



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Salt Lake Field Office
2370 S Decker Lake Blvd.
West Valley City, UT 84119-2022
<http://www.blm.gov/utah>
SEP 02 2020

In Reply Refer To:
2800 (UTW01100)
UTU-87894

CERTIFIED MAIL – RETURN RECEIPT
91 7199 9991 7038 6193 0812

DECISION

Tooele County	:	FLPMA Title V
47 S Main	:	Right-of-Way Grant UTU-87894
Tooele, UT 84074	:	43 CFR 2800

Monitoring Cost Recovery Category Determined Fair Market Rent Exempted

Dear Tooele County:

Enclosed are two copies of an unsigned right-of-way (ROW) grant offer (BLM Form 2800-14 with Exhibits) for your access road and trailhead, serialized as UTU-87894. Please review the documents. If you concur with the grant documents, sign and date both copies and return them to the address shown above. Upon receipt of the signed documents, the Bureau of Land Management (BLM) will issue the grant, absent any other unresolved issues.

According to Federal regulations contained in 43 CFR § 2804.16 and 2806.14, we have determined that you are exempt from processing and monitoring fees and rent, because you are a state or local government and the right-of-way is for governmental purposes benefitting the general public. Per BLM Instruction Memorandum 2019-013¹, you are also exempt from bonding.

For your information, the entire right-of-way is within high/moderate potential for cultural resources, and lacks current cultural resource surveys. Please coordinate maintenance and surface-disturbing activities with the Salt Lake Field Office at least 30 days in advance of any planned work, so that we may work with you to arrange to have a cultural resource monitor on site during these activities.

¹ <https://www.blm.gov/policy/im-2019-013>

Please return both signed copies of the grant within 30 days from the receipt of this letter. If these requirements are not met, your application may be denied. Your current grant expires on December 31, 2020. After this date, please be aware that you may not legally carry out any proposed activities on BLM managed lands until you have received an executed grant from our office, excepting those considered casual use (43 CFR 2804.29).

Appeals

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 address above) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulations 43 CFR 2801.10 or 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 Appeal 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.

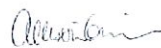
Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulations, 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

If you have any questions, please contact Emily Boivin, Realty Specialist for the Salt Lake Field Office at 801-977-4351, or by email at eboivin@blm.gov.

Sincerely,



Digitally signed by
ALLISON GINN
Date: 2020.08.28
10:21:55 -06'00'

Allison Ginn
Acting Field Manager

Enclosure (2):
Two copies of BLM Form 2800-14 with Exhibits
BLM Form 1842-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL.....

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

2. WHERE TO FILE

NOTICE OF APPEAL..... Bureau of Land Management, Salt Lake Field Office, 2370 South Decker Lake Blvd, West Valley City, Utah 84119

WITH COPY TO SOLICITOR... Regional Solicitor, Room 6201, 125 South State Street, Salt Lake City, Utah 84111

3. STATEMENT OF REASONS

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO SOLICITOR..... Regional Solicitor, Room 6201, 125 South State Street, Salt Lake City, Utah 84111

4. ADVERSE PARTIES.....

Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).

5. PROOF OF SERVICE.....

Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)).

6. REQUEST FOR STAY.....

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). 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 (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 regulations, 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.

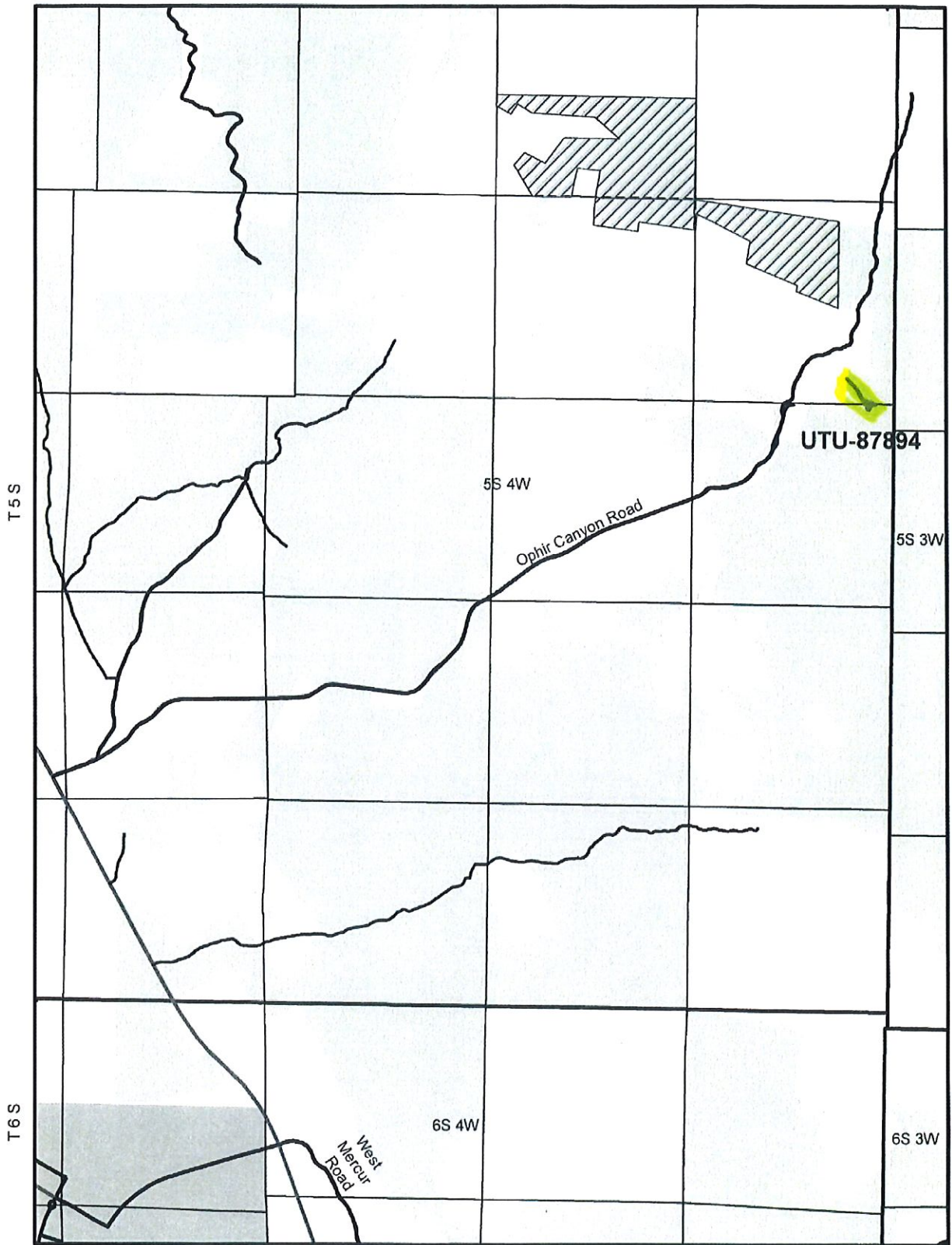
Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

UTU-87894

R 4 W

R 3 W



- UTU-87894
- Highway
- Primary Road
- Bureau of Land Management (BLM)
- Military Reservations and Corps of Engineers
- Private
- State

Lands Transferring to SITLA (NDA of 2017)

Parcel Disposition

State Acquires All



September 10, 2020

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Salt Lake Field Office

Serial Number
UTU-87894

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (*describe*) _____

2. Nature of Interest:

- a. By this instrument, the holder Tooele County receives a right to construct, operate, maintain, and terminate a access road and trailhead on public lands (or Federal land for MLA Rights-of-Way) described as follows:

T. 5 S., R. 4 W., section 13, lot 14
T. 5 S., R. 4 W., section 24, NENE

- b. The right-of-way or permit area granted herein is 147 feet wide, 162 feet long and contains _____ acres, more or less. If a site type facility, the facility contains 0.82 acres.
- c. This instrument shall terminate on December 31, 2030, 10 years from its effective date 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 may not be renewed. If renewed, the right-of-way or permit 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 comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 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 07/29/2020, attached hereto, are incorporated into and made a part of this 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[Signature]
 (Signature of Holder)

 (Signature of Authorized Officer)

Tooele County Commissioner, Chair
 (Title)

 (Title)

19 Oct 2020
 (Date)

 (Effective Date of Grant)

APPROVED AS TO FORM:

Colin Winchester 09/14/2020

Colin R. Winchester
Deputy Tooele County Attorney

EXHIBIT A
Special Stipulations for Right-of-Way Grant UTU-87894
Tooele County – Ophir Canyon Trailhead and Access Road

Definitions

1. The Salt Lake Field Manager or their designated representative is the Authorized Officer (AO) for this authorization.
2. Hereinafter, holder means any party granted this ROW, temporary use permit, or both, its agents, contractors, representatives, or other persons directed by holder to construct, maintain, repair, restore, relinquish, abandon, modify, rehabilitate, or terminate this right-of-way, and holder's successors, or assigns. For UTU-87894, "Holder" shall mean Tooele County, or any and all their assignees, agents, contractors, subcontractors, and/or employees.
3. This grant may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO. The holder may, with the approval of the BLM, assign, in whole or in part, any right or interest in a grant. The holder shall file an application (Standard Form 299) and an assignee consent form to the AO prior to the finalization of the assignment. The proposed assignee must also file proof of eligibility to hold a grant, and agree to accept and abide by all of the existing terms, conditions, and stipulations of the grant. The assignee may not commence operation, maintenance, or termination actions until the assignment is approved by the AO.
4. "Grant" means any authorization or instrument (e.g. easement, lease, license, or permit) the Bureau of Land Management (BLM) issues under Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761 et seq., and those authorizations and instruments BLM and its predecessors issued for purposes before October 21, 1976, under the existing statutory authority.

General Administrative Stipulations

5. The holder shall comply with the regulations of the Department of the Interior and all other Federal, State, and municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this grant, whether explicitly mentioned herein or not. This authorization does not relieve the holder from securing any other permits, licenses, or other authorizations required by federal, state, or local law.
6. The holder shall notify the Bureau of Land Management (BLM) Authorized Officer (AO) within 30 calendar days when there is a change affecting their application or grant, including, but not limited to, changes in: legal name, mailing address, partners, financial conditions, business/corporate status, or other conditions as mentioned under 43 CFR 2807.11.
7. The holder shall conduct all activities associated with the construction, operation, and termination of the ROW expressly authorized within its terms. The holder shall construct,

operate, and maintain the facilities, improvements, and structures within this Right-of-Way (ROW) in strict conformity with the Plan of Development (POD) that accompanied the original application and was approved and incorporated into the original grant (not attached). Any relocation, construction, or other use that is not explicitly permitted by the approved POD shall not be initiated without the prior written approval of the AO. A copy of the complete ROW grant, including all stipulations and approved PODs, shall be made available on the ROW site during its construction, operation, and termination to the AO. Noncompliance will be grounds for an immediate temporary suspension of activities if, in the AO's sole discretion the noncompliance constitutes a threat to public health and safety or to the environment. Any activity not authorized by this grant may also subject the Holder to prosecution under applicable law and to trespass charges under 43 CFR 2808.

8. The holder must submit an application to amend (SF-299) for any substantial deviation to this ROW. Per 43 CFR 2801.5, "*substantial deviation means a change in the authorized location or use which requires: (1) construction or use outside the boundaries of the right-of-way, or (2) any change from, or modification of, the authorized use. Examples of substantial deviation include: adding equipment, overhead or underground lines, pipelines, structures, or other facilities not included in the original grant.*"
9. The BLM may revoke or terminate this grant in whole, or in part, upon a determination by the AO that the holder fails to comply with applicable laws and regulations, or any terms, conditions, or stipulations of the grant, the holder abandons the right-of-way, or upon determination by the AO, that the holder's action or inaction there exists a threat to human health or safety, or irreparable harm to the surrounding environment.
10. The BLM shall retain and may exercise any rights the grant does not expressly convey to the holder. These include, but are not limited to entrance upon the lands granted herein or any facility constructed on public lands, to require common use of the right-of-way, including facilities (see 43 CFR 2805.14(b)), the subsurface, and air space, collect rents for the use of the land, facilities, subsurface, and air space, retain ownership of resources found on these lands, including timber and mineral materials, and any living or non-living resources. The holder has no right to use these resources, except as noted in 43 CFR 2805.14(e). The BLM also reserves the right to determine if your grant is available for renewal and may change the terms and conditions of the authorization as a result of changes in legislation, regulation, or as otherwise necessary to protect public health or safety or the environment
11. This grant is subject to all prior valid and existing rights on the effective date of this grant, and the United States makes no representations or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.
12. The holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office (GLO) and Bureau of Land Management (BLM) Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable public and private civil survey monuments. In the event of the obliteration

or disturbance of any survey monument, the holder shall immediately report the incident in writing to the AO and the respective installing authority. Where GLO or BLM right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments or references using the surveying procedures found within the latest edition of the Manual of Surveying Instructions for the Survey of the Public Lands in the United States. The holder shall record the resulting survey at the appropriate county facility and send a copy to the AO. If any BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for all survey costs.

Public Health and Safety Stipulations

13. All design, material, and construction; operation, maintenance, and termination practices shall be conducted in accordance with safe and proven engineering practices.
14. The holder agrees to indemnify and hold harmless the United States Government for any and all liability, including but not limited to injury to persons or damage to property, which may result from the use permitted.
15. The right-of-way shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. Waste means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. The holder is strictly prohibited from transporting, storing, or disposing of any toxic or hazardous substance on the right-of-way.
16. The AO may suspend or terminate in whole or in part any notice to proceed which has been issued when, in his or her sole judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
17. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
18. The holder shall inform the authorized officer within 48 hours of any accidents on federal lands.

Environmental Protection Stipulations

19. All activities shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or cause the pollution or siltation of any stream or lake.
20. The holder shall comply with all applicable Federal laws and regulations existing or hereinafter enacted or promulgated. In any event, the holder shall 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 right-of-way or in any 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 (e.g. leaks or spills.) in excess of the reportable quantity established by 40 CFR 117 and 40 CFR 302 shall be reported to the AO and to the National Response Center at 687-9485 or 888-331-6337 (NDEP), 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 shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government.

21. The holder agrees to indemnify the United States Government 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 right-of-way, unless the release or threatened release is determined to be wholly unrelated to the holder's authorized activities on the right-of-way). This agreement applies to the ROW regardless whether a release is caused by the holder, its agent, or any unrelated third parties.
22. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.
23. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction equipment.

Travel and Transportation Protective Measures

24. The holder shall not enclose or obstruct in any manner any roads or trails commonly used for public travel or access to public lands surrounding the grant. The holder shall not erect nor maintain any signs or structures on or adjacent to any roads or trails without the prior written permission of the AO.

25. The holder may not construct new access roads or travel off road by vehicle to reach the grant area without the AO's prior written approval. Access with motorized vehicles/equipment must be kept to existing or approved constructed routes, in accordance with the Plan of Development. Cross country and off-route travel is not permitted; travel is restricted to existing routes.

Cultural and Paleontological Resources Stipulations

26. The discovery of any cultural and/or paleontological resource (historic or prehistoric site, feature, or object(s)) by the Holder, its agents, assignees, contractors, or monitors shall be immediately reported to the BLM authorized officer. The Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the BLM authorized officer. An evaluation of the discovery shall be made by BLM archaeologists, under the direction of the BLM authorized officer, to determine the appropriate actions to prevent the loss or damage to cultural or scientific values. The Holder shall be responsible for the costs of evaluating discovered sites or objects and preventing the loss or damage to cultural or scientific values.
27. The entire right-of-way is within high/moderate potential for cultural resources, and lacks current cultural resource survey work. The Holder will be required to have a qualified archaeological monitor on site, bearing an active field work authorization from the BLM Salt Lake Field Office, during surface-disturbing activities (i.e., mechanical stripping, grading, or excavation (or similar activities)) arising from the operation, maintenance, or termination of this grant. The Holder shall be responsible for the coordination and potentially the costs of monitoring substantial surface-disturbing activities within the right-of-way. Please coordinate maintenance and surface-disturbing activities with the Salt Lake Field Office at least 30 days in advance of any planned work. Alternatively, the Holder may elect to undertake a pedestrian Class III cultural survey of the ROW area.

Vegetation and Weeds Stipulations

28. All activities shall be conducted to avoid or minimize disturbance to vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
29. The holder shall be responsible for weed control on disturbed areas within the limits of the grant. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
30. Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides or herbicides shall be used in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the application of any pesticide or herbicides on the ROW, the holder shall contact the BLM authorized officer to obtain a Pesticide Use Proposal (PUP) form. Once the PUP is reviewed, approved, and returned the holder may proceed with the application of the proposed chemicals. Upon completion of the applications, the holder shall use the application record form provided

during the PUP issuance and submit the form to the BLM within 7 days following the end of application.

Fire Prevention and Mitigation Stipulations

31. The holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on Federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or its contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or its contractors. The holder or its contractors will:
- a. Operate all internal and external combustion engines on federally managed lands per 43 CFR 8343.1, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - c. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - d. Notify the Northern Utah Interagency Fire Center **(801) 495-7600 (or 911)** immediately of the location and status of any escaped fire.

Wildlife Stipulations

Birds

32. If construction, maintenance or reclamation activities occur within the migratory bird breeding seasons (raptors: January 1 to August 31 and passerine birds, including Long-billed Curlews (April 1 to July 31), surveys should occur within a 0.5 mile radius (raptors) and a 100 foot radius (passerines) of the Project Area no more than 7-10 days prior to project initiation. Migratory bird surveys will be performed by a qualified wildlife biologist and a report of the survey results will be provided to the BLM.
- a. If no migratory birds are found nesting in the Project Area, then project activities may proceed as planned.
 - b. If migratory birds are present and nesting in the Project Area, the following measures must be incorporated during the project construction phase:
 - i. Passerine bird nests will be flagged and avoided by 100 feet until the nests are no longer active.
 - ii. If occupied, raptor nests will be avoided by the spatial and temporal buffers specified in the U.S. Fish and Wildlife Utah Field Office's Guidelines for Raptor Protection From Human and Land Use Disturbances (Romin and Muck 2002).
 - c. If occupied nests cannot be avoided, or if take as defined by the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act is likely to occur, the project proponent must contact the U.S. Fish and Wildlife Service's Utah Field Office (801-975-3330) or the Migratory Bird Permit Office (303-236-8171) for

guidance on appropriate avoidance, minimization, and mitigation measures. Any exceptions to this requirement must have prior written permission.

Sensitive Species

33. Prior to ground-disturbing activities, surveys would be required for burrowing BLM Sensitive species (pygmy rabbit, kit fox, Preble's shrew, dark kangaroo mouse) in areas where there is suitable habitat prior to any ground disturbing activity. Surveys must be completed by a BLM-approved biologist. Active burrows would be avoided by all construction and maintenance activities. Temporal and spatial buffers would be identified in coordination with a BLM biologist and the BLM authorized officer.
- a) Avoid placing any new poles within 100 m of a pygmy rabbit burrow.
 - b) Avoid placing any new poles within 100 m of a white-tailed prairie dog colony.
 - c) Avoid placing any new poles within 100 meters of riparian areas.
 - d) Pre-construction surveys for kit fox would be performed by a qualified biologist no more than 30 days prior to initiation of any ground-disturbing activities. If kit fox are identified in the Project Area vicinity, the following measures would be incorporated during construction:
 - i. If active dens are found, maintain a 200-foot, no-disturbance buffer around the dens until they are no longer occupied, if possible.
 - ii. If active dens are found or individual kit fox are observed in the Project Area vicinity, implement the following procedures:
 1. All excavated steep-walled holes or trenches more than 2-feet deep will be covered at the close of each working day. If trenches cannot be closed, one or more escape ramps constructed of earthen fill or wooden planks should be installed. Before holes or trenches are filled they will be thoroughly inspected for trapped animals.
 2. All construction pipes, culverts, or similar structures with a diameter of 4 inches or greater and stored at the construction site for one or more nights will be inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way. Any kit foxes found inside the structure will be allowed to leave before the structure is buried, capped, or moved.

Transfer of Federal Ownership/Relinquishment/Assignment Stipulations

34. As per 43 CFR 2807.21, any proposed transfer of any right or interest in the ROW shall be filed with the AO. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the AO.
35. In the event that the public land encumbered by your grant is transferred to another Federal agency, the BLM may, after reasonable notice to you, transfer administration of your grant to another Federal agency, unless said transfer would diminish your rights. If the BLM determines that a transfer would diminish your rights, the BLM can still transfer

the land, but may retain administration of your grant under the existing terms and conditions of the grant. The BLM will also provide reasonable notice to the holder in the event that the encumbered lands are being conveyed out of Federal ownership, to inform the holder of their options prior to the conveyance. The holder may also agree to negotiate new grant terms and conditions with the new land owner at any time after the conveyance or transfer.

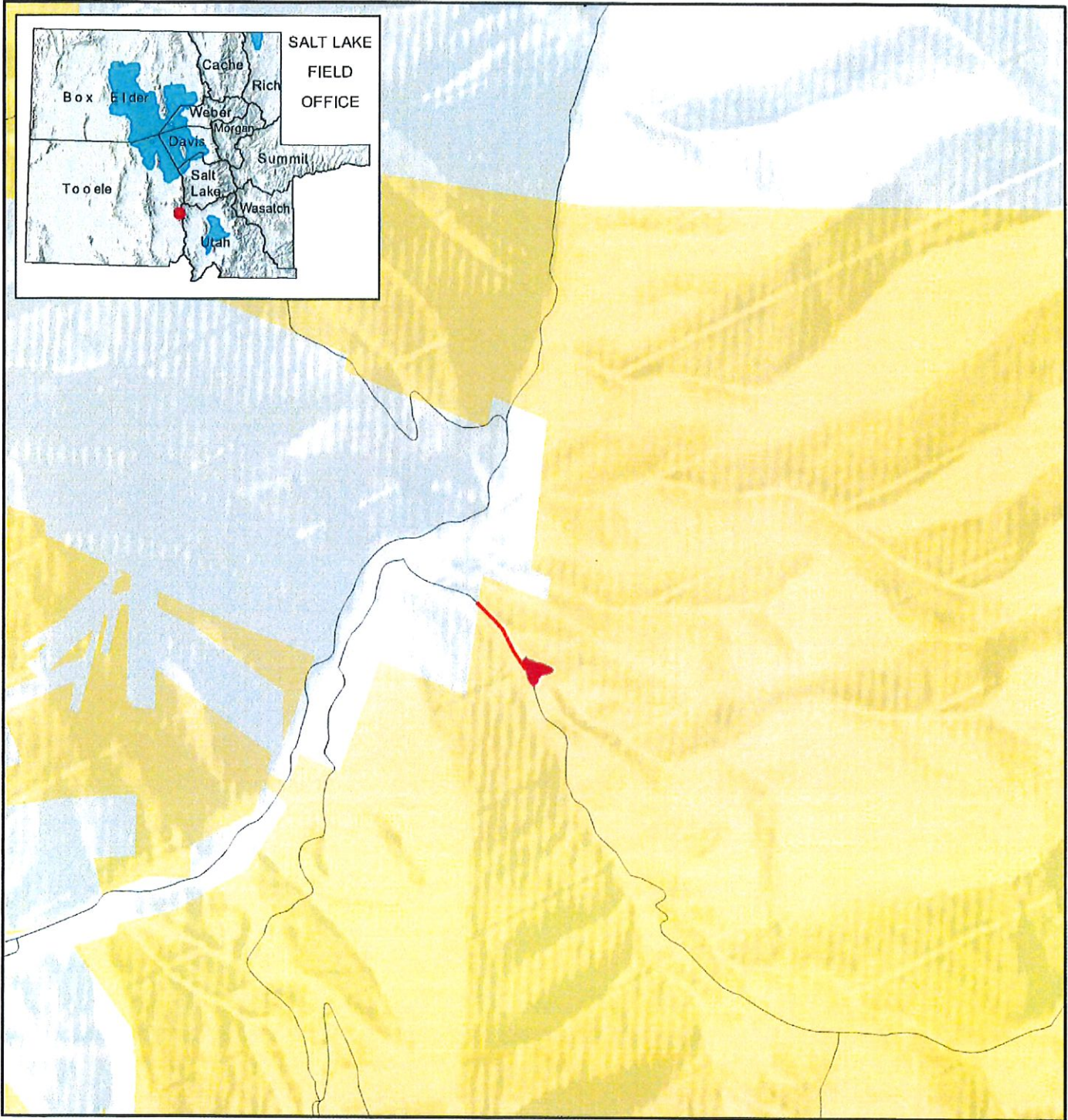
Termination/Reclamation Stipulations

36. Reclamation shall be conducted in accordance with the approved reclamation plan included in the POD that accompanied the application and was approved and incorporated into the grant.
37. The holder shall contact the Authorized Officer to arrange a pre-termination conference at least 180 days prior to termination of the right-of-way. This conference will be held to review the reclamation plan as well as the termination provisions of the grant.

R 4 W

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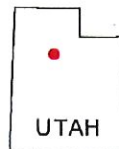
— OphirTH_AccessRoad

■ TH Site

Land Status

■ Bureau of Land Management (BLM)

□ Private



UTAH



July 29, 2020

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

