



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Shoshone Field Office  
400 West F Street  
Shoshone, Idaho 83352-5284  
(208) 732-7200



In Reply Refer To:  
2870/IDI-38680 (IDT030) P

JUN 08 2018

CERTIFIED MAIL— 7015640000444409172  
RETURN RECEIPT REQUESTED

Decision

Jeffrey "Jae" Hill	:	
10312 NE 114 <sup>th</sup> Place	:	Right-of-way
Kirkland, WA 98033	:	Serial No. IDI-38680
	:	
	:	

Right-of-Way IDI-38680 Issued  
Monitoring Fee Determined

The Bureau of Land Management (BLM) Shoshone Field Office has approved an application from Jae Hill for a right-of-way grant authorizing the re-construction, operation, maintenance, and termination of an access road on public lands in Blaine County, Idaho. It is BLM's policy to allow owners of non-Federal lands surrounded by public lands, a degree of access that will provide for the reasonable use and enjoyment of the non-Federal land. Considering the location and the land-locked nature of Mr. Hill's property, granting the requested right-of-way is an action that would allow for the reasonable use and enjoyment of his non-Federal land. IDI-38680, as issued, reflects BLM's modification to the proposal presented by Mr. Hill's application, but continues to provide authorization to use and maintain an existing road for the purpose of accessing private property.

A description of the right-of-way proposal as modified by the BLM is provided below and includes changes in dimensions that reflect the best available information and changes in the allowable maintenance activities.

The modified right-of-way will allow for three linear segments that utilize the existing road prism. The Imperial Gulch Road segment is approximately 3,405 feet long, the lower driveway segment is approximately 680 feet long, and the upper driveway segment is approximately 80 feet long. The Imperial Gulch Road right-of-way segment will have a width of 30 feet and the driveway segments will have widths of 40 feet. The width of the right-of-way represents the total width of the road prism with additional width to accommodate maintenance activities. Maintenance activities will be required to be evaluated on a case by case basis and limitation on maintenance actions within the right-of-way may be identified by the authorized officer.

The right-of-way grant authorizes the right-of-way holder to maintain the Imperial Gulch Road in its current location and condition. Maintenance will be completed on an as needed basis and may include spot grading, spot graveling, trimming vegetation encroaching into the travel-way, and repairing washouts. All grading on the Imperial Gulch Road will be limited to areas that have become damaged from use or washouts and where the grading will improve or maintain the current level of drainage. Spot graveling will be allowed alone or in combination with grading to repair ruts, potholes, and low spots. Adding gravel to the road surface should be used only when it can improve the road profile in specific locations to help shed run off and precipitation. Adding and compacting gravel on the entirety of the Imperial Gulch Road is not authorized by this right-of-way grant without an updated road design and additional review and approval by the authorized officer. Likewise, snow removal is not authorized by this right-of-way grant without an updated snow removal plan that addresses high snow loads, drainage, and flood control. The updated snow removal plan would require additional review and approval by the authorized officer. Additional terms and conditions concerning road maintenance are provided in the right-of-way grant.

Two road segments make up the "driveway" portion of the right-of-way. The lower driveway begins at Imperial Gulch road and traverses upslope to private property. The road continues on private property and re-enters public lands to form the additional 80 feet of road referred to as the upper driveway. The driveway segments were improved and/or constructed in the 1990s to provide access to the private property. Within the lower driveway segment a culvert was installed in a small gully to allow for spring runoff to pass. This culvert was washed out following a wildfire and heavy rain event in 2013. The rest of the driveway segment continues to be in a stable condition; however, non-use resulting from the washout has allowed vegetation to encroach into the road.

The right-of-way grant authorizes the holder to repair the washed-out section of the lower driveway segment, including installation of a new culvert, removal of encroaching vegetation, adding cross drain structures (i.e. rolling dips or culverts), grading the road surface, and seeding the existing cut and fill slopes. After the initial repairs are completed, the holder will be allowed to complete regular maintenance as needed. Regular maintenance on the driveway section of the road will be similar to maintenance described for the Imperial Gulch Road segment, but will also allow for clearing and repairing drain structures and continued stabilization of the cut and fill slopes.

Prior to initiating construction or other surface disturbing activities (including maintenance) on the right-of-way, the holder is required to request written authorization from the authorized officer in the form of a notice to proceed. Details concerning the planned construction and/or maintenance would need to be included with each request. The notice to proceed would identify restrictions or limitations to the planned construction and/or maintenance if the activities would be conducted during seasonal restrictions for raptors and migratory birds, would occur near cultural sites, or would result in an upgraded road condition.

The right-of-way grant does not authorize paving or other surfacing beyond spot graveling. Additionally, the right-of-way is intended to provide physical and legal access to private property and does not authorize parking, storage, landscaping or development not normally associated with an access road.

The amended application requested authorization to allow the possible installation of utilities. There is an existing right-of-way grant to Idaho Power Company that would allow them to install a power line on public lands within the proposed right-of-way. Mr. Hill has identified that there is no specific plans or specific timeframe to install utilities and that he may rely on other sources for electricity and communications. Given the uncertainty and minimal information provided regarding the request to

authorize utilities, the right-of-way grant does not authorize utilities. If utilities are needed in the future, the right-of-way holder may apply for an amendment to the right-of-way to allow for utilities.

The right-of-way grant, as issued, does not express or imply access to a right-of-way across private property. Interested parties have provided comments concerning portions of Imperial Gulch Road that are located on private property and are necessary to access the right-of-way on public lands. The BLM recognizes that lawful access across private property is needed to utilize the right-of-way as authorized; however, addressing this issue is outside the scope of BLM's authority and will need to be addressed by the right-of-way holder through coordination with the affected property owners.

Based on a review of the right-of-way proposal as modified by BLM and categorical exclusion (CX), it has been determined that the proposed action would not result in unnecessary or undue environmental degradation and is in conformance with the applicable land use plan. It is the decision of the authorized officer to grant Jae Hill a right-of-way across public lands pursuant to the authority of Section 302(b) of the Federal Land Policy and Management Act. Enclosed is a copy of the executed right-of-way grant, serial number IDI-38680.

It has been determined that a CX is appropriate in this situation because there are no extraordinary circumstances having effects that may significantly affect the environment. The CX (DOI-BLM-ID-T030-2017-0035-CX) describing the right-of-way is available at the BLM's e-planning website ([https://www.blm.gov/epl-front-office/eplanning/nepa/nepa\\_register.do](https://www.blm.gov/epl-front-office/eplanning/nepa/nepa_register.do)) or by contacting the Shoshone Field Office.

Right-of-way holders must pay a fee to BLM for the costs that will be incurred from monitoring the operation and maintenance of the authorized use. These fees are categorized according to the number of work hours necessary to monitor the grant, and are not refundable. It has been determined that the appropriate Monitoring Category for this grant is Category 3, which requires a fee of \$816.00; the BLM has received this fee.

Rent for use of public lands must be paid in advance of such use and prior to issuance of the right-of-way grant. The BLM has received an advance rent payment through December 31, 2020. The right-of-way holder will continue to be billed for the use of public lands as future payments become due.

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, the 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.

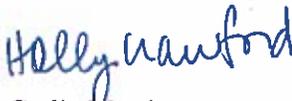
#### Standards for Obtaining a Stay

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 Kasey Prestwich, Realty Specialist, at (208) 732-7204 or via email at [kprestwich@blm.gov](mailto:kprestwich@blm.gov).

Sincerely,

  
for Codie Martin  
Shoshone Field Manager

2 Enclosures:

- 1- Executed ROW Grant, IDI-38680 (8 pp)
- 2- Form 1842-1 (2 pp)

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

- 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).
- 1. NOTICE OF APPEAL.....**
- 2. WHERE TO FILE**
- Department of the Interior/Bureau of Land Management  
Shoshone Field Office  
400 West 'F' Street  
Shoshone, Idaho 83352
- NOTICE OF APPEAL.....
- Office of the Solicitor/Boise Field Solicitors Office  
University Plaza  
960 Broadway Avenue, Suite 400  
Boise, Idaho 83706
- WITH COPY TO SOLICITOR...
- 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.....
- Office of the Solicitor/Boise Field Solicitors Office  
University Plaza  
960 Broadway Avenue, Suite 400  
Boise, Idaho 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.

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

Issuing Office

SHOSHONE FIELD OFFICE

Serial Number

IDI-38680

1. A non-exclusive, non-possessory right-of-way 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:

Jeffery "Jae" Hill  
16080 NE 85<sup>th</sup> St, Apt. N405  
Redmond, WA 98052

receives a right to construct, operate, maintain, and terminate an access road right-of-way as described in casefile IDI-38680, on a portion of public lands described as:

Boise Meridian, Idaho  
T. 3 N., R. 17 E.,  
sec. 14, lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
sec. 23, lot 1.

- b. The right-of-way or permit area granted herein is: approximately 4,165 feet long, has a variable (30-40 foot) width, and encompasses 3.04 acres, more or less.
- c. This instrument shall terminate on December 31, 2048, approximately 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 exhibit(s) A (Stipulations) and B (Right-of-Way Map), attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

*Jeffrey Hill*

(Signature of Holder)

*Holly Crawford*

(Signature of BLM Authorized Officer)

(Title)

*Acting Field Manager*

(Title)

*22 May 2018*

(Date)

*6/8/2018*

(Effective Date of Grant)

**EXHIBIT A  
RIGHT-OF-WAY GRANT  
IDI-38680 STIPULATIONS**

**Standard Stipulations**

1. The Holder shall conduct all activities associated with the construction, operation, maintenance and termination of the ROW within the authorized limits of the ROW.
2. 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 or permit.
3. 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.
4. 90 days prior to termination of the right-of-way, the Holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the Holder's commencement of any termination activities.
5. There is reserved to the Secretary of the Interior, or his/her 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.
6. The Holder shall notify the authorized officer of any change of mailing address within 30 days of such change.
7. Holder shall, within 30 days following completion of the facility, submit proof of construction. Said proof shall include "as built" drawings of the authorized facilities including but not limited to a centerline survey, road designs, and highlighting any changes from the approved design.
8. If any emergency repair activity results in disturbance outside a previously disturbed area and/or the existing ROW boundary, the Holder will notify the authorized officer within 3 days of the occurrence. Upon review, the authorized officer may conclude the emergency repair activity is a substantial deviation. Substantial deviations require an amendment.
9. 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 authority if

known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during Holder's 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.

10. 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.
11. The Holder shall not initiate any construction or other surface disturbing activities on the ROW without prior written authorization from the Authorized Officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.
12. Specific sites as identified by the authorized officer (e.g., archaeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles are not allowed shall be clearly marked onsite by the Holder before any construction or surface disturbing activities begin. The Holder shall be responsible for assuring that construction personnel are well trained to recognize these markers and understand the equipment movement restrictions involved.
13. Holder shall remove only the minimum amount of vegetation and/or topsoil necessary for the construction and/or maintenance of structures and facilities.
14. Holder shall limit excavation to the areas of construction. All off-site borrow areas must be approved in writing by the authorized officer in advance of excavation. All waste material resulting from construction or use of the site by Holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the authorized officer in advance of use.
15. Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
16. Right-of-Way shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ash, and equipment that are a result of the Holder's activities.
17. Construction and/or maintenance-related traffic shall be restricted to routes approved by

the authorized officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the authorized officer. Authorized roads used by the Holder shall be rehabilitated or maintained when construction activities are complete.

18. 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. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license or be under the direct supervision of a licensed applicator.
19. The Holder(s) 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 ROW or any of the ROW facilities, or used in the construction, operation, maintenance or termination of the ROW or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended, (hereinafter "CERCLA") and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended, (hereinafter "RCRA") and its regulations. The term hazardous material also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 U. S. C. § 2011 et seq., as amended. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. § 9601(14), nor does the term include natural gas.
20. The ROW Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.) on the ROW (unless the release or threatened release is wholly unrelated to the ROW Holder's activity on the ROW). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.
21. The Holder(s) shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. § 2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the ROW or on facilities authorized under this ROW grant. (See 40 CFR Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR Part 117 shall be reported as

required by the Comprehensive Environmental Response, Compensation, and Liability Act, section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

22. During conditions of extreme fire danger or when the State of Idaho and/or the BLM Idaho State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional measures may be required by the authorized officer.
23. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent wildfires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM authorized officer or Fire Dispatch 800-974-2373 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.
24. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the authorized officer. The BLM Authorized Officer will determine avoidance, protection or mitigation measures in consultation with the Holder, Idaho SHPO, and affected Tribes. Costs associated with the discovery, evaluation, protection or mitigation of the discovery shall be the responsibility of the Holder.
25. Any cultural and/or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the Holder, or any persons working on his 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 mitigation, and any decision as to proper avoidance, protection or mitigation measures will be made by the authorized officer after consulting with the Holder and others under Section 106 of the National Historic Preservation Act.
26. Operations and maintenance within the ROW shall comply with the most current nest management guidelines provided by the U.S. Fish and Wildlife Service (USFWS) as clarified in ID-IB-2010-039, or most recent guidance.
27. If proposed operations and maintenance activities are located within one mile of bald or golden eagle nests, the Holder shall coordinate with the BLM and the USFWS to determine the likelihood of disturbance and any appropriate measures necessary to comply with the Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.).
28. As much as possible, operations and maintenance activities within the R/W shall be

conducted in a manner that avoids and/or minimizes take of migratory birds as defined in the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. § 703 et seq.) as amended. If any ground disturbing activities (e.g., soil disturbance or vegetation removal) must occur during the nesting season (March 15th – July 31st), the Holder shall coordinate with the BLM and USFWS to determine appropriate measures to comply with the MBTA. At a minimum, the Holder shall consider conducting ground disturbance and vegetation removal either prior to or following the nesting season to avoid take during the nesting season.

29. The Holder shall be responsible for weed control, including noxious weeds and non-native invasive plants that result from construction, use, or maintenance authorized in the Holder's ROW grant. The Holder must coordinate with the Authorized Officer and/or local authorities for acceptable weed control measures (within limits imposed in the grant stipulations) prior to implementing weed treatments. If herbicides are to be used for weed control, the applicator(s) shall hold a current State of Idaho applicator's license or be under the direct supervision of a licensed applicator.
30. The Holder is responsible for ensuring the undercarriages of equipment and/or vehicles used within the ROW are free of all soil and plant material prior to operating on public lands to reduce the establishment of new invasive, non-native species and/or the spread of existing species to new areas.
31. The Holder shall seed all disturbed areas with an agreed upon seed mixture, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the 3rd growing season.

#### **Special Stipulation**

1. The Holder is responsible for securing any additional permits or authorizations from federal, state, or local governments required by law if/when applicable to the holder's development, use, and maintenance of the approved facilities within the right-of-way.

**IDI-38680**

Access Road  
Right-of-way



**Overview Map**

Imperial Gulch Road and Driveway



**Legend**

- 38680\_road
- Bureau of Land Management
- State
- NPS
- Forest Service
- Private, other



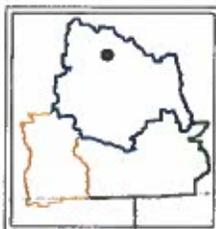
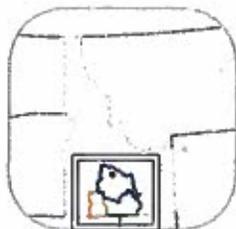
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Date Created: 12/18/2017  
Created By: kprestwich

NAD 1983 UTM Zone 11N

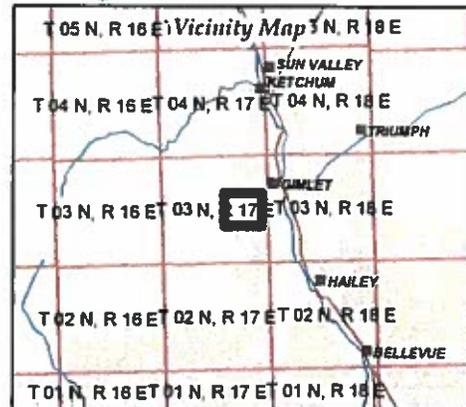


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**BLM Administrative Unit**

- Burley Field Office
- Jarbidge Field Office
- Shoshone Field Office



**IDI-38680**  
**Access Road**  
**Right-of-way**



**Overview Map**  
**Imperial Gulch Road and Driveway**

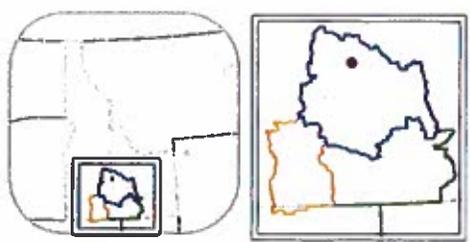
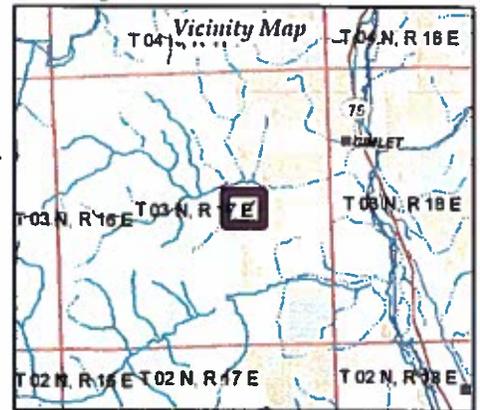


- Legend**
-  38680\_road
  -  Bureau of Land Management
  -  State
  -  NPS
  -  Forest Service
  -  Private, other



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1:7,778  
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-  Burley Field Office
  -  Jarbidge Field Office
  -  Shoshone Field Office

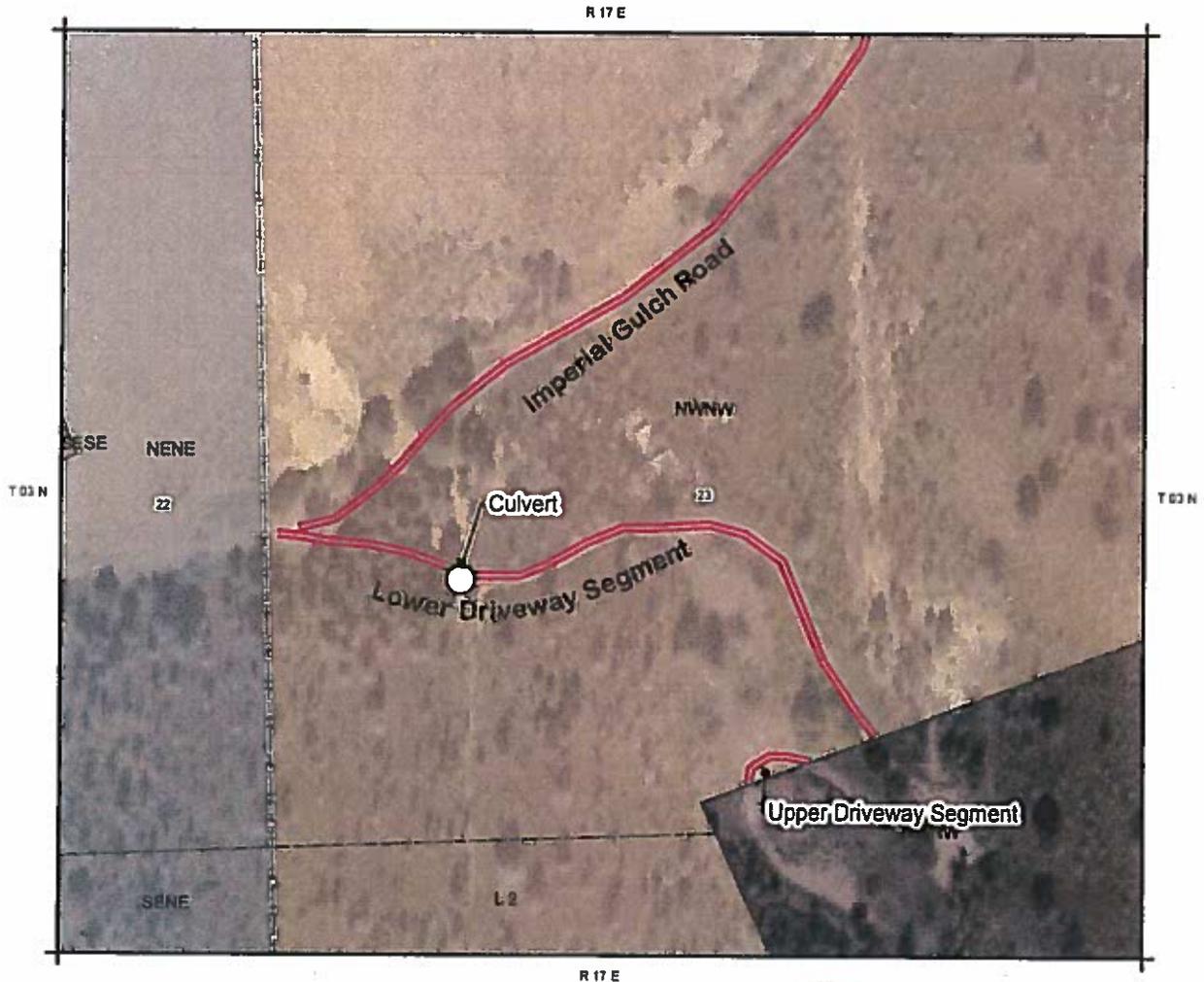
# IDI-38680

Access Road  
Right-of-way



## Upper Right-of-Way Detail Map

Imperial Gulch Road and Driveway



- Legend**
- 38680\_road
  - Bureau of Land Management
  - State
  - NPS
  - Forest Service
  - Private; other



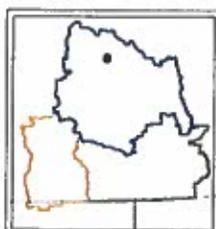
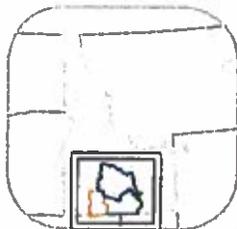
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- BLM Administrative Unit**
- Burley Field Office
  - Jarblidge Field Office
  - Shoshone Field Office

