United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Salmon Field Office
1206 S. Challis Street
Salmon, Idaho 83467

In Reply Refer To:
2800 (IDI040)
IDID106387002

Pamela Haberman & Kelly Rae
PO Box 1306
Salmon, Idaho 83467

Right-of-Way Grant
Serial No. IDID106387002

Decision
Rights-of-Way Grant IDID106387002 Issued

Enclosed is an authorized copy of the Rights-of-Way (ROW) grant, serial number IDID106387002, which allows for the continued use, maintenance, and termination of a water facility on Bureau of Land Management (BLM) administered lands in Lemhi County. The following public lands are affected by your application:

Boise Meridian Idaho
Township 17 North, Range 20 East
Section 11, SESW,
Section 14, NENW.

The grant will expire on December 31, 2054. Holders may renew the ROW prior to the grant expiring if continued use is expected.

BLM has received the advanced rental for remainder of the year 2024 and for the calendar year of 2025. Rental will continue to be billed annually.

The monitoring fee for this ROW is determined to be a Category 1, which was $271.00. BLM has received your monitoring fee.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision being appealed is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay:

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied,

(2) The likelihood of the appellant's success on the merits,

(3) The likelihood of immediate and irreparable harm if the stay is not granted, and

(4) Whether the public interest favors granting the stay.

Thank you for your interest in public lands administered by the Bureau of Land Management. If you have any questions or concerns, please contact Heidi Semmler in Salmon at (208) 756-5425.

Sincerely,

Linda R. Price
Field Manager

Enclosures:
Authorized Grant, IDID106387002
Appeal Information Form # 1842-1

FORM 2800-14
(August 1985)

Issuing Office
Salmon Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER IDID106387002

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1. A right-of-way grant is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:
Pamela Haberman & Kelly Rae
PO Box 1306
Salmon, Idaho 83467

receives a right to operate, maintain, and terminate a water facility, located on public lands described as follows:

Boise Meridian, Idaho
T. 17 N., R. 20 E.,
sec. 11, SE1/4SW1/4;
sec. 14 NE1/4NW1/4;

b. The right-of-way granted herein contains **3.30** acres, consisting of ~1220 feet x 30 feet of an irrigation ditch and ~2358.34 feet x 30 feet of a pipeline to convey water from the point of diversion on public land to a private parcel.

c. This instrument shall terminate on **December 31, 2054,** approximately **30** years from the effective date of the grant, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with the comparable commercial practices.

4. Terms and Conditions:

a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulation parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within **90** days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit(s) **A & B,** dated **April 2024**, attached hereto, are incorporated into and made part of the grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

ITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

Keith Ree
(Signature of Holder)

Owner
(Title)

09-19-2024
(Date)

Pamela D. Hoffman
(Signature of Holder)

Owner
(Title)

9-14-24
(Date)

Signature of Authorized Officer

Field Manager
(Title)

9/23/24
(Effective Date of Grant)

STIPULATIONS - EXHIBIT A
Bureau of Land Management Rights-of-Way IDID106387002
The Holder, by accepting this Rights-of-Way, agrees and consents to comply with and be bound by the following terms and conditions:

General Terms

1. The Holder will indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant or permit.

2. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his/her judgment, conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.

3. At least 90 days prior to expiration or relinquishment of the ROW, the Holder will either file a renewal application or contact the Authorized Officer to arrange a joint termination inspection of the ROW. The inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan will include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The Authorized Officer must approve the plan in writing prior to the Holder's commencement of any termination activities.

4. There is reserved to the Secretary of the Interior, or his/her lawful delegate, the right to grant additional ROWs or permits for compatible uses on, over, under or adjacent to the land involved in this grant.

5. The Holder will notify the Authorized Officer of any change of mailing address within 30 days of such change.

6. Holder will maintain the ROW in a safe, usable condition, as directed by the Authorized Officer.

7. If any emergency repair activity results in disturbance outside the ROW boundary, the Holder will notify the Authorized Officer within 3 days of the occurrence. Upon review, the Authorized Officer may require remediation.

8. The Holder will protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder will immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during Holder's operations, the Holder will secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Holder will record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used

to restore the disturbed survey monument, the Holder will be responsible for the survey cost.

9. The Holder will permit free and unrestricted public access upon the ROW for all lawful purposes except for those specific areas designated as restricted by the Authorized Officer to protect the public, wildlife, livestock, or facilities constructed within the ROW.

10. The Holder will not interfere with public land management practices of the BLM or any authorized BLM operators, licensees, agents, or public.

11. No gates, signs, barriers, obstructions, or other impediments are allowed on public lands either within or outside the ROW, unless specifically authorized.

Construction Plans and Operations & Maintenance

12. The Holder will conduct all activities associated with the construction, operation, maintenance, and termination of the ROW within the authorized limits of the ROW. If at any time the Holder wishes to reconstruct or relocate any portion of the ROW, or the improvements thereon, in a manner that has been determined to be a substantial deviation, prior written authorization must be obtained from the Authorized Officer.

13. Construction or maintenance activities will not be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of **6** inches deep, the soil will be deemed too wet to adequately support construction equipment.

14. Holder will remove only the minimum amount of vegetation and/or topsoil necessary for the construction and/or maintenance of structures and facilities.

15. ROW will be maintained in a sanitary condition at all times; waste materials will be disposed of promptly at an appropriate waste disposal site. 'Waste' is defined as all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ash, and equipment that are a result of the Holder's activities.

Access

16. New access roads or cross-country vehicle travel, outside the ROW, will not be permitted without prior written approval by the Authorized Officer. The Holder will obtain a ROW to use any roads outside the ROW that require surface-disturbing repair or maintenance.

Hazardous Materials and Toxic Substances

17. Holder will comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides will be used only in accordance with their registered uses and within the limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder will obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Pesticides will not be permanently stored on public lands authorized for use under this grant. Applicator(s) will hold a current applicator's license or be under the direct supervision of a licensed applicator.

The Holder(s) will comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Material, as defined in this paragraph, that will be used, produced, transported or stored on or within the ROW or any of the ROW facilities, or used in the construction, operation, maintenance or termination of the ROW or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended, (hereinafter "CERCLA") and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended, (hereinafter "RCRA") and its regulations. The term hazardous material also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 U. S. C. § 2011 et seq., as amended. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. § 9601(14), nor does the term include natural gas.

19. The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.) on the ROW (unless the release or threatened release is wholly unrelated to the ROW Holder's activity on the ROW). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.

20. The Holder(s) will comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. § 2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the ROW or on facilities authorized under this ROW grant. (See 40 CFR Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR Part 117 will be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances will be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

21. The Holder will inform the Authorized Officer within 48 hours of any accidents on Federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195 (hazardous liquids transported by pipeline)

Fire Prevention and Control

22. During conditions of extreme fire danger or when the State of Idaho and/or the BLM Idaho State Director issues a fire restriction order, operations will be limited or suspended in specific areas, or additional measures may be required by the Authorized Officer.

23. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder will do everything reasonable to prevent wildfires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM Authorized Officer or Fire Dispatch

1800-974-2373 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.

Cultural

24. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the Authorized Officer. The BLM Authorized Officer will determine avoidance, protection, or mitigation measures in consultation with the Holder, Idaho State Historic Preservation Officer (SHPO), and affected Tribes. Costs associated with the discovery, evaluation, protection, or mitigation of the discovery will be the responsibility of the Holder.

25. Any cultural and/or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the Holder, or any persons working on his/her behalf on public or Federal land will be immediately reported to the Authorized Officer. Holder will suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and mitigation, and any decision as to proper avoidance, protection or mitigation measures will be made by the Authorized Officer after consulting with the Holder and others under Section 106 of the National Historic Preservation Act.

Plants

26. The Holder will be responsible for control of noxious weeds and non-native invasive plants that result from construction, use, or maintenance authorized in the Holder's ROW grant. The Holder must coordinate with the Authorized Officer and/or local authorities for acceptable weed control measures (within limits imposed in the grant stipulations) prior to implementing weed treatments.

27. The Holder will clean equipment, machinery and vehicles that disturb soil or vegetation prior to entry into BLM-managed lands. Cleaning is defined as removal of all dirt, grease, plant parts and material that may carry seeds or plant material from tires, tracks, belly plates, undercarriages, etc. Pressure washing is recommended. To the extent practical, the Holder will avoid or minimize travel through or parking in areas infested with noxious weeds to avoid spreading seeds or plant parts. At the BLM's discretion, equipment, machinery, and vehicles may be inspected prior to entry onto BLM-managed lands

Sage-Grouse

28. To meet the objectives of the "Idaho Southwestern Montana Greater Sage-Grouse Record of Decision and Approved Resource Management Plan Amendment (ARMPA), September 2015," managers will impose appropriate stipulations on a case-by-case basis in accordance with the ARMPA management decisions, buffers, seasonal restrictions, and required design features.

Water Right

29. The use of water on Federal land without permission from the Idaho Department of Water Resources (IDWR) in the form of an approved water permit, license or decree is a violation of this authorization.