

Auth ID: **SPT628**  
Contact ID: **BCG, CLUB**  
Expiration Date: **12/31/2032**  
Use Code: **753**

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

PRIVATE ROAD SPECIAL USE PERMIT

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

**BUFFALO CREEK GUN CLUB, INC., PO BOX 16280, GOLDEN, CO 80402** (hereafter called the Holder) is hereby authorized to use National Forest lands for the construction, reconstruction, maintenance, and use of a road within the Pike National Forest for the following purposes:

**Use and maintenance of a road and gate to a target range. Maintenance shall be performed in accordance with the Road Maintenance Standards attached hereto as Exhibit B and made a part hereof. This does not include authorization to plow snow. Gate at intersection with NFSR 550.**

The lands covered by this permit are located in the County of **Jefferson**, State of **Colorado** and are described as follows:

**Section 17 and 20, T. 8 S., R. 71 W., 6th Principal Meridian**

This permit covers a right-of-way **1.26 miles** in length, **20 feet** in width, containing approximately **3.05 acres**, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto as **Exhibit A** and made a part hereof.

**This permit is made subject to the following terms, provisions, and conditions:**

1. This permit is subject to all existing easements and valid rights existing on this date.
2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.
3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.
4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.
6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.
7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at **\$303.90** for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of **Three-Hundred Three and 90/100; \$303.90** adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.
8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

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 Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service 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 United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the holder, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated

16. Unless sooner terminated in accordance with the provisions of the permit, or revoked by the Authorizing Officer, this permit shall expire and terminate on 12/31/2032. The permit shall not be reissued.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. 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.

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

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

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

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

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

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

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. 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.

23. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

24. Assignability. This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. 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.

26. Termination for Nonpayment (R2-A102). This authorization shall automatically terminate without the necessity of prior notice when land use-fees are 90 calendar days from the due date in arrears.

27. Superseded Permit (X-18). This permit supersedes a special use permit designated: **SPT88, issued to Buffalo Creek Gun Club, dated 5/27/2003.**

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

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

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

Date: \_\_\_\_\_

**BUFFALO CREEK GUN CLUB, INC.**

(CORPORATE SEAL)

By: \_\_\_\_\_  
GAVIN WEEKLEY  
President

ATTEST: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Assistant) Secretary

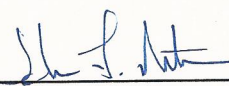
The following certificate shall be executed by the secretary or assistant secretary of the corporation:

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

(CORPORATE SEAL)

\_\_\_\_\_  
(Assistant Secretary)

**U. S. DEPARTMENT OF AGRICULTURE  
Forest Service**

By:  \_\_\_\_\_  
for JERRI MARR  
Forest Supervisor  
Pike and San Isabel National Forests  
Cimarron and Comanche National Grasslands

Date: Sept 9, 2013

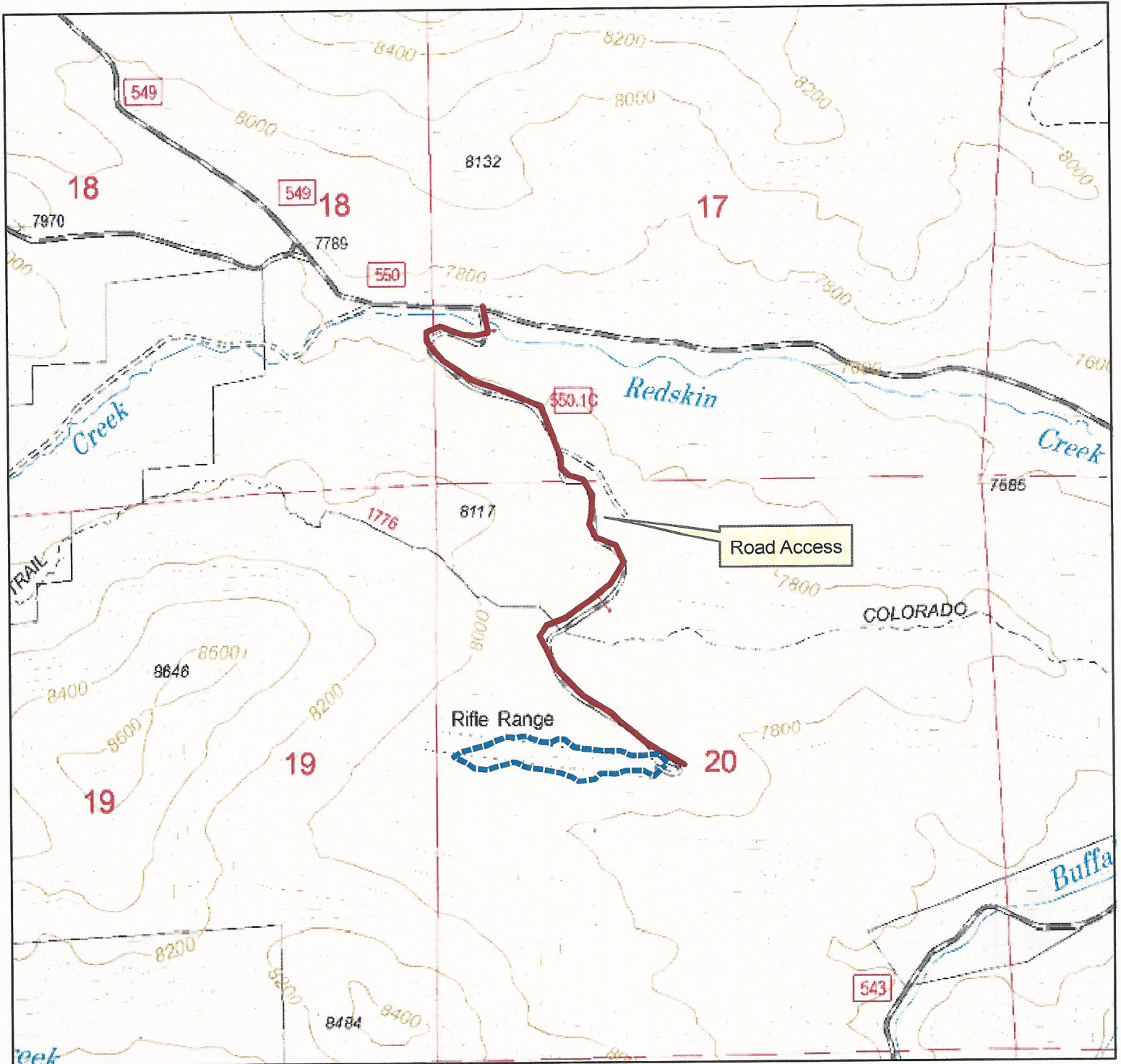
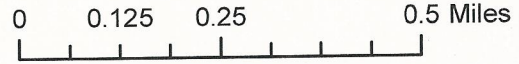
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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

Exhibit A - SPT628 Buffalo Creek Gun Club  
 Road Access  
 Pike National Forest  
 South Platte Ranger District  
 Douglas County, CO  
 T8S, R71W, Sec(s) 17, 20  
 Revised 2013



Disclaimer: The Forest Service uses the most current and complete data it has available. GIS data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, have represented features not in accurate geographic locations, etc. The Forest Service makes no expressed or implied warranty, including warranty of merchantability and fitness, with respect to the character, function, or capabilities of the data or their appropriateness for any user's purposes. The Forest Service reserves the right to correct, update, modify, or replace this geospatial information based on new inventories, new or revised information, and if necessary in conjunction with other federal, state or local public agencies or the public in general as required by policy or regulation. Previous recipients of the products may not be notified unless required by policy or regulation. For more information, contact the Pike and San Isabel National Forests/Cimarron and Comanche National Grasslands Supervisor's Office (2840 Kachina Dr., Pueblo, CO, 81008, 719-553-1400).

**Legend**

- Road Access
- Rifle Range Roads

## EXHIBIT B

### USDA FOREST SERVICE Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands South Platte Ranger District

#### Road Maintenance Standards

**General** - Road maintenance shall include any work necessary to maintain Road Standards, such as keeping drainage functional and maintaining the road prism, to allow a prudent driver to safely negotiate the road in a passenger car during dry weather.

Regulatory, warning, and route marker signs shall be repaired or replaced by the Forest Service.

#### **WORK REQUIREMENTS**

**Drainage** – This work shall consist of maintaining drainage structures and related items such as catch basins, inlet and outlet ditches, roadside ditches, drop inlets, dikes, berms, head walls, aprons, rolling dips, lead-off ditches, and existing riprap.

Drainage structures and related items shall be cleared of all foreign material which has been deposited above the flow line and all vegetative growth which interferes with the flow pattern. Grass shall be left in place provided drainage is not obstructed.

All roadside ditches, lead-off ditches, and culvert inlet and outlet ditches shall be cleaned in such a manner so that reasonable conformance to previous line, grade, and cross section will be achieved. Ditches that are free of debris larger than 3 inches in diameter and 1 foot in length and which provide drainage will not require cleaning.

Rolling dips shall be maintained to a depth and width adequate to drain the roadway. The lower end of the rolling dips, including lead-off ditches, shall be shaped to drain water from the roadway.

Culverts which have silted in to a depth of 1/4 of their opening height or more shall have their inlets and outlets cleaned, as well as 3 feet of the upper and lower ends of the inside, to expose the full diameter of the culvert.

Plugged culverts shall be cleaned, or replaced if directed by the Forest Service.

Catch basins shall be cleared of material to the bottom of the invert of the culvert and at least two feet horizontally towards the backslope, or the width of the basin, whichever is greater, in order to provide for the unobstructed flow of water.

Any loose material on the backslope adjacent to the entrance of culverts shall be removed. Material removed, if suitable, may be blended into existing native road surfaces or shoulders. On aggregate surfaced roads, care must be taken to assure the material is not mixed into the existing aggregate. Unsuitable material shall be deposited in locations to assure it will not obstruct the normal flow pattern.

**Removal of Obstructions** – Downed trees, rocks, and stumps that have fallen into the roadway, and any other eminent hazards, shall be removed.

Trees that have fallen within the roadway shall be limbed, cut into manageable lengths, and scattered outside the roadway limits.

Hazard trees and snags designated for removal shall be felled outside the roadway and limbed. Trees shall be cut within 12 inches of the natural ground. All stumps and logs shall be positioned so they will not roll.

Slash shall be scattered outside the roadway and drainage way. Rocks and stumps designated for removal shall be positioned away from the roadway in such a manner as to assure they will not roll onto the roadbed nor obstruct drainage. Resulting holes shall be backfilled with native material and mounded to drain.

Debris and slash in excess of 1 foot in length and 3 inches in diameter shall be removed from the backslopes, ditches, and roadway. All debris and slash must be removed from the roadbed.

**Noxious Weeds Prevention and Requirements** - All contractor and subcontractors performing work on National Forest System lands are required to use equipment and vehicles free of noxious weed seeds and/or propagating parts capable of producing a new noxious weed plant. This applies to ALL vehicles whether owned, leased or borrowed.



This shall be accomplished by washing with a pressurized hose all equipment and vehicles used for construction, maintenance and support work prior to entering the National Forest.

When cleaning equipment for work on National Forest System lands, use a washing system that traps all wash water and either stores it for removal from National Forest System lands or recycles the water for continued use. If the equipment recycles the water, provide adequate filters for seed removal. Dispose of the filter material and removed seeds in an approved manner. Do not mix soaps, detergents, or other chemicals with the wash water. For work at a commercial washing facility, use an approved facility. Use a high pressure washing system.

Wash the sides, tops, and undercarriages of all construction equipment. Remove all seeds, plants, plant fragments, dirt, and debris from the construction equipment.

Inspect the washed construction equipment, including the undercarriage, to ensure that the washing removed the dirt, debris, and seeds from the construction equipment. Rewash the construction equipment as necessary or as directed.

**Removal of Vegetation** – Brush, trees, and limbs shall be removed to provide a 5-foot distance beyond the travelway.

The travelway shall be free of encroaching limbs to a height of 16 feet above the travelway surface.

Brush and trees shall be cut parallel and as close to the ground as practical.

Slash shall be scattered downslope, outside the roadway and drainage way.

**Slumps, Sloughs, and Slides** – Minor sloughs, slides and slumps, less than 5 cubic yards per 100' station, shall be removed or repaired. Sloughs, slides, and slumps greater than 5 cubic yards per 100' station should be referred to the District Ranger.

Minor slough and slide removal, including soil, rock, and vegetative matter which encroaches onto the ditches, roadway, or shoulder, shall be disposed of adjacent to the site.

The slope which generated the slide material shall be reshaped to remove overhangs or loose material.

Minor slumps, including washouts, shall be filled with material generated from the immediate area or from agreed-upon locations or borrow sites. Material shall be placed in layers and be compacted by operating equipment over the full width of each layer.

**Blading** - The roadbed shall be crowned or sloped to conform to the original prism. All berms shall be removed from the roadway shoulders to the maximum extent possible and incorporated in the roadway except those that are specifically designed to remain.

Berms of material caused by road maintenance operations shall be removed from the roadway prior to the end of each day's work and not left in place overnight, on weekends, or holidays.

Road blading shall proceed in an orderly fashion by successive passes with grader blades paralleled to the road centerline, progressing from the lower side to the upper side of the roadway and back across. In the process, shoulder material shall be cut and replaced to prevent vegetation encroachment; all ruts, holes, and washes shall be removed by scarifying or cutting to the bottom of such defects. Fines dislodged in blading roads or from ditch lines will not be wasted over shoulders of roads. These fines will be incorporated in plating of the existing roadbed. Unsuitable material may be wasted over fill shoulders provided resource damage does not result.

Road blading of all roadside ditches, lead-off ditches from culverts or cut sections, and lead-in ditches shall be included with the blading procedure. Ditches shall be cleaned of any material which would obstruct the flow. The backslope shall not be undercut when pulling these ditches. The work is to be accomplished so that reasonable conformance to previous line, grade, and cross section will be achieved.

**Signs and Traffic Control Requirements** - In the performance of travel way maintenance, signs shall be located no more than 1 mile before and after the area of operation. Signs shall be posted only when work is in progress. Traffic warning signs shall be provided by the contractor. Signs must conform to the Manual of Uniform Traffic Control Devices (MUTCD). No hand made signs will be allowed.