United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Coeur d'Alene Field Office
3815 Schreiber Way
Coeur d'Alene, Idaho 83815

In Reply Refer To:
IDI-33951 (IDC010)

March 5, 2014

CERTIFIED MAIL – 7013 1090 0001 6732 0532
RETURN RECEIPT REQUESTED

DECISION

Silver Mountain Corporation	:	Right-of-Way Grant
Attn: Karey Scholey	:	IDI-33951
610 Bunker Ave	:	
Kellogg, ID 83837	:	

Right-of-Way Grant IDI-33951 Issued
Rental Determined
Monitoring Fee Determined

Enclosed is a copy of your right-of-way (ROW) grant, serial number IDI-33951, which allows the use of a gondola, water and sewer line, and an existing road on public land.

The advance rental for the ROW is determined to be $5,211.98 for the period through December 31, 2014. BLM has received your advance rental for this period. Future billings will be based on the rent schedule in effect at that time.

It has been determined that your use of public land may contribute to the spread of noxious weeds. Noxious weeds fee for this ROW is determined to be $4,620. BLM has received your weeds fee.

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

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

Standards for Obtaining a Stay

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

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

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

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

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

If you have any questions, please contact Janna Paronto, Realty Specialist, at (208) 769-5037.

/s/ Kurt Pavlat

Kurt Pavlat
Field Manager

2 Enclosures:
1-Right-of-Way Grant IDI-33951
2-BLM Form 1842-1

FORM 2800-14
(August 1985)

Issuing Office
Coeur d'Alene Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
RENEWAL
SERIAL NUMBER IDI-33951 **RENEWAL**

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

2. Nature of Interest:

   a. By this instrument, the holder:

      Silver Mountain Corporation
      610 Bunker Avenue
      Kellogg, ID 83837

      receives a right to operate, maintain and terminate a mountain bike trail, a ski lift and several ski runs and an existing road on public lands described as follows:

      Boise Meridian,
      T. 48 N., R. 3 E.,
      section 7, lots 5, 8, 9, 10, 16, 17, 18;
      section 8, lots 1 thru 4, inclusive;
      section 17, lots 19, 23, MS 2915, MS3503;
      section 18, lot 23, MS 2915, MS 3503.

   b. The mountain bike trail is 10 feet wide and 3.83 miles long, and contains 4.65 acres, more or less. The ski lift and ski runs are variable in width and length and contain 30.8 acres, more or less. Total acreage for the facility is 35.45, more or less.

   c. This instrument shall terminate on December 31, 2023, 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. 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 regulations. 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 as directed by the authorized officer.

d. The plans and maps attached hereto are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

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

f. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his 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.

g. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer. (A regular maintenance program shall include, but is not limited to, ditching, culvert installation, and surfacing).

h. 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.

i. Road activities shall not be allowed when soils are saturated or frozen. No routine maintenance activities or use of the road shall be allowed during periods when the soil is too wet to adequately support equipment. If such equipment creates ruts in excess of 6 inches deep, the soil shall be deemed too wet to adequately support equipment.

j. Holder shall re-vegetate disturbed vegetation areas with seed and fertilizer mixtures as specified by the authorized officer.

k. Holder agrees to pay BLM the fair market value of any merchantable timber removed from the right-of-way within 60 days of cutting. The value of the timber removed shall be determined by the BLM Authorized Officer.

l. Holder agrees to pay $5,317.50 to a BLM fund established for control of noxious weeds. This fee will be re-assessed every 5 years.

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

n. Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the CERCLA of 1980, 42 U.S.C. 9601, et seq. or the RCRA of 1985, 42 U.S.C. 6901 et seq.) on the right-of-way 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.

o. 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.

p. 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.

q. In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the Grantee apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all maters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning a civil matter between the Grantee and the Grantor's successors and assigns.

r. **Where Constance's bittercress occurs:**

1. In all situations, BLM shall retain the authority to direct the holder in matters of realignment, reconstruction, transplanting, and other matters related to Constance's bittercress, a BLM Sensitive plant species. Upon approval by BLM, hand tools may be used to reduce the width of the trail corridor when trail segments cannot be realigned to avoid individual plants.

2. Transplanting of individual bittercress plants may be required to avoid direct impacts from trail construction, where determined by BLM to be feasible.

3. Maintenance/blading of existing roads used as trails shall be limited to only those shrubs and trees necessary to keep the roads open for safe mountain bike use and trail maintenance access. Now that trails have been built, maintenance of trails constructed for mountain bike use shall be limited to only the vegetation necessary to keep the trails open for safe mountain bike use.

4. Brush cutting along existing roads used as trails shall be limited to only those shrubs and trees necessary to keep the road open for safe mountain bike use and trail maintenance access. Brush cutting along trails constructed for mountain bike use shall be limited to only the vegetation necessary to keep the trails open for safe mountain bike use.

5. Herbicide shall not be used in areas with Constance's bittercress. The responsibility for weed treatment in the vicinity of Constance's bittercress plants should remain with the BLM. To discourage invasion and spread of weed species such as spotted knapweed (noxious), meadow hawkweed (noxious), orange hawkweed (noxious), and common tansy, this ROW across public land should be monitored, and, where necessary, treated with appropriate weed treatment methods for the duration of the grant.

6. In areas disturbed by trail construction and maintenance, holder shall use a seed mixture that is pre-approved by the BLM.

7. Holder shall erect trailhead and trailside signs so they do not impact individual plants, where feasible as determined by BLM.

8. Interpretive sign(s) shall be erected and maintained at trailhead(s) that shall describe the BLM's and Silver Mountain's efforts to protect Constance's bittercress, as well as discussing weed impacts on native plant communities, especially rare plants. The holder should replace the interpretive sign(s), approved by BLM, describing Constance's bittercress posted along the mountain bike trails each year. The content of such signs shall be approved in advance by the BLM.

9. The holder shall develop a plan, approved by the BLM, to monitor Constance's bittercress in the vicinity of the trails for the purpose of tracking the impacts of the trail on the plants.

10. The BLM and the holder should work cooperatively to map, with geographic positioning system technology, the mountain bike trail system. The resulting map(s) should depict existing roads used as trails, bike–specific trail construction that has been completed, thus far, and the additional, authorized, not-yet-built routes included in the ROW grant.

11. The BLM should continue to educate Silver Mountain employees regarding Constance's bittercress and its status as a BLM Sensitive plant species.

s. Insurance. The Holder shall indemnify the United States for all liability from third-party property damage (damage to property other than that owned by the Holder or the United States) and for all personal injury, loss of life, or property damage that arises in any way from activities connected with this grant. At a minimum, the Holder shall have in force liability insurance covering:

(1) damage to property in the minimum amount of $30,000;
(2) damage resulting in personal injury or death in the minimum amount of $1,000,000; and
(3) a minimum annual aggregate limit of $5,000,000.

The minimum amounts described above may be increased by the Authorized Office after giving 180 days written notice to the Holder. The coverage shall extend to property damage, bodily injury, and/or death arising out of the Holder's operations under the grant, including but not limited to the occupancy or use of the lands, structures, facilities, or equipment authorized by the grant. The Holder shall annually furnish either a copy of the insurance policy or certificate of insurance to the Authorized Officer.

The policy shall contain a specific provision or rider to the effect that the policy will not be canceled or its provisions changed or deleted before thirty (30) day's written notice by the insurance company to the BLM.

The insurance policy shall name the United States as an additional insured (not co-insured) and provide for specific coverage for the Holder's contractually assumed obligation to indemnify the United States. The name on the insurance policy or certificate of insurance shall be the same as the grant Holder.

t. Holder shall provide a performance bond, acceptable to the authorized officer, in the amount of $5,000 that must be maintained in effect until restoration of the right-of-way has been accepted by the BLM authorized officer.

u. Pre-Construction Conference. The Holder shall contact the Authorized Officer at least ten (10) days prior to the anticipated start of vegetation clearing activities for the start of ski lift activities, control installation activities, and snowmaking installation activities authorized under this grant. BLM may require and schedule a pre-construction conference with the Holder prior to Holder's activities in any of these areas. The Holder and/or a representative shall attend this conference as well as the Holder's contractor or other agents involved in activities conducted under authority of this grant.

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

_____	_____
(Signature of Holder)	(Signature of Bureau of Land Management's Authorized Officer)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Effective Date of Grant)

Form 1842-1
(September 2006)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS
1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

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

2. WHERE TO FILE

NOTICE OF APPEAL..... Bureau of Land Management, Coeur d'Alene Field Office
3815 Schreiber Way
Coeur d'Alene, ID 83815

WITH COPY TO SOLICITOR... Department of Interior, Boise Field Solicitor's Office
University Plaza
960 Broadway Ave, Suite 400
Boise, ID 83706

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

WITH COPY TO SOLICITOR..... Department of Interior, Boise Field Solicitor's Office
University Plaza
960 Broadway Ave, Suite 400
Boise, ID 83706

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

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

6. REQUEST FOR STAY..... Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and Petition for a Stay **must** also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

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

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

(Continued on page 2)

43 CFR SUBPART 1821--GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office ---------- Alaska
Arizona State Office --------- Arizona
California State Office ------- California
Colorado State Office -------- Colorado
Eastern States Office --------- Arkansas, Iowa, Louisiana, Minnesota, Missouri
and, all States east of the Mississippi River
Idaho State Office ---------- Idaho
Montana State Office --------- Montana, North Dakota and South Dakota
Nevada State Office ---------- Nevada
New Mexico State Office ---- New Mexico, Kansas, Oklahoma and Texas
Oregon State Office ---------- Oregon and Washington
Utah State Office ---------- Utah
Wyoming State Office -------- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

(Form 1842-1, September 2006)