

## § 2885.17

(b) You make all other rental payments according to the payment plan described in § 2885.21 of this subpart.

(c) After the first rental payment, all rent is due on January 1 of the first year of each succeeding rental period for the term of your grant.

### § 2885.17 What happens if I pay the rent late?

(a) If BLM does not receive the rent payment within 15 calendar days after the rent was due under § 2885.16 of this subpart, BLM will charge you a late payment fee of \$25.00 or 10 percent of the rent you owe, whichever is greater, not to exceed \$500 per authorization.

(b) If BLM does not receive your rent payment and late payment fee within 30 calendar days after rent was due, BLM may collect other administrative fees provided by statute.

(c) If BLM does not receive your rent, late payment fee, and any administrative fees within 90 calendar days after the rent was due, BLM may terminate your grant under § 2886.17 of this part and you may not remove any facility or equipment without BLM's written permission. The rent due, late payment fees, and any administrative fees remain a debt that you owe to the United States.

(d) If you pay the rent, late payment fees, and any administrative fees after BLM has terminated the grant, BLM does not automatically reinstate the grant. You must file a new application with BLM. BLM will consider the history of your failure to timely pay rent in deciding whether to issue you a new grant.

(e) You may appeal any adverse decision BLM takes against your grant or TUP under § 2881.10 of this part.

### § 2885.18 When must I make estimated rent payments to BLM?

To expedite the processing of your application for a grant or TUP, BLM may estimate rent payments and require you to pay that amount when it issues the grant or TUP. The rent amount may change once BLM determines the actual rent of the grant or TUP. BLM will credit you any rental overpayment, and you are liable for any underpayment. This section does

## 43 CFR Ch. II (10–1–06 Edition)

not apply to rent payments made under the rent schedule in this part.

### § 2885.19 What is the rent for a linear right-of-way?

(a) Except as noted in paragraph (b) of this section, BLM will use the Per Acre Rent Schedule at § 2806.20(b) of this chapter to calculate the rent. The Per Acre Rent Schedule is updated annually in accordance with § 2806.21 of this chapter.

(b) BLM may determine your rent using the methods described in § 2806.50 of this chapter, rather than by using the rent schedule cited in paragraph (a) of this section if the rent determined by comparable commercial practices or an appraisal would be 10 or more times the rent from the schedule.

(c) Once you are on a rent schedule, BLM will not remove you from it, unless:

(1) The BLM State Director decides to remove you from the schedule under paragraph (b) of this section; or

(2) You file an application to amend your grant.

(d) You may obtain the current linear right-of-way rent schedule from any BLM state or field office or by writing: Director, BLM, 1849 C St., NW., Mail Stop 1000 LS, Washington, DC 20240. BLM also posts the current rent schedule on the BLM Homepage on the Internet at <http://www.blm.gov>.

### § 2885.20 How will BLM calculate my rent for linear rights-of-way the schedule covers?

(a) BLM calculates your rent by multiplying the rent per acre for the appropriate category of use and county zone price from the current schedule by the number of acres in the right-of-way or TUP area that fall in those categories and multiplying the result by the number of years in the rental period.

(b) If BLM has not previously used the rent schedule to calculate your rent, we may do so after giving you reasonable written notice.

### § 2885.21 How must I make rent payments for my grant or TUP?

(a) For TUPs you must make a one-time nonrefundable payment for the term of the TUP. For grants, you must

**Bureau of Land Management, Interior**

**§ 2885.23**

make either nonrefundable annual payments or nonrefundable payments for more than 1 year, as follows:

(1) *One-time payments.* You may pay in advance the required rent amount for the entire term of the grant.

(2) If you choose not to make a one-time payment, you must pay according to one of the following methods, as applicable:

(i) *Payments by individuals.* If your annual rent is \$100 or less, you must pay at 10-year intervals not to exceed the term of the grant. If your annual rent is greater than \$100, you may pay annually or at multi-year intervals that you may choose.

(ii) *Payments by all others.* You must pay rent in advance at ten-year intervals not to exceed the term of the grant.

(b) BLM considers the first partial calendar year in the rent payment period to be the first year of the rental payment term. BLM prorates the first year rental amount based on the number of months left in the calendar year after the effective date of the grant.

**§ 2885.22 How will BLM calculate rent for communication uses ancillary to a linear grant, TUP, or other use authorization?**

When a communication use is ancillary to, and authorized by BLM under, a grant or TUP for a linear use, or some other type of authorization (*e.g.*, a mineral lease or sundry notice), BLM will determine the rent using the linear rent schedule (*see* §2885.19 of this subpart) or rent scheme associated with the other authorization, and not the communication use rent schedule (*see* §2806.30 of this chapter).

**§ 2885.23 If I hold a grant or TUP, what monitoring fees must I pay?**

(a) *Monitoring fees.* Subject to §2886.11 of this part, you must pay a fee to BLM for any costs the Federal Government incurs in monitoring the construction, operation, maintenance, and termination of the pipeline and protection and rehabilitation of the affected Federal lands your grant or TUP covers. BLM categorizes the monitoring fees based on the estimated number of work hours necessary to monitor your grant or TUP. Category 1 through 4 monitoring fees are one-time fees and are not refundable. The work hours and fees for 2005 are as follows:

2005 MONITORING FEE SCHEDULE

| Monitoring category  | Federal work hours involved               | Monitoring fee as of June 21, 2005. To be adjusted annually for changes in the IPD-GDP. See paragraph (b) of this section for update information |
|--|---|--|
| (1) Applications for new grants and TUPs, assignments, renewals, and amendments to existing grants and TUPs. | Estimated Federal work hours are >1 ≤8.   | \$97.  |
| (2) Applications for new grants and TUPs, assignments, renewals, and amendments to existing grants and TUPs. | Estimated Federal work hours are >8 ≤24.  | \$343.   |
| (3) Applications for new grants and TUPs, assignments, renewals, and amendments to existing grants and TUPs. | Estimated Federal work hours are >24 ≤36. | \$644.   |
| (4) Applications for new grants and TUPs, assignments, renewals, and amendments to existing grants and TUPs. | Estimated Federal work hours are >36 ≤50. | \$923.   |
| (5) Master Agreements .....  | Varies .....                              | As specified in the Agreement.   |
| (6) Applications for new grants and TUPs, assignments, renewals, and amendments to existing grants and TUPs. | Estimated Federal work hours >50..        | Actual costs.  |

(b) *Updating the schedule.* BLM will revise paragraph (a) of this section annually to update Category 1 through 4 monitoring fees in the manner described at §2884.12(c) of this part. BLM

will update Category 5 monitoring fees as specified in the Master Agreement. The monitoring cost schedule is available from any BLM state or field office or by writing: Director, Bureau of Land