



Tooele County Council Agenda Item Summary

Department Making Request:

ROADS

Meeting Date:

4/19/2022

G.P. \$

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.
Exp date: 10 yr from sign.

Budget Impact:

In Budget

Requested Amount: \$ 0.00

Over Budget

Item Title: Contract Approval BLM and Tooele County Roads Department Free Use Permit.

Please answer the who? what? when? why?

Tooele County Roads Department has requested a Mineral Material Free Use Permit (FUP) from Bureau of Land Management. The requested FUP allows for free removal of a total 30,000 cubic yards of mineral materials. Removal of materials will be allowed for a 10-year period from two gravel pits along SR196. Materials will be used for official construction and maintenance purposes on county roads.

Note from Colin: There are two separate Permits. Except for the location, they are identical. Both need to be signed -

List who needs copies when approved:



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Salt Lake Field Office
491 North John Glenn Road
Salt Lake City, Utah 84116
<http://www.blm.gov/utah>

In Reply Refer To:
3600 (UTW011000)
UTU-62754, UTU-72268

JAN 21 2022

CERTIFIED MAIL NO.
91 7199 9991 7038 6193 5237

Tooele County Roads Department
Attn: Adam Graft
555 W 900 S
Tooele, UT 84074

Dear Mr. Graft:

Enclosed are two unsigned copies of the free use permits (FUP) the Tooele County Roads Department (Tooele County) requested. These FUPs have been assigned the BLM serial numbers UTU-62754 and UTU-72268. Please refer to these serial numbers in any future correspondence regarding this matter. The requested FUP are for the removal of 15,000 cubic yards of excess mineral materials from each pit, totaling 30,000 cubic yards of material over a 10-year period from the two gravel pits for official road construction and maintenance purposes. These FUP will not become effective until the date the BLM authorized officer signs the FUP and returns it to Tooele County.

Please review the enclosed FUP and stipulations; then have an authorized officer sign and return the FUP to this office. This office will execute the FUP once it receives the signed copy with an original signature. Tooele County will then be notified in writing that it may proceed with the permitted activities. This FUP does not become effective until after it has been signed by the BLM Authorized Officer and returned to Tooele County.

Stipulations have been attached to Tooele County's FUP. Please note the following special conditions of the FUP:

1. The BLM recognizes that Tooele County may have a contractor working on its behalf; however, the FUP is issued to the Tooele County. The BLM will not deal directly with Tooele County's contractor. If the BLM identifies any issues at the site, the BLM will contact Tooele County for compliance. If Tooele County's contractor contacts the BLM, the BLM will refer them back to Tooele County.
2. Tooele County must provide its contractor with a copy of the signed FUP and the stipulations along with a copy of the authorization letter. It is Tooele County's responsibility to monitor its contractor to ensure compliance with the stipulations. If the BLM finds any compliance issues, the BLM will report them to Tooele County for resolution.

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

Failure to sign and return the attached FUP within 30 days of receipt of this letter could result in cancellation of this offer. If you have any questions, please contact Todd Marks at (801) 320-8387 or tmarks@blm.gov.

Sincerely,

JESSICA WADE

Digitally signed by JESSICA
WADE
Date: 2022.01.13 17:08:18
-0700'

Jessica Wade
Field Manager

Enclosures (6):

1. Unsigned free use permits (2)
2. Stipulations (2)
3. Gravel Pit Map
4. Mineral Material Production Report Template

UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERAL MATERIAL
FREE USE PERMIT

FORM APPROVED OMB NO. 1004-0001 Expires December 31, 2019
BUREAU OF LAND MANAGEMENT

Permit (Case) Serial Number UTU-62754	Expiration Date
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Permittee Name and Address:
Tooele County Roads Department

Legal land description of authorized permit area:

Meridian	Township	Range	Section	Subdivision	Acres
SLM	3S	8W	15	E2SW	3.5

This permit is issued under the Act of July 31, 1947, as amended, and 43 U.S.C. 2 and 1201. Free use permits are issued subject to the requirements of 43 CFR Part 3600 now or hereafter in force.

This permit is hereby issued for the materials applied for but may be canceled if it appears that this permit was issued erroneously or the terms or conditions contained herein are not observed.

The permit is subject to the following standard stipulations:

Any use of the surface of the lands involved in this permit must not interfere with any mining claim subject to the provisions of Section 4 of the Act of July 23, 1955 (30 U.S.C. 612);

The permittee must allow BLM access for inspections as required by 43 CFR 3601.51

The permittee must clean up all work areas and must remove or dispose of all refuse resulting from the permittee's operations, and equipment, personal property, and improvements must be removed within ninety (90) days after the permit expiration date as required by 43 CFR 3601.52

An annual report indicating the amount (cubic yards or tons) of material removed must be filed with the BLM District Office on the anniversary date of the permit, and within thirty (30) days after permit expiration.

The permit is also subject to the following SPECIAL CONDITIONS:

Authorized purpose:
Official county road maintenance.

Authorized term	Authorized quantity, <i>in-place</i>
10 years 0 months 0 days	15,000 cubic yards or _____ tons

Check all that apply:

- Permittee Mining and Reclamation plan is required per 43 CFR 3601.40-44
- Permittee is responsible for reclamation of permit area
- Financial Guarantee is required per 43 CFR 3602.14
- Removal area is within Community Pit – Common Use Area - Serial No.
- Permittee will perform reclamation in Community Pit – Common Use Area in lieu of reclamation fee
- Permittee must follow/comply with BLM mining and reclamation plan
- Permittee will pay a reclamation fee for Community Pit – Common Use Area as identified below:

Type of Material	Quantity (select applicable <i>in-place</i> units)		Reclamation Fee (select applicable <i>in-place</i> units)		TOTAL Reclamation Fee (\$)
	<input checked="" type="checkbox"/> cu. yds.	<input type="checkbox"/> tons	\$ per cu. yds.	\$ per ton	
Sand and Gravel, Gravel	15000.00		0.00		\$ 0.00

BLM will check this box if there are additional stipulations attached to this permit.

I HEREBY AGREE TO COMPLY WITH the regulations at 43 CFR Part 3600 and the stipulations and special conditions as set forth in this permit. I CERTIFY that the: (a) materials to be removed will be used for the authorized purpose noted above; (b) none of the materials removed will be sold or bartered; (c) removal of materials will begin only upon receipt of an approved copy of this permit and will cease upon the expiration date or removal of the authorized quantity, whichever comes first; and, (d) the Bureau of Land Management (BLM) will be notified upon completion of removal.

James A. Welch
(Signature of Applicant)
County Manager
(Title)

James A. Welch
(Printed Name)
5/4/22
(Date)

THE UNITED STATES OF AMERICA

By _____ (Signature) _____ (Printed Name)
_____ (Title) _____ (Date)
_____ (BLM office)

APPROVED AS TO FORM:

Colin Winchester 04/25/2022

Colin R. Winchester
Deputy Tooele County Attorney

The Paperwork Reduction Act of 1995 requires us to inform you that:
The BLM collects this information to evaluate the amount and condition of mineral materials on public lands and it will be used to maintain depletion records.
The BLM is collecting this information to process your application and effect a binding permit.
The BLM will use this information to identify and communicate with applicants.
Response to this request is required to obtain a benefit.
The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: The combined public reporting burden for Forms 3604-1a and 3604-1b is estimated to average 45 minutes to complete both forms, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0001), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 2134LM, Washington, D.C. 20240.

Exhibit A
Salt Lake Field Office Mineral Material Stipulations for U-62754

I. General Stipulations

1. "Purchaser" means any person, corporation, partnership, association, governmental agency, municipality, or other entity that has been issued a Contract for the Sale of Mineral Materials ("Contract") or a Mineral Material Free Use Permit ("FUP") by the Salt Lake Field Office. Purchasers may obtain Contracts under any name they choose. However, related business ventures will not be viewed as separate Purchasers.
2. "Authorized Officer" means the Salt Lake Field Office Field Manager or their duly appointed representative.
3. Purchaser is solely responsible for complying with all applicable Federal, State, County, and Local laws, ordinances, and regulations in connection with the Contract. Purchaser will be solely responsible for acquiring all permits, variances, easements, etc. required to operate within the Contract area. Purchaser shall be solely responsible for carrying out any monitoring requirements and paying any off-set fees imposed by a permit, variance, easement, etc. in connection with the Contract. Failure to conform to all laws, ordinances, and regulations or to acquire all required permits, variances, and easements will result in the suspension of this Contract for a period deemed appropriate by the Authorized Officer.
4. Purchaser must follow the Department of the Interior Bureau of Land Management ("BLM")-approved mining plan and reclamation plan. These plans become part of the Contract. Purchaser's operations must not deviate from the approved plans unless they are modified. If a plan modification is approved, it becomes part of the Contract.
5. Purchaser shall notify the Authorized Officer within five (5) working days of both (i) the commencement of mineral removal operations; and (ii) the termination of mineral removal operations in connection with the Contract. **Should the purchaser fail to move into the Contract area and start production of mineral materials within six (6) months of the issuance of this Contract, the Authorized Officer may cancel the Contract.**
6. As provided by 43 USC 1732. Sec. 302, the Authorized Officer may order an immediate temporary suspension of this Contract prior to a hearing or final administrative finding if the Authorized Officer determines that such a suspension is necessary to protect health, safety or the environment. Where other applicable law (i.e. MSHA, UDOGM) contains specific provisions for suspension, revocation or cancellation the provisions of such law shall prevail.
7. If the Purchaser violates any provisions of this Contract, the Authorized Officer has the option of refusing to issue additional Contracts or FUPs to the Purchaser; or suspend further operations of the Purchaser under this Contract, except operations necessary to remedy any violations. If the purchaser fails to remedy all violations within thirty (30) days after receipt of a suspension notice, the Authorized Officer may cancel the existing Contract and take appropriate action to recover all damages suffered by the Government from the violations, including application of any advance payments or performance bonds toward payment of damages.

8. Purchaser is required to possess and display, at the Contract area, a current copy of the Contract issued by this office along with the stipulations and any other attachments to the Contract.
9. Purchaser shall mark the exterior boundaries of the Contract area with stakes and/or laths at 100-foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths shall be painted and flagged in a distinctive color as determined by the Purchaser. Purchaser shall maintain all boundary stakes and/or laths in place until final reclamation is completed.
10. Purchaser shall conduct all activities associated with construction, operation, maintenance, and termination of this Contract within the boundaries of the Contract area.
11. Vertical cuts in unconsolidated material of three (3) feet or greater will be graded to a minimum horizontal to vertical slope ratio of three to one (3:1). Where natural slopes are steeper than three to one, then the slopes will be graded as close to natural topography as possible and maintained as such for the life of the mining operation. Exceptions will be made for stockpiled material; however, slopes of stockpiles must not exceed the angle of repose. No high walls in any unconsolidated material are allowed.
12. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer except for the following requirement: Purchaser must display a permanent identification sign at all entrances to the Contract area showing the Purchaser's name, address, and telephone number.
13. Night watchmen, mobile homes, recreational vehicles, non-operational vehicles, storage areas, repair areas, salvage areas, and all other persons, animals, materials and/or equipment not directly related to the mining, processing, and/or hauling of mineral materials are not allowed within the Contract area unless approval is granted in writing by the Authorized Officer.
14. Firearms may not be possessed within the boundaries of any Contract area, either openly or under concealment, except by an officer, agent, or employee of the United States, a State, or a political subdivision thereof, who is authorized by law to engage in law enforcement activities. Possession or use of a firearm within a Contract area will result in the revocation or cancellation of this Contract. Future Contracts and FUPs may also be denied.
15. No open fires shall be allowed in the Contract area.
16. Operators must comply with fire restrictions.
 - a. The responsible party, holder, and/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 responsible party, holder, and/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 responsible party, holder, and/or its contractors. The responsible party, holder, and/or its contractors will:
 - i. Compliance with fire prevention orders and fire restrictions is mandatory while fire restrictions are in effect (43 CFR 9212). Fire prevention and restriction orders are available for review at BLM district offices and on the BLM website.

- ii. 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.
 - iii. 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 workers will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - iv. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - v. Notify the Northern Utah Interagency Fire Center (801) 495-7600, or 911, immediately of the location and status of any escaped fire.
17. Machinery will be kept on the pit floor to the extent possible. All stockpiles and waste rock piles will be kept at as low of an angle as possible to reduce visual impacts. No unnecessary equipment or vehicles will be kept on site. Except for stockpiles of processed material, the pit floor will be kept reasonably level and uniform during the term of the Contract.
18. Asphalt hot plants, concrete batch plants, materials recycling plants and water wells are not permitted within the Contract area unless approval is granted in writing by the Authorized Officer. All other types of plants not specifically for the sole purpose of mining, crushing, screening, and/or loading mineral materials are not allowed within the Contract area.
19. Purchaser shall maintain the Contract area in a safe, useable condition, as directed by the Authorized Officer.
20. The Contract area shall always be maintained in a sanitary condition. Waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste", as used in this paragraph, shall mean all discarded matter of any kind.
21. Mineral materials stockpiled and remaining on Government lands at the end of the period specified for removal in this Contract shall become the property of the Government upon expiration of the Contract.
22. Purchaser will furnish this office with a monthly report of mineral materials removed under this Contract (the "Removal Reports") (see attached example). The Removal Reports must be furnished monthly and must include the following information: the Purchaser's name as shown on the Contract, the Contract serial number (U-094323), the Contract's expiration date, the Purchaser's address, the Purchaser's phone number, a list of the volume or weight of mineral materials removed from the site for each day in the month, a total volume or weight of mineral materials removed for the month, a total volume or weight of mineral materials removed over the life of the Contract, the volume or weight of mineral materials contracted for, and a report of the number of loads leaving the site with load covers versus those without. Monthly reports are due in this office (Salt Lake Field Office) no later than the 15th of each month, or the first business day thereafter if the 15th falls on a weekend or holiday.
23. The Authorized Officer may require the Purchaser to submit certified copies of its records showing the names, addresses, and telephone numbers of buyers, the volumes or weights of mineral materials sold, and the dates the sales took place. Submission of erroneous records will constitute grounds for the suspension and/or cancellation of this Contract and the suspension of future Contracts and FUPs.

24. Purchaser shall be liable for any damages, costs or expenses incurred by the Government arising out of operations under this Contract whenever damages, costs or expenses result from the breach of this Contract or a wrongful or negligent act of the Purchaser or their contractors, subcontractors, or employees. Purchaser shall pay the Government for the damages, costs, or expenses within thirty (30) days of a written demand by the Authorized Officer. Failure to make payment within this period will result in the suspension of all Contracts and FUPs to the Purchaser until payment is received.
25. Contracts for volumes greater than 15,000 cubic yards of mineral material (or weight equivalent) may be required to provide the BLM with a pre-disposal and post-disposal survey of the site. Additionally, the BLM may require interim surveys of the site. If required, the survey may either be an aerial or land survey. Surveys must be completed by a surveyor registered in the State of Utah. If, following the notice and cure provisions provided for in 43 CFR 3601.62, the Purchaser refuses to conduct a survey, the Authorized Officer may suspend sales under the Contract, and the BLM will conduct a survey. The resulting costs will be billed to the Purchaser as an administrative cost, which must be paid prior to continued sales pursuant to the Contract. If following the notice and cure provisions provided for in 43 CFR 3601.62, a trespass is established by a BLM survey, then in such cases, the trespass will be considered willful and the Purchaser will be charged willful damages and sales under the Contract may be terminated.
26. Contracts for periods greater than five (5) years and for volumes less than 100,000 cubic yards of material (or weight equivalent) per year (when the Contract volume is divided by the Contract length), may be required to provide the BLM with a survey once every five (5) years on the anniversary date of the Contract. The Authorized Officer may require additional surveys as the Authorized Officer deems necessary. The survey may either be an aerial or land survey. If the Purchaser refuses to conduct a survey, the Authorized Officer will suspend operations until such time as the BLM can conduct a survey. The resulting costs will be billed to the Purchaser as an administrative cost, which must be paid prior to continuing operations. Any unauthorized use established by a survey will be considered willful. The operator will be charged willful damages and sales may be terminated.
27. All GIS and GPS data for the required surveys must be provided to the BLM prior to initiating surface disturbing activities, if a pre-disposal survey is required, within 30 days of receiving the request for an initial or interim survey, and within 90 days of concluding operation, if a post-disposal survey is required. All GIS and GPS data must be provided to the BLM in a format compatible with the BLM's ArcGIS Geographic Information System:
 - a. Acceptable data formats are:
 - i. Corrected Global Positioning System files with sub-meter accuracy or better, in UTM NAD 83; Zone 12;
 - ii. ARCGIS export files on a flash drive, shapefile, geodatabase.
 - b. Data may be submitted in any of the following formats: ARCGIS interchange, shapefile or geodatabase format, CD ROM in compressed or uncompressed format.
 - c. All data shall include metadata for each GIS layer, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (801) 977-4300.

II. Backhauling

1. **Backhauling of any materials and/or debris into any Contract area is not permitted unless approval is granted in writing by the Authorized Officer.** The backhauling of mineral materials and/or debris into a Contract area by the Purchaser or their contractors, subcontractors, customers or employees shall be cause for the Authorized Officer to immediately order the suspension and/or cancellation of all operations of the Purchaser. Purchaser will be liable for all costs of removal of backhauled materials and/or debris.
2. Approval to backhaul materials will only be granted by the Authorized Officer if the purchaser can demonstrate that the material will be used for the purpose of blending with the existing native mineral materials. The amount of backhaul allowed to be stockpiled on site will be limited to an amount determined by the Authorized Officer to be a reasonable amount.
3. The purchaser will be required to maintain a bond that will provide coverage for the cost incurred by the BLM should the backhauled material need to be disposed of by the BLM. The bond must cover the entire amount of backhauled material that is authorized in writing by the Authorized Office even if the actual amount stockpiled on site is less.
4. If approval to backhaul materials into the Contract area is granted by the Authorized Officer, the following apply:
 - a. Backhauled materials shall be clean and free of any deleterious materials (e.g., rebar, wood, etc.).
 - b. Backhauled materials shall be stockpiled in a readily identifiable, segregated area.
 - c. Backhauled materials will be shown as a separate volume on the monthly report for material removed from the Contract area.
 - d. Upon completion of mining, all remaining backhauled materials must be removed from the Contract area.

III. Reclamation

1. Upon Contract termination, the Purchaser shall complete all reclamation activities described in the approved reclamation plan within the timeframe allowed for in the Contract. Additional reclamation activities may be required by the Authorized Officer to address any changes in conditions, oversights and/or noncompliance issues.
2. Upon Contract termination, the Purchaser shall remove or dispose of all waste which has accumulated in the Contract area as a result of the mining operation. The term "waste", as used herein, includes, but is not limited to, garbage, human waste, trash, scrap, petroleum products and equipment.
3. Vertical cuts in unconsolidated material of three (3) feet or greater shall be graded to a horizontal to vertical slope ratio of three to one (3 to 1) as part of the reclamation.

IV. Air Quality

1. Vehicles/equipment and construction, operation, or maintenance activities shall meet federal, state, and local emission standards for air quality. If these activities are generating large amounts of dust that is limiting visibility or creating safety hazards (for workers or for the general public), water or other BLM Authorized Officer approved means will be applied for dust control.
2. Purchaser shall be responsible for dust abatement within the limits of the Contract area and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals, etc.). Purchaser

shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the Contract area.

3. Notwithstanding whether a violation of any air quality permit, law or regulation results, the Purchaser will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Purchaser.
4. 100% of sand and gravel trucks shall use load covers when transporting mineral materials by year four of the contract. In order to achieve compliance with this stipulation the following phased approach shall be implemented:
 - a. End of first year: 25% of sand and gravel trucks shall use load covers.
 - b. End of second year: 50% of sand and gravel trucks shall use load covers.
 - c. End of third year: 100% of sand and gravel trucks shall use load covers.
5. If DEQ does not require the Purchaser to have a dust control permit, the purchaser must provide a written statement from DEQ to the appropriate office before any ground disturbing activities take place.
6. Prior to termination of this Contract, the Purchaser shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and control measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.
7. During excavation, backfilling, and contouring; the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.
8. The BLM shall suspend the Contract of any operations failing to meet air quality regulations, if requested by the DEQ to do so. The BLM shall suspend the Contract of any operations with a pattern of violations (three violations in any one-year period) for air quality regulations, regardless of any request by the DEQ.

V. Survey Monuments

1. Purchaser shall protect all survey monuments found within the Contract area. Survey monuments include, but are not limited to, General Land Office and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any survey monuments are to be disturbed during operations, the Purchaser shall secure the services of a Professional Land Surveyor or a BLM cadastral surveyor to perpetuate the monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States. Purchaser shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the BLM cadastral surveyors or other Federal surveyors are used to restore disturbed survey monuments, the Purchaser shall be responsible for the survey cost. If construction causes impacts to any power line, please contact Rocky Mountain Power.

VI. Vegetation/Noxious Weeds/Land surface/Soil/Water/Riparian/Woodland/Forestry

1. Noxious Weeds: Purchaser shall be responsible for controlling all undesirable invading plant species (including listed noxious weeds and other invasive plants identified as undesirable by federal, state or local authorities) within the boundaries of their Contract area, including all operating and reclaimed areas, until reclamation activities have been deemed successful and responsibility has been released by the Authorized Officer. Proposed control standards and measures must conform to applicable state and federal

regulations. To avoid spreading noxious and/or invasive weeds, the following stipulations apply:

- a. Purchaser will limit the size of vegetation and/or ground disturbance to the absolute minimum necessary to perform the activity safely and as designed. Purchaser will avoid creating soil conditions that promote weed germination and establishment.
- b. Purchaser will coordinate activities regarding any proposed herbicide treatment with the BLM Weed Coordinator (801-977-4300). If herbicide treatment is needed, the Purchaser will prepare, submit, obtain and maintain a pesticide use proposal (PUP) for the Contract area. Weed treatments may include the use of herbicides approved for use on Public Lands by the BLM.
- c. Operator is responsible for submitting pesticide application records (PAR) to the BLM on an annual basis.
- d. Pesticides application must be performed by a state licensed applicator.
- e. Purchaser will begin operations in weed free areas whenever feasible before operating in weed-infested areas.
- f. Purchaser will locate pits and staging areas for the use of equipment storage, machine and vehicle parking or any other area needed for the temporary placement of people, machinery and supplies. These staging areas will be selected from locations that are relatively weed-free. Purchaser will avoid or minimize all types of travel through weed-infested areas or restrict major activities to periods of time when the spread of seed or plant parts are least likely.
- g. Purchaser will designate equipment cleaning sites if the Authorized Officer determines they are needed. The location of these sites will be coordinated with the BLM. Project related equipment and machinery (this especially includes the nooks and crannies of undercarriages) will be cleaned of all mud, dirt and plant parts before moving into relatively weed-free areas and when leaving weed infested sites. Seeds and plant parts need to be collected, bagged and deposited in landfills through the waste disposal system when practical (this is not meant to apply to service vehicles that will stay on roadways avoiding weed infested sites).
- h. Employees, contractors, visitors, etc. need to inspect their clothing and equipment and remove and dispose of any weed seed and plant parts found. Disposal methods vary depending on the project.
- i. Purchaser shall contact the BLM if any invasive/noxious weeds are found escaping beyond the project boundaries. Purchaser will be required to develop a BLM approved weed eradication plan to eliminate escaping invasive/noxious weeds found outside the project boundaries.
- j. Purchaser shall use weed free seed for reclamation and other organic products for erosion control, stabilization, or revegetation (e.g., straw bales, organic mulch, etc.) must be certified weed free.
- k. Purchaser shall ensure that all vehicles and equipment arriving at the site (including, but not limited to, drill rigs, dozers, support vehicles, pickups and passenger vehicles, including those of the operator, any contractor or subcontractor and invited visitors) do not transport noxious weeds onto the Contract area. Purchaser shall ensure that all such vehicles and equipment that will be traveling off constructed and maintained roads or parking areas within the Contract area have been power washed, including the undercarriage, since their last off road use and prior to off road use within the

- Contract area. When beginning off road use within the Contract area, such vehicles and equipment shall not harbor soil, mud or plant parts from another locale.
- l. If a noxious weed infestation is known or later discovered within the Contract area, project related vehicles or equipment that have traveled through such an infestation shall be power washed including the undercarriage prior to leaving the site, at an established wash area. Wash water and sediment shall be contained in an adjacent settling basin. Should any vegetation emerge in the wash area or settling basin, it will be promptly identified and appropriately controlled if found to be an undesirable invasive plant.
 - m. Additional control and procedural information is documented in the Programmatic EISs Vegetation Treatments Using Herbicides on BLM Lands in 17 Western States and its Record of Decision (September 2007) and Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron on BLM Lands in 17 Western States and its Record of Decision (August 2016).
 - n. Any questions should be directed to the Salt Lake Field Office Weed Coordinator at (801) 977-4300.
 - o. Reclamation of disturbed sites will be required using a BLM-approved seed mix. Seed must be planted using a range-drill, harrow (e.g., rake harrow), imprinter, hand broadcast, or other approved implement. Seeding must take place during the appropriate season – fall through early winter – to ensure successful germination and recruitment.
 - p. Seeding operation will be considered a cultural weed treatment where successful establishment would prevent the establishment of invasive plants.
 - q. All equipment should be thoroughly cleaned prior to transport on public lands for reclamation operations.
2. Land surface treatment for areas previously disturbed: Following excavation, trenches shall be backfilled with the excavated mineral material. The mineral material shall be distributed and contoured evenly over the surface of the disturbed area. The surface shall be left rough to help reduce potential wind erosion and promote revegetation.
 3. Land surface treatment for areas previously undisturbed: Purchaser shall strip the top three (3) to six (6) inches, if available, of soil material with associated plant material over all surfaces to be disturbed. If less than three inches are present, then all available topsoil will be stripped. The stripped soil material shall be stockpiled, out of the way but still within the Contract area. During reclamation, after final earthwork and grading is complete, including trench backfilling and compaction, the Purchaser shall spread the stockpiled soil material with plant debris uniformly back on the surface of the reclaimed area.
 4. Soil/Water/Riparian/Floodplains: To reduce erosion and sedimentation within the project area, thereby reducing impacts to water quality, the Purchaser shall utilize best management practices as provided by Utah Department of Environmental Quality (UDEQ).
 5. Boreholes: If drilling boreholes, the Purchaser needs to follow Utah Division of Oil, Gas, and Mining (UDOGM) protocols for drilling. Purchaser shall consult with UDOGM to determine if a permit is needed. All holes should be drilled according to the UDOGM regulations. All holes should be reclaimed according to UDOGM regulations and reclaimed immediately after drilling.

VII. Hazardous Material/Pesticides/Liability

1. No hazardous material, 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, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the Contract area at any time by the Purchaser. Purchaser shall immediately report any release of hazardous substances (e.g., leaks, spills, etc.) caused by the Purchaser or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of said reports to the initiating federal, state or local government agency.
2. Purchaser shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the Contract area potentially affecting the Contract area of which the Purchaser is aware.
3. As required by law, the Purchaser shall be responsible for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the Contract area.
4. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Purchaser shall obtain, from the Authorized Officer, written approval of a plan showing the type and quantity of pesticide to be used, pest(s) to be controlled, method of application, location of any temporary storage areas, how containers will be disposed of, and any other information deemed necessary by the Authorized Officer.
5. The plan shall be submitted no later than December 1st of any calendar year that covers the proposed activities.
6. Pesticides shall not be permanently stored on public lands authorized for use under this Contract.
7. Purchaser shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Purchaser agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the Contract), the United States against any liability arising from the Purchaser's use or occupancy of the Contract area, regardless of whether the Purchaser has actually developed or caused development to occur on the Contract area, from the time of the execution of this Contract, and during the term of this Contract. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Purchaser, its agents, contractors, or third parties. If the liability is caused by third parties, the Purchaser will pursue legal remedies against such third parties as if the Purchaser were the fee owner of the Contract area.
8. Notwithstanding any limits to the Purchaser's ability to indemnify and hold harmless the United States which may exist under state law, the Purchaser agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Purchaser's use or occupancy

of the Contract area regardless of whether the Purchaser has actually developed or caused development to occur on the Contract area from the time of the issuance of this Contract to the Purchaser and during the term of this Contract.

VIII. Cultural

1. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Purchaser, or any person working on their behalf shall be immediately reported to the Authorized Officer. Purchaser shall 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. Purchaser will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Purchaser. Purchaser shall be responsible for the resultant mitigation costs.

IX. Migratory Birds

1. Migratory birds, including BLM sensitive species, may be present on the project site. Habitat altering operations should be scheduled outside of the breeding season. If ground or vegetation disturbing activities must occur within the migratory bird breeding seasons (raptors: January 1 to August 31; passerine birds and long-billed curlew: April 1 to July 31), surveys should be performed within the project area and the surrounding buffer areas (as described below) 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 Authorizing Officer (AO).
 - a. If no migratory birds are found nesting in the Project Area or adjacent buffer areas, then project activities may proceed as planned.
 - b. If migratory birds are present and nesting in the Project Area or adjacent buffer areas, the following measures must be incorporated during the project construction phase:
 - Passerine bird nests will be protected by a no-activity buffer with a radius of 100 feet until the nests are no longer active.
 - Long-billed curlew nests will be protected by a no-activity buffer with a radius of 200 meters until the nests are no longer active.
 - 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) to obtain the appropriate permits, and receive guidance on avoidance, minimization, and mitigation measures. Any exceptions to this requirement must have prior written permission.
 - d. A qualified wildlife biologist is a person with documented ornithological knowledge of and/or sufficient experience with birds of the area and their

behaviors. The person must be able to identify and locate these birds and their nests which may be present within the project area. The qualified wildlife biologist must be familiar with area bird behavior and be able to establish an adequate buffer area around nest sites.

- e. Upon selection of a qualified wildlife biologist the BLM shall be notified via letter containing the Contract serial number or the proponent may call a BLM wildlife biologist at (801) 977-4300. Documentation will be placed in the case file.
- f. Contract area surveys shall be done to ensure 100% coverage. Methods should be selected based on the plant community and/or topography. Field notes and reports shall thoroughly describe methodology and rationale for use and archived.

X. General Wildlife

1. Project materials and equipment that have been undisturbed/idle for >4 hours shall be inspected for wildlife prior to moving said material/equipment to reduce potential injury/mortality to wildlife. Materials and equipment that cannot be inspected, or from which wildlife cannot escape, shall be covered or otherwise made secure from wildlife intrusion and entrapment at the end of each workday.

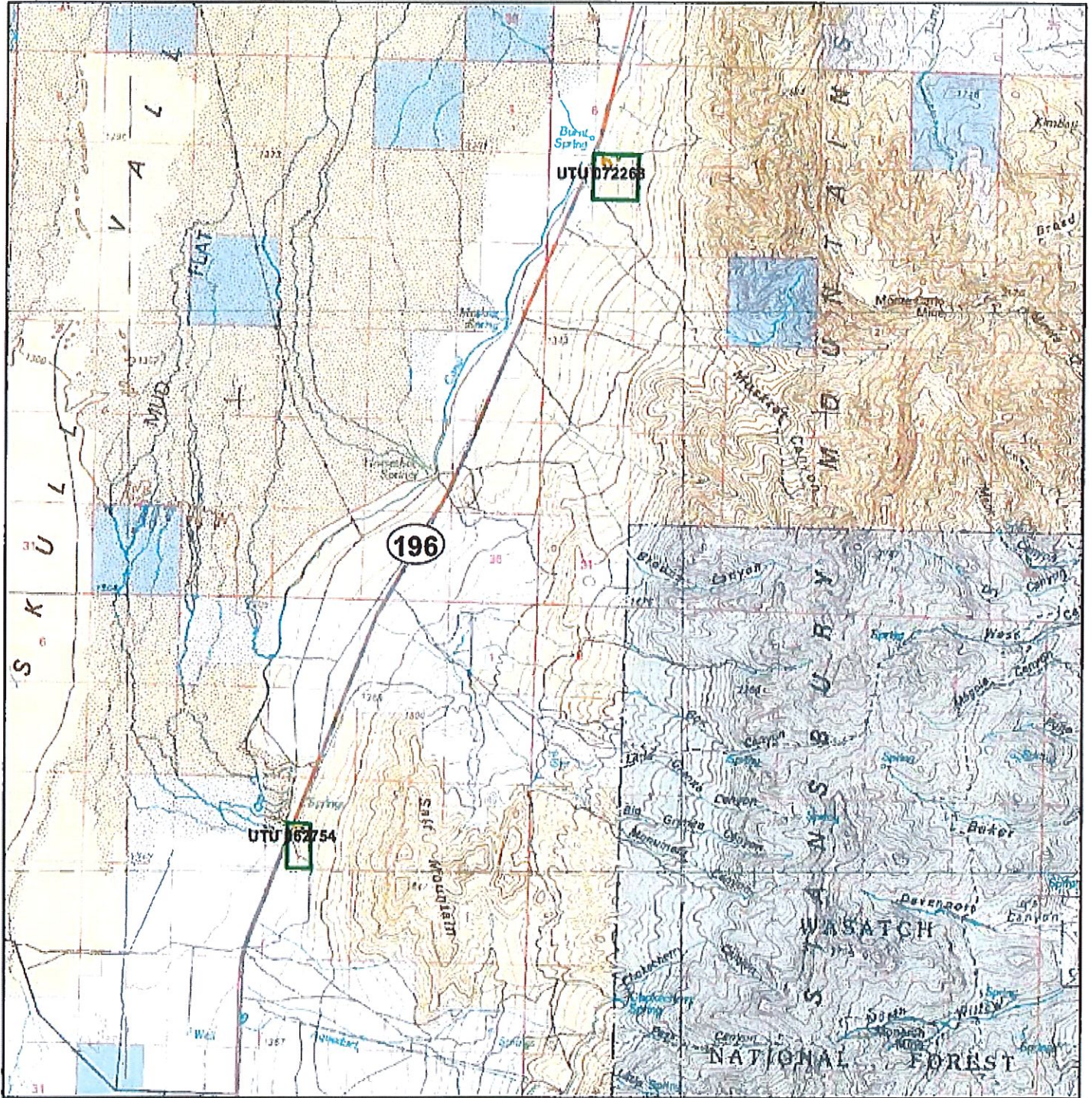
XI. Kit Fox

1. Preconstruction surveys for kit fox will be conducted by a qualified biologist for the Project Area, plus a 200-foot buffer area. The preconstruction survey would be conducted no more than 30 days prior to initiation of ground disturbance/construction. If active kit fox dens are found, a 200 foot no-disturbance buffer around the dens will be maintained until they are no longer occupied.

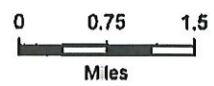
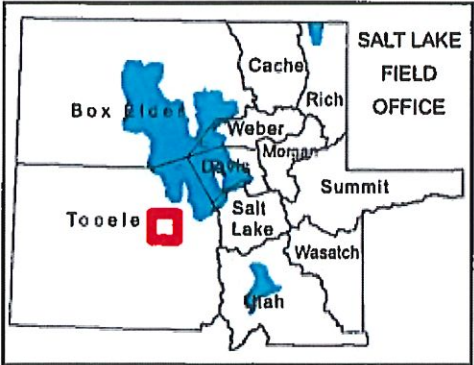
XII. Riparian

1. No work or ground disturbing activities will occur within riparian areas or within 1,200 feet of a riparian area, without written approval of the Authorized Officer. Water courses and natural flow paths will not be disrupted or changed.

Tooele County Roads Department FUP Gravel Request



- Disturbed Area
- Administrative Boundary
- Bureau of Land Management
- US Forest Service
- State
- Private
- Field Office Boundary
- 5 - Major State Highways - Unseparated



January 7, 2021

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
MINERAL MATERIAL
FREE USE PERMIT**

FORM APPROVED OMB
NO. 1004-0001 Expires
December 31, 2019

**BUREAU OF LAND
MANAGEMENT**

Permit (Case) Serial Number **UTU-72268** Expiration Date _____

Permittee Name and Address:
Tooele County Roads Department

Legal land description of authorized permit area:

Meridian	Township	Range	Section	Subdivision	Acres
SLM	2S	7W	7	NE	5

This permit is issued under the Act of July 31, 1947, as amended, and 43 U.S.C. 2 and 1201. Free use permits are issued subject to the requirements of 43 CFR Part 3600 now or hereafter in force.

This permit is hereby issued for the materials applied for but may be canceled if it appears that this permit was issued erroneously or the terms or conditions contained herein are not observed.

The permit is subject to the following standard stipulations:

Any use of the surface of the lands involved in this permit must not interfere with any mining claim subject to the provisions of Section 4 of the Act of July 23, 1955 (30 U.S.C. 612);

The permittee must allow BLM access for inspections as required by 43 CFR 3601.51

The permittee must clean up all work areas and must remove or dispose of all refuse resulting from the permittee's operations, and equipment, personal property, and improvements must be removed within ninety (90) days after the permit expiration date as required by 43 CFR 3601.52

An annual report indicating the amount (cubic yards or tons) of material removed must be filed with the BLM District Office on the anniversary date of the permit, and within thirty (30) days after permit expiration.

The permit is also subject to the following SPECIAL CONDITIONS:

Authorized purpose:
Official county road maintenance.

Authorized term: **10** years **0** months **0** days Authorized quantity, *in-place*: **15,000** cubic yards or _____ tons

Check all that apply:

- Permittee Mining and Reclamation plan is required per 43 CFR 3601.40-44
- Permittee is responsible for reclamation of permit area
- Financial Guarantee is required per 43 CFR 3602.14
- Removal area is within Community Pit – Common Use Area - Serial No.
- Permittee will perform reclamation in Community Pit – Common Use Area in lieu of reclamation fee
- Permittee must follow/comply with BLM mining and reclamation plan
- Permittee will pay a reclamation fee for Community Pit – Common Use Area as identified below:

Type of Material	Quantity (select applicable <i>in-place</i> units)		Reclamation Fee (select applicable <i>in-place</i> units)		TOTAL Reclamation Fee (\$)
	<input checked="" type="checkbox"/> cu. vds.	<input type="checkbox"/> tons	\$ per cu. vds.	\$ per ton	
Sand and Gravel, Gravel	15000.00		0.00		\$ 0.00

BLM will check this box if there are additional stipulations attached to this permit.

I HEREBY AGREE TO COMPLY WITH the regulations at 43 CFR Part 3600 and the stipulations and special conditions as set forth in this permit. I CERTIFY that the: (a) materials to be removed will be used for the authorized purpose noted above; (b) none of the materials removed will be sold or bartered; (c) removal of materials will begin only upon receipt of an approved copy of this permit and will cease upon the expiration date or removal of the authorized quantity, whichever comes first; and, (d) the Bureau of Land Management (BLM) will be notified upon completion of removal.

James A. Welch
(Signature of Applicant)
County Manager
(Title)

James A. Welch
(Printed Name)
5/4/22
(Date)

THE UNITED STATES OF AMERICA

By _____ (Signature) _____ (Printed Name)
_____ (Title) _____ (Date)
_____ (BLM office)

APPROVED AS TO FORM:

Colin Winchester 04/25/2022
Colin R. Winchester
Deputy Tooele County Attorney

The Paperwork Reduction Act of 1995 requires us to inform you that:

The BLM collects this information to evaluate the amount and condition of mineral materials on public lands and it will be used to maintain depletion records.

The BLM is collecting this information to process your application and effect a binding permit.

The BLM will use this information to identify and communicate with applicants.

Response to this request is required to obtain a benefit.

The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: The combined public reporting burden for Forms 3604-1a and 3604-1b is estimated to average 45 minutes to complete both forms, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0001), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 2134LM, Washington, D.C. 20240.

Exhibit A

Salt Lake Field Office Mineral Material Stipulations for U-72268

I. General Stipulations

1. "Purchaser" means any person, corporation, partnership, association, governmental agency, municipality, or other entity that has been issued a Contract for the Sale of Mineral Materials ("Contract") or a Mineral Material Free Use Permit ("FUP") by the Salt Lake Field Office. Purchasers may obtain Contracts under any name they choose. However, related business ventures will not be viewed as separate Purchasers.
2. "Authorized Officer" means the Salt Lake Field Office Field Manager or their duly appointed representative.
3. Purchaser is solely responsible for complying with all applicable Federal, State, County, and Local laws, ordinances, and regulations in connection with the Contract. Purchaser will be solely responsible for acquiring all permits, variances, easements, etc. required to operate within the Contract area. Purchaser shall be solely responsible for carrying out any monitoring requirements and paying any off-set fees imposed by a permit, variance, easement, etc. in connection with the Contract. Failure to conform to all laws, ordinances, and regulations or to acquire all required permits, variances, and easements will result in the suspension of this Contract for a period deemed appropriate by the Authorized Officer.
4. Purchaser must follow the Department of the Interior Bureau of Land Management ("BLM")-approved mining plan and reclamation plan. These plans become part of the Contract. Purchaser's operations must not deviate from the approved plans unless they are modified. If a plan modification is approved, it becomes part of the Contract.
5. Purchaser shall notify the Authorized Officer within five (5) working days of both (i) the commencement of mineral removal operations; and (ii) the termination of mineral removal operations in connection with the Contract. **Should the purchaser fail to move into the Contract area and start production of mineral materials within six (6) months of the issuance of this Contract, the Authorized Officer may cancel the Contract.**
6. As provided by 43 USC 1732. Sec. 302, the Authorized Officer may order an immediate temporary suspension of this Contract prior to a hearing or final administrative finding if the Authorized Officer determines that such a suspension is necessary to protect health, safety or the environment. Where other applicable law (i.e. MSHA, UDOGM) contains specific provisions for suspension, revocation or cancellation the provisions of such law shall prevail.
7. If the Purchaser violates any provisions of this Contract, the Authorized Officer has the option of refusing to issue additional Contracts or FUPs to the Purchaser; or suspend further operations of the Purchaser under this Contract, except operations necessary to remedy any violations. If the purchaser fails to remedy all violations within thirty (30) days after receipt of a suspension notice, the Authorized Officer may cancel the existing Contract and take appropriate action to recover all damages suffered by the Government from the violations, including application of any advance payments or performance bonds toward payment of damages.

8. Purchaser is required to possess and display, at the Contract area, a current copy of the Contract issued by this office along with the stipulations and any other attachments to the Contract.
9. Purchaser shall mark the exterior boundaries of the Contract area with stakes and/or laths at 100-foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths shall be painted and flagged in a distinctive color as determined by the Purchaser. Purchaser shall maintain all boundary stakes and/or laths in place until final reclamation is completed.
10. Purchaser shall conduct all activities associated with construction, operation, maintenance, and termination of this Contract within the boundaries of the Contract area.
11. Vertical cuts in unconsolidated material of three (3) feet or greater will be graded to a minimum horizontal to vertical slope ratio of three to one (3:1). Where natural slopes are steeper than three to one, then the slopes will be graded as close to natural topography as possible and maintained as such for the life of the mining operation. Exceptions will be made for stockpiled material; however, slopes of stockpiles must not exceed the angle of repose. No high walls in any unconsolidated material are allowed.
12. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer except for the following requirement: Purchaser must display a permanent identification sign at all entrances to the Contract area showing the Purchaser's name, address, and telephone number.
13. Night watchmen, mobile homes, recreational vehicles, non-operational vehicles, storage areas, repair areas, salvage areas, and all other persons, animals, materials and/or equipment not directly related to the mining, processing, and/or hauling of mineral materials are not allowed within the Contract area unless approval is granted in writing by the Authorized Officer.
14. Firearms may not be possessed within the boundaries of any Contract area, either openly or under concealment, except by an officer, agent, or employee of the United States, a State, or a political subdivision thereof, who is authorized by law to engage in law enforcement activities. Possession or use of a firearm within a Contract area will result in the revocation or cancellation of this Contract. Future Contracts and FUPs may also be denied.
15. No open fires shall be allowed in the Contract area.
16. Operators must comply with fire restrictions.
 - a. The responsible party, holder, and/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 responsible party, holder, and/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 responsible party, holder, and/or its contractors. The responsible party, holder, and/or its contractors will:
 - i. Compliance with fire prevention orders and fire restrictions is mandatory while fire restrictions are in effect (43 CFR 9212). Fire prevention and restriction orders are available for review at BLM district offices and on the BLM website.

- ii. 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.
 - iii. 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 workers will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - iv. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - v. Notify the Northern Utah Interagency Fire Center (801) 495-7600, or 911, immediately of the location and status of any escaped fire.
17. Machinery will be kept on the pit floor to the extent possible. All stockpiles and waste rock piles will be kept at as low of an angle as possible to reduce visual impacts. No unnecessary equipment or vehicles will be kept on site. Except for stockpiles of processed material, the pit floor will be kept reasonably level and uniform during the term of the Contract.
18. Asphalt hot plants, concrete batch plants, materials recycling plants and water wells are not permitted within the Contract area unless approval is granted in writing by the Authorized Officer. All other types of plants not specifically for the sole purpose of mining, crushing, screening, and/or loading mineral materials are not allowed within the Contract area.
19. Purchaser shall maintain the Contract area in a safe, useable condition, as directed by the Authorized Officer.
20. The Contract area shall always be maintained in a sanitary condition. Waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste", as used in this paragraph, shall mean all discarded matter of any kind.
21. Mineral materials stockpiled and remaining on Government lands at the end of the period specified for removal in this Contract shall become the property of the Government upon expiration of the Contract.
22. Purchaser will furnish this office with a monthly report of mineral materials removed under this Contract (the "Removal Reports") (see attached example). The Removal Reports must be furnished monthly and must include the following information: the Purchaser's name as shown on the Contract, the Contract serial number (U-094323), the Contract's expiration date, the Purchaser's address, the Purchaser's phone number, a list of the volume or weight of mineral materials removed from the site for each day in the month, a total volume or weight of mineral materials removed for the month, a total volume or weight of mineral materials removed over the life of the Contract, the volume or weight of mineral materials contracted for, and a report of the number of loads leaving the site with load covers versus those without. Monthly reports are due in this office (Salt Lake Field Office) no later than the 15th of each month, or the first business day thereafter if the 15th falls on a weekend or holiday.
23. The Authorized Officer may require the Purchaser to submit certified copies of its records showing the names, addresses, and telephone numbers of buyers, the volumes or weights of mineral materials sold, and the dates the sales took place. Submission of erroneous records will constitute grounds for the suspension and/or cancellation of this Contract and the suspension of future Contracts and FUPs.

24. Purchaser shall be liable for any damages, costs or expenses incurred by the Government arising out of operations under this Contract whenever damages, costs or expenses result from the breach of this Contract or a wrongful or negligent act of the Purchaser or their contractors, subcontractors, or employees. Purchaser shall pay the Government for the damages, costs, or expenses within thirty (30) days of a written demand by the Authorized Officer. Failure to make payment within this period will result in the suspension of all Contracts and FUPs to the Purchaser until payment is received.
25. Contracts for volumes greater than 15,000 cubic yards of mineral material (or weight equivalent) may be required to provide the BLM with a pre-disposal and post-disposal survey of the site. Additionally, the BLM may require interim surveys of the site. If required, the survey may either be an aerial or land survey. Surveys must be completed by a surveyor registered in the State of Utah. If, following the notice and cure provisions provided for in 43 CFR 3601.62, the Purchaser refuses to conduct a survey, the Authorized Officer may suspend sales under the Contract, and the BLM will conduct a survey. The resulting costs will be billed to the Purchaser as an administrative cost, which must be paid prior to continued sales pursuant to the Contract. If following the notice and cure provisions provided for in 43 CFR 3601.62, a trespass is established by a BLM survey, then in such cases, the trespass will be considered willful and the Purchaser will be charged willful damages and sales under the Contract may be terminated.
26. Contracts for periods greater than five (5) years and for volumes less than 100,000 cubic yards of material (or weight equivalent) per year (when the Contract volume is divided by the Contract length), may be required to provide the BLM with a survey once every five (5) years on the anniversary date of the Contract. The Authorized Officer may require additional surveys as the Authorized Officer deems necessary. The survey may either be an aerial or land survey. If the Purchaser refuses to conduct a survey, the Authorized Officer will suspend operations until such time as the BLM can conduct a survey. The resulting costs will be billed to the Purchaser as an administrative cost, which must be paid prior to continuing operations. Any unauthorized use established by a survey will be considered willful. The operator will be charged willful damages and sales may be terminated.
27. All GIS and GPS data for the required surveys must be provided to the BLM prior to initiating surface disturbing activities, if a pre-disposal survey is required, within 30 days of receiving the request for an initial or interim survey, and within 90 days of concluding operation, if a post-disposal survey is required. All GIS and GPS data must be provided to the BLM in a format compatible with the BLM's ArcGIS Geographic Information System:
 - a. Acceptable data formats are:
 - i. Corrected Global Positioning System files with sub-meter accuracy or better, in UTM NAD 83; Zone 12;
 - ii. ARCGIS export files on a flash drive, shapefile, geodatabase.
 - b. Data may be submitted in any of the following formats: ARCGIS interchange, shapefile or geodatabase format, CD ROM in compressed or uncompressed format.
 - c. All data shall include metadata for each GIS layer, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (801) 977-4300.

II. Backhauling

1. **Backhauling of any materials and/or debris into any Contract area is not permitted unless approval is granted in writing by the Authorized Officer.** The backhauling of mineral materials and/or debris into a Contract area by the Purchaser or their contractors, subcontractors, customers or employees shall be cause for the Authorized Officer to immediately order the suspension and/or cancellation of all operations of the Purchaser. Purchaser will be liable for all costs of removal of backhauled materials and/or debris.
2. Approval to backhaul materials will only be granted by the Authorized Officer if the purchaser can demonstrate that the material will be used for the purpose of blending with the existing native mineral materials. The amount of backhaul allowed to be stockpiled on site will be limited to an amount determined by the Authorized Officer to be a reasonable amount.
3. The purchaser will be required to maintain a bond that will provide coverage for the cost incurred by the BLM should the backhauled material need to be disposed of by the BLM. The bond must cover the entire amount of backhauled material that is authorized in writing by the Authorized Office even if the actual amount stockpiled on site is less.
4. If approval to backhaul materials into the Contract area is granted by the Authorized Officer, the following apply:
 - a. Backhauled materials shall be clean and free of any deleterious materials (e.g., rebar, wood, etc.).
 - b. Backhauled materials shall be stockpiled in a readily identifiable, segregated area.
 - c. Backhauled materials will be shown as a separate volume on the monthly report for material removed from the Contract area.
 - d. Upon completion of mining, all remaining backhauled materials must be removed from the Contract area.

III. Reclamation

1. Upon Contract termination, the Purchaser shall complete all reclamation activities described in the approved reclamation plan within the timeframe allowed for in the Contract. Additional reclamation activities may be required by the Authorized Officer to address any changes in conditions, oversights and/or noncompliance issues.
2. Upon Contract termination, the Purchaser shall remove or dispose of all waste which has accumulated in the Contract area as a result of the mining operation. The term "waste", as used herein, includes, but is not limited to, garbage, human waste, trash, scrap, petroleum products and equipment.
3. Vertical cuts in unconsolidated material of three (3) feet or greater shall be graded to a horizontal to vertical slope ratio of three to one (3 to 1) as part of the reclamation.

IV. Air Quality

1. Vehicles/equipment and construction, operation, or maintenance activities shall meet federal, state, and local emission standards for air quality. If these activities are generating large amounts of dust that is limiting visibility or creating safety hazards (for workers or for the general public), water or other BLM Authorized Officer approved means will be applied for dust control.
2. Purchaser shall be responsible for dust abatement within the limits of the Contract area and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals, etc.). Purchaser

shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the Contract area.

3. Notwithstanding whether a violation of any air quality permit, law or regulation results, the Purchaser will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Purchaser.
4. 100% of sand and gravel trucks shall use load covers when transporting mineral materials by year four of the contract. In order to achieve compliance with this stipulation the following phased approach shall be implemented:
 - a. End of first year: 25% of sand and gravel trucks shall use load covers.
 - b. End of second year: 50% of sand and gravel trucks shall use load covers.
 - c. End of third year: 100% of sand and gravel trucks shall use load covers.
5. If DEQ does not require the Purchaser to have a dust control permit, the purchaser must provide a written statement from DEQ to the appropriate office before any ground disturbing activities take place.
6. Prior to termination of this Contract, the Purchaser shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and control measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.
7. During excavation, backfilling, and contouring; the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.
8. The BLM shall suspend the Contract of any operations failing to meet air quality regulations, if requested by the DEQ to do so. The BLM shall suspend the Contract of any operations with a pattern of violations (three violations in any one-year period) for air quality regulations, regardless of any request by the DEQ.

V. Survey Monuments

1. Purchaser shall protect all survey monuments found within the Contract area. Survey monuments include, but are not limited to, General Land Office and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any survey monuments are to be disturbed during operations, the Purchaser shall secure the services of a Professional Land Surveyor or a BLM cadastral surveyor to perpetuate the monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States. Purchaser shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the BLM cadastral surveyors or other Federal surveyors are used to restore disturbed survey monuments, the Purchaser shall be responsible for the survey cost. If construction causes impacts to any power line, please contact Rocky Mountain Power.

VI. Vegetation/Noxious Weeds/Land surface/Soil/Water/Riparian/Woodland/Forestry

1. Noxious Weeds: Purchaser shall be responsible for controlling all undesirable invading plant species (including listed noxious weeds and other invasive plants identified as undesirable by federal, state or local authorities) within the boundaries of their Contract area, including all operating and reclaimed areas, until reclamation activities have been deemed successful and responsibility has been released by the Authorized Officer.

Proposed control standards and measures must conform to applicable state and federal regulations. To avoid spreading noxious and/or invasive weeds, the following stipulations apply:

- a. Purchaser will limit the size of vegetation and/or ground disturbance to the absolute minimum necessary to perform the activity safely and as designed. Purchaser will avoid creating soil conditions that promote weed germination and establishment.
- b. Purchaser will coordinate activities regarding any proposed herbicide treatment with the BLM Weed Coordinator (801-977-4300). If herbicide treatment is needed, the Purchaser will prepare, submit, obtain and maintain a pesticide use proposal (PUP) for the Contract area. Weed treatments may include the use of herbicides approved for use on Public Lands by the BLM.
- c. Operator is responsible for submitting pesticide application records (PAR) to the BLM on an annual basis.
- d. Pesticides application must be performed by a state licensed applicator.
- e. Purchaser will begin operations in weed free areas whenever feasible before operating in weed-infested areas.
- f. Purchaser will locate pits and staging areas for the use of equipment storage, machine and vehicle parking or any other area needed for the temporary placement of people, machinery and supplies. These staging areas will be selected from locations that are relatively weed-free. Purchaser will avoid or minimize all types of travel through weed-infested areas or restrict major activities to periods of time when the spread of seed or plant parts are least likely.
- g. Purchaser will designate equipment cleaning sites if the Authorized Officer determines they are needed. The location of these sites will be coordinated with the BLM. Project related equipment and machinery (this especially includes the nooks and crannies of undercarriages) will be cleaned of all mud, dirt and plant parts before moving into relatively weed-free areas and when leaving weed infested sites. Seeds and plant parts need to be collected, bagged and deposited in landfills through the waste disposal system when practical (this is not meant to apply to service vehicles that will stay on roadways avoiding weed infested sites).
- h. Employees, contractors, visitors, etc. need to inspect their clothing and equipment and remove and dispose of any weed seed and plant parts found. Disposal methods vary depending on the project.
- i. Purchaser shall contact the BLM if any invasive/noxious weeds are found escaping beyond the project boundaries. Purchaser will be required to develop a BLM approved weed eradication plan to eliminate escaping invasive/noxious weeds found outside the project boundaries.
- j. Purchaser shall use weed free seed for reclamation and other organic products for erosion control, stabilization, or revegetation (e.g., straw bales, organic mulch, etc.) must be certified weed free.
- k. Purchaser shall ensure that all vehicles and equipment arriving at the site (including, but not limited to, drill rigs, dozers, support vehicles, pickups and passenger vehicles, including those of the operator, any contractor or subcontractor and invited visitors) do not transport noxious weeds onto the Contract area. Purchaser shall ensure that all such vehicles and equipment that will be traveling off constructed and maintained roads or parking areas within the Contract area have been power washed, including

the undercarriage, since their last off road use and prior to off road use within the Contract area. When beginning off road use within the Contract area, such vehicles and equipment shall not harbor soil, mud or plant parts from another locale.

- l. If a noxious weed infestation is known or later discovered within the Contract area, project related vehicles or equipment that have traveled through such an infestation shall be power washed including the undercarriage prior to leaving the site, at an established wash area. Wash water and sediment shall be contained in an adjacent settling basin. Should any vegetation emerge in the wash area or settling basin, it will be promptly identified and appropriately controlled if found to be an undesirable invasive plant.
 - m. Additional control and procedural information is documented in the Programmatic EISs Vegetation Treatments Using Herbicides on BLM Lands in 17 Western States and its Record of Decision (September 2007) and Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron on BLM Lands in 17 Western States and its Record of Decision (August 2016).
 - n. Any questions should be directed to the Salt Lake Field Office Weed Coordinator at (801) 977-4300.
 - o. Reclamation of disturbed sites will be required using a BLM-approved seed mix. Seed must be planted using a range-drill, harrow (e.g., rake harrow), imprinter, hand broadcast, or other approved implement. Seeding must take place during the appropriate season – fall through early winter – to ensure successful germination and recruitment.
 - p. Seeding operation will be considered a cultural weed treatment where successful establishment would prevent the establishment of invasive plants.
 - q. All equipment should be thoroughly cleaned prior to transport on public lands for reclamation operations.
2. Land surface treatment for areas previously disturbed: Following excavation, trenches shall be backfilled with the excavated mineral material. The mineral material shall be distributed and contoured evenly over the surface of the disturbed area. The surface shall be left rough to help reduce potential wind erosion and promote revegetation.
 3. Land surface treatment for areas previously undisturbed: Purchaser shall strip the top three (3) to six (6) inches, if available, of soil material with associated plant material over all surfaces to be disturbed. If less than three inches are present, then all available topsoil will be stripped. The stripped soil material shall be stockpiled, out of the way but still within the Contract area. During reclamation, after final earthwork and grading is complete, including trench backfilling and compaction, the Purchaser shall spread the stockpiled soil material with plant debris uniformly back on the surface of the reclaimed area.
 4. Soil/Water/Riparian/Floodplains: To reduce erosion and sedimentation within the project area, thereby reducing impacts to water quality, the Purchaser shall utilize best management practices as provided by Utah Department of Environmental Quality (UDEQ).
 5. Boreholes: If drilling boreholes, the Purchaser needs to follow Utah Division of Oil, Gas, and Mining (UDOGM) protocols for drilling. Purchaser shall consult with UDOGM to determine if a permit is needed. All holes should be drilled according to the UDOGM

regulations. All holes should be reclaimed according to UDOGM regulations and reclaimed immediately after drilling.

VII. Hazardous Material/Pesticides/Liability

1. No hazardous material, 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, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the Contract area at any time by the Purchaser. Purchaser shall immediately report any release of hazardous substances (e.g., leaks, spills, etc.) caused by the Purchaser or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of said reports to the initiating federal, state or local government agency.
2. Purchaser shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the Contract area potentially affecting the Contract area of which the Purchaser is aware.
3. As required by law, the Purchaser shall be responsible for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the Contract area.
4. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Purchaser shall obtain, from the Authorized Officer, written approval of a plan showing the type and quantity of pesticide to be used, pest(s) to be controlled, method of application, location of any temporary storage areas, how containers will be disposed of, and any other information deemed necessary by the Authorized Officer.
5. The plan shall be submitted no later than December 1st of any calendar year that covers the proposed activities.
6. Pesticides shall not be permanently stored on public lands authorized for use under this Contract.
7. Purchaser shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Purchaser agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the Contract), the United States against any liability arising from the Purchaser's use or occupancy of the Contract area, regardless of whether the Purchaser has actually developed or caused development to occur on the Contract area, from the time of the execution of this Contract, and during the term of this Contract. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Purchaser, its agents, contractors, or third parties. If the liability is caused by third parties, the Purchaser will pursue legal remedies against such third parties as if the Purchaser were the fee owner of the Contract area.
8. Notwithstanding any limits to the Purchaser's ability to indemnify and hold harmless the United States which may exist under state law, the Purchaser agrees to bear all

responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Purchaser's use or occupancy of the Contract area regardless of whether the Purchaser has actually developed or caused development to occur on the Contract area from the time of the issuance of this Contract to the Purchaser and during the term of this Contract.

VIII. Cultural

1. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Purchaser, or any person working on their behalf shall be immediately reported to the Authorized Officer. Purchaser shall 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. Purchaser will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Purchaser. Purchaser shall be responsible for the resultant mitigation costs.

IX. Migratory Birds

1. Migratory birds, including BLM sensitive species, may be present on the project site. Habitat altering operations should be scheduled outside of the breeding season. If ground or vegetation disturbing activities must occur within the migratory bird breeding seasons (raptors: January 1 to August 31; passerine birds and long-billed curlew: April 1 to July 31), surveys should be performed within the project area and the surrounding buffer areas (as described below) 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 Authorizing Officer (AO).
 - a. If no migratory birds are found nesting in the Project Area or adjacent buffer areas, then project activities may proceed as planned.
 - b. If migratory birds are present and nesting in the Project Area or adjacent buffer areas, the following measures must be incorporated during the project construction phase:
 - Passerine bird nests will be protected by a no-activity buffer with a radius of 100 feet until the nests are no longer active.
 - Long-billed curlew nests will be protected by a no-activity buffer with a radius of 200 meters until the nests are no longer active.
 - 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) to obtain the appropriate permits, and receive guidance on avoidance, minimization, and mitigation measures. Any exceptions to this requirement must have prior written permission.

- d. A qualified wildlife biologist is a person with documented ornithological knowledge of and/or sufficient experience with birds of the area and their behaviors. The person must be able to identify and locate these birds and their nests which may be present within the project area. The qualified wildlife biologist must be familiar with area bird behavior and be able to establish an adequate buffer area around nest sites.
- e. Upon selection of a qualified wildlife biologist the BLM shall be notified via letter containing the Contract serial number or the proponent may call a BLM wildlife biologist at (801) 977-4300. Documentation will be placed in the case file.
- f. Contract area surveys shall be done to ensure 100% coverage. Methods should be selected based on the plant community and/or topography. Field notes and reports shall thoroughly describe methodology and rationale for use and archived.

X. General Wildlife

1. Project materials and equipment that have been undisturbed/idle for >4 hours shall be inspected for wildlife prior to moving said material/equipment to reduce potential injury/mortality to wildlife. Materials and equipment that cannot be inspected, or from which wildlife cannot escape, shall be covered or otherwise made secure from wildlife intrusion and entrapment at the end of each workday.

XI. Kit Fox

1. Preconstruction surveys for kit fox will be conducted by a qualified biologist for the Project Area, plus a 200-foot buffer area. The preconstruction survey would be conducted no more than 30 days prior to initiation of ground disturbance/construction. If active kit fox dens are found, a 200 foot no-disturbance buffer around the dens will be maintained until they are no longer occupied.

XII. Riparian

1. No work or ground disturbing activities will occur within riparian areas or within 1,200 feet of a riparian area, without written approval of the Authorized Officer. Water courses and natural flow paths will not be disrupted or changed.