOS CURRY DOUGLAS JACKSON JOSEPHINE	\$25.00	\$21.90	
	BENTON CLACKAMAS CLATSOP COLUMBIA HOOD RIVER LANE LINCOLN LINN MARION MULTNOMAH POLK TILLAMOOK WASHINGTON YAMHILL	\$33.39	\$29.20	
	PENNSYLVANIA	ALL COUNTIES	\$33.39	\$29.20
	PUERTO RICO	ALL	\$50.03	\$43.81
	RHODE ISLAND	ALL COUNTIES	\$ 8.32	\$ 7.28
	SOUTH CAROLINA	ALL COUNTIES	\$50.03	\$43.81
	SOUTH DAKOTA	BUTTE CUSTER FALL RIVER LAWRENCE	\$25.00	\$21.90

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.</u>	<u>Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs</u>	
		<u>(RENT/ACRE/YR)</u>	<u>(RENT/ACRE/YR)</u>	
S. DAKOTA (Cont'd)	MEAD	\$25.00	\$21.90	
	PENNINGTON			
	ALL OTHER COUNTIES	\$ 8.32	\$ 7.28	
TENNESSEE	ALL COUNTIES	\$33.39	\$29.20	
TEXAS	CULBERSON	\$ 8.32	\$ 7.28	
	EL PASO			
	HUDSPETH			
	ALL OTHER COUNTIES	\$50.03	\$43.81	
UTAH	BEAVER	\$ 8.32	\$ 7.28	
	BOX ELDER			
	CARBON			
	DUCHESNE			
	EMERY			
	GARFIELD			
	GRAND			
	IRON			
	JUAB			
	KANE			
	MILLARD			
	SAN JUAN			
	TOOELE			
	UINTAH			
	WAYNE			
		WASHINGTON	\$16.71	\$14.60
		CACHE	\$25.00	\$21.90
		DAGGETT		
		DAVIS		
		MORGAN		
		PIUTE		
	RICH			
	SALT LAKE			
	SANPETE			
	SEVIER			
	SUMMIT			
	UTAH			
	WASATCH			
	WEBER			
VERMONT	ALL COUNTIES	\$33.39	\$29.20	
VIRGINIA	ALL COUNTIES	\$33.39	\$29.20	

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u> Roads, Ditches & Canals, Oil & Gas; Other Energy Pipelines.	<u>(RENT/ACRE/YR)</u> Electric. & Tele. Lines, Non-Energy Pipelines, Other Linear ROWs		
WASHINGTON	ADAMS	\$16.71	\$14.60		
	ASOTIN				
	BENTON				
	CHELAN				
	COLUMBIA				
	DOUGLAS				
	FRANKLIN				
	GARFIELD				
	GRANT				
	KITTITAS				
	KLICKITAT				
	LINCOLN				
	OKANOGAN				
	SPOKANE				
	WALLA WALLA				
	WHITMAN				
	YAKIMA				
	FERRY			\$25.00	\$21.90
	PEND OREILLE				
	STEVENS				
	CLALLAM			\$33.39	\$29.20
	CLARK				
	COWLITZ				
	GRAYS HARBOR				
	ISLAND				
	JEFFERSON				
	KING				
	KITSAP				
	LEWIS				
	MASON				
	PACIFIC				
	PIERCE				
SAN JUAN					
SKAGIT					
SKAMANIA					
SNOHOMISH					
THURSTON					
WAHKIAKUM					
WHATCOM					
WEST VIRGINIA	ALL COUNTIES	\$33.39	\$29.20		
WISCONSIN	ALL COUNTIES	\$25.00	\$21.90		
WYOMING	ALBANY	\$ 8.32	\$ 7.28		
	CAMPBELL				
	CARBON				
	CONVERSE				
	GOSHEN				
	HOT SPRINGS				

2885 - TERMS AND CONDITIONS

<u>STATE</u>	<u>COUNTY</u>	<u>(RENT/ACRE/YR)</u>	<u>(RENT/ACRE/YR)</u>		
WYOMING (Cont'd)	JOHNSON	\$ 8.32	\$ 7.28		
	LARAMIE				
	LINCOLN				
	NATRONA				
	NIOBRARA				
	PLATTE				
	SHERIDAN				
	SWEETWATER				
	FREMONT				
	SUBLETTE				
	UINTA				
	WASHAKIE				
	BIG HORN			\$25.00	\$21.90
	CROOK				
PARK					
TETON					
WESTON					

Roads, Ditches & Canals,
Oil & Gas; Other Energy
Pipelines.

Electric, & Tele.
Lines, Non-Energy
Pipelines, Other
Linear ROWs

2885 - TERMS AND CONDITIONS

Sample Linear Rent Schedule Zone Work Sheet

Determining CY 2007 1/ Rent
Under Rental Schedule

All Roads, Ditches and Canals, Oil, Gas; Other Energy Pipelines.

**USE FOR CALENDAR
YEAR 2007 ONLY 1/**

Serial No. _____
Date of
Determination _____
Employee _____

Determine the 2007 (12 months) rent for the ROW by multiplying the number of acres in each appropriate zone by the rental rate for that zone. All rental calculations are rounded to the nearest cent as follows: \$97.164 is equal to \$97.16; \$97.165 is equal to \$97.17.

Zone 1	acres X \$ 4.17 = \$.
Zone 2	acres X \$ 8.32 = \$.
Zone 3	acres X \$ 16.71 = \$.
Zone 4	acres X \$ 25.00 = \$.
Zone 5	acres X \$ 33.39 = \$.
Zone 6	acres X \$ 41.70 = \$.
Zone 7	acres X \$ 50.03 = \$.
Zone 8	acres X \$ 83.40 = \$.
12 month total	\$ _____
Times part year factor <u>2/</u>	
Total for part year	\$ _____

1/ May also be used for CY 2008 rent (or length of remaining rental term period) when the CY 2007 rent starts prior to receipt of the updated schedule for CY 2008. Upon receipt of the updated schedule, use the current schedule for the remainder of the current year, and use the updated schedule for the following year(s).

2/ Part year factors are:

12 months 1.0000	9 months 0.7500	6 months 0.5000	3 months 0.2500
11 months 0.9167	8 months 0.6667	5 months 0.4167	2 months 0.1667
10 months 0.8333	7 months 0.5833	4 months 0.3333	1 month 0.0833

2885 - TERMS AND CONDITIONS

Sample Linear Rent Schedule Zone Work Sheet

Determining CY 2007 1/ Rent
Under Rental Schedule

Electric Lines, Telephone Lines, Non-Energy Pipelines and other Linear ROW

**USE FOR CALENDAR
YEAR 2007 ONLY 1/**

Serial No. _____
Date of
Determination _____
Employee _____

Determine the 2007 (12 months) rent for the ROW by multiplying the number of acres in each appropriate zone by the rental rate for that zone. All rental calculations are rounded to the nearest cent as follows: \$97.164 is equal to \$97.16; \$97.165 is equal to \$97.17

Zone 1	acres X \$ 3.65 = \$.
Zone 2	acres X \$ 7.28 = \$.
Zone 3	acres X \$ 14.60 = \$.
Zone 4	acres X \$ 21.90 = \$.
Zone 5	acres X \$ 29.20 = \$.
Zone 6	acres X \$ 36.49 = \$.
Zone 7	acres X \$ 43.81 = \$.
Zone 8	acres X \$ 72.97 = \$.
12 month total	\$ _____
Times part year factor <u>2/</u>	
Total for part year	\$ _____

1/ May also be used for CY 2008 rent (or length of remaining rental term period) when the CY 2007 rent starts prior to receipt of the updated schedule for CY 2008. Upon receipt of the updated schedule, use the current schedule for the remainder of the current year, and use the updated schedule for the following year(s).

2/ Part year factors are:

12 months 1.0000	9 months 0.7500	6 months 0.5000	3 months 0.2500
11 months 0.9167	8 months 0.6667	5 months 0.4167	2 months 0.1667
10 months 0.8333	7 months 0.5833	4 months 0.3333	1 month 0.0833

2885 - TERMS AND CONDITIONS

Linear Rent Payment Options

**RENT PAYMENT OPTIONS
LINEAR RIGHTS-OF-WAY**

