FORM 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
SHOSHONE FIELD OFFICE

Serial Number
IDI-37518

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:

City of Gooding
308 5th Ave W.
Gooding, ID 83330

receives a right to ~~construct~~, operate, maintain, and terminate **a water recharge site** located on public lands described as follows:

Boise Meridian, Idaho
T. 5 S., R. 15 E.,
sec. 26, NW¼NW¼, SE¼NW¼, NE¼SW¼, and NW¼SE¼ ;
sec. 27, N½NE¼, SW¼NE¼, NE¼NW¼, S½NW¼, NW¼SW¼;
sec. 28, SE¼.

   b. The right-of-way or permit area granted herein is: **approximately 2.6 miles long with variable widths and contains about 51.5 acres,** more or less.

   c. This instrument shall terminate on **December 31, 2044, about 30 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 the 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 part 2800 and 2880.

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

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

d. The stipulations, plans, maps, or designs set forth in exhibits **A (Stipulations), and B (Right-of-Way Location Map),** attached hereto or located in the associated case file, 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 of Holder)	(Signature of BLM Authorized Officer)
(Title)	(Title)
(Date)	(Effective Date of Grant)

EXHIBIT A
RIGHT-OF-WAY GRANT
IDI-37518 STIPULATIONS

1. The holder, by accepting this right-of-way grant, agrees and consents to comply with and be bound by the following terms and conditions:

    a. To the extent practicable, all Federal and State laws applicable to the authorized use and such additional Federal and State laws along with the implementing regulations that may be enacted and issued during the term of the grant.

    b. That in the operation, and termination of the authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, religion, disability or national origin and all subcontracts shall include an identical provision.

    c. When requested by the authorized officer, the holder shall make his equipment already at the site with operators, temporarily available for fighting fires in the vicinity of the project. Payment for such services will be made at rates determined by the authorized officer.

2. The Holder of this right-of-way grant or the Holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

3. There is reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under or adjacent to the land involved in this grant.

4. The authorized officer may suspend or terminate in whole or in part this right-of-way grant which has been issued when, in his/her 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.

5. Holder shall comply with all applicable federal laws and regulations existing or hereafter 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.) with regard to any toxic substances that are used, generated by or stored on the permit area or on facilities authorized under this permit. (See 40 CFR, Part 702=799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, 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 authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

6. The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substances 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.) on the permit area (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

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7. The holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant.

8. The right-of-way holder agrees that the United States shall be released and held harmless from loss, injury, damage and/or reduction in value of water rights should this land use authorization be suspended, or modified, or terminated according to its terms, or expires and is not renewed. If this land use authorization is suspended, modified, expires and is not renewed, or is terminated according to its terms, then the Lessee may initiate a water transfer with the Idaho Department of Water Resources (IDWR) pursuant to Idaho Code § 42-222 to move water associated with this land use authorization from federal public land to non-federally owned lands within sixty (60) days of the date the use of federal public land is no longer authorized in writing by BLM. The Lessee agrees to bear all costs of said water transfer. The United States agrees to cooperate in said water transfer, however, the Lessee agrees that upon completion of the water transfer, the Lessee shall not assume title to any water right(s) or portion thereof that describes acres within a place of use on federal public land, and any portion of the water right(s) not transferred shall remain solely in the name of the United States. If said water transfer is not initiated within sixty (60) days of the date this authorization expires or is suspended/terminated, or IDWR does not allow the transfer of all or a portion of the water used on federal public land associated with this land use authorization, then the Lessee agrees that any portion of the water use describing federal public land as a place of use shall be deemed abandoned, forfeited and no longer legally valid. The Lessee further agrees to release and hold harmless the United States from any loss, injury, damage and/or reduction in value of water rights should IDWR not allow transfer of the water right(s), or any portion thereof, and is abandoned, forfeited and no longer legally valid.

9. The holder shall conduct all activities associated with the operation and termination of the right-of-way within the authorized limits of the right-of-way. If at any time the holder wishes to reconstruct, remodel or relocate any portion of the right-of-way, or the improvements, prior written approval must be obtained from the authorized officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulations.

10. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.

11. During conditions of extreme fire danger, operations shall be limited or suspended in specific areas, or additional measures may be required by the authorized officer.

12. Any cultural and/or paleontological resource (historic or prehistoric site object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder 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. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

13. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing

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authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

14. The holder shall conduct all activities associated with the operation and termination of the right-of-way in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. The holder shall take resource conservation and protection measures on the right-of-way as the authorized officer deems reasonably necessary. Areas disturbed during activities associated with the operation and termination of the right-of-way shall be reseeded at the discretion of the authorized officer with a seed mixture and rate of success to be determined by the authorized officer.

15. No activities associated with the operation and termination of the right-of-way shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to adequately support construction equipment. If the holder needs to access these areas to perform required maintenance prior written approval must be obtained from the authorized officer. Areas disturbed during activities shall be rehabilitated at the discretion of the authorized officer.

16. The holder shall contact the authorized officer prior to the anticipated start of any surface disturbing activities. The authorized officer may require and schedule a conference with the holder prior to the holder commencing surface disturbing activities on the right-of-way.

17. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. 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).

18. The holder is responsible to ensure that the undercarriages of equipment and/or vehicles used in the operation and termination of the right-of-way be free of all soil and plant material prior to operating on public lands to reduce the establishment of new invasive, non-native species or the spread of existing species to new areas. High concentrations of noxious weeds in the immediate area of mechanical operations shall be mowed to ground level prior to the start of project activities. All equipment and vehicles operating off of main roads shall be cleaned off prior to leaving the job site when the job site includes noxious weed populations.

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

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20. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.

21. The holder shall keep the right-of-way area clean by removal of any debris or waste resulting from operational activities.

22. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.

23. If the designated access routes, roads, or trails are damaged by the holder, the holder will be required to repair the damage. All of holder's controlled equipment or equipment under contract to the holder operating upon such access routes, roads, or trails shall be maintained in a good and safe operating condition and shall be operated cautiously so as to minimize accident hazards. All equipment and vehicle operators shall have a valid license to operate the associated equipment or vehicle(s).

24. 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.

25. To avoid causing harm to migratory birds the installation and any subsequent maintenance activities that would disturb vegetation should avoid taking place during the migratory bird nesting season (Generally occurring February 1 through July 31st) or until occupied nest are no longer active. If the holder wishes to complete installation or maintenance activities that would disturb vegetation during the nesting period they will be required to conform to current policy concerning raptors and migratory birds. This may include having a qualified biologist inspect the area prior to and during activities and/or getting the any required permits from the United States Fish and Wildlife Service.

26. In the event that the public land underlying the right-of-way encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the right-of-way or the land underlying the right-of-way is not being reserved to the United States in the patent/deed and/or the right-of-way is not within a right-of-way corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the right-of-way shall be considered a civil matter between the patentee/grantee and the right-of-way Holder.

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