

MHC 408829

2021-014788
Klamath County, Oregon
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Fee: \$117.00

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Klamath Falls

Serial Number
OROR 070411

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 The Mule Deer Foundation, 1939 South 4130 West, Ste H., Salt Lake City, UT 84104 receives a right to construct, operate, maintain, and terminate a existing access road on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Willamette Meridian, Oregon

T. 40S., R. 10E.,

sec. 3, SW1/4SW1/4NW1/4, NE1/4SW1/4 and NW1/4SW1/4,

sec. 4, NW1/4NE1/4, SE1/4NE1/4 and N1/2NW1/4,

sec. 5, S1/2NE1/4NE1/4, S1/2NW1/4NE1/4, E1/2SW1/4NE1/4.

The areas contains 10.65 acres.

- b. The right-of-way or permit area granted herein is 30 feet wide, 15,470.4 feet long and contains 10.65 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on 12/31/2041, 20 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 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 Map, dated 06/17/2021, 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.

Joel A. Pender
(Signature of Holder)

PRESIDENT / CEO
MULE DEER FOUNDATION

7 JULY 2021
(Date)

[Signature]
(Signature of Authorized Officer)

Field Manager
(Title)

8/9/21
(Effective Date of Grant)

EXHIBIT A
OROR 070411 THE MULE DEER FOUNDATION
STIPULATIONS

By accepting this grant, the Holder agrees to comply with and be bound by the following terms and conditions. During operation and maintenance of the right-of-way (ROW) on Bureau of Land Management (BLM) lands, Holder shall:

1. Comply with all existing and subsequently enacted, issued, or amended Federal laws and regulations and state laws and regulations applicable to the authorized use.
2. Rebuild and repair roads, fences, and established trails destroyed or damaged by Holder's use of the right-of-way.

More specifically:

A. Conditions of Approval to Protect and Maintain Road

1. Holder shall maintain the road right-of-way in satisfactorily safe condition.
2. Holder shall obtain written approval from the Authorized Officer of the BLM before creating cooperative maintenance agreement(s) with joint users/holders within the same right-of-way area to the extent applicable. Such cooperative agreement(s) shall not relieve Holder of liability for maintenance and repair resulting from wear or damage to the road in accordance with this grant.
3. Holder shall furnish the Authorized Officer a copy of all cooperative maintenance agreements entered into with joint users/holders of the right-of-way.
4. Holder shall notify the Authorized officer of any non-emergency maintenance or repairs **prior** to taking action on the road/right-of-way area. Holder shall notify the Authorized Officer of any emergency maintenance or repairs within 72 hours of the event necessitating maintenance/repairs.
5. During any road closure period identified by the BLM (i.e. winter or spring), Holder shall use the road only when it is frozen or dry and shall not use the road during wet conditions. If the road or right-of-way is damaged by Holder, Holder shall be required to pay for road maintenance and/or make adequate repairs to road surface and drainage features as necessary to keep the road in satisfactory condition, prevent excessive erosion, and to protect the road from winter and spring road use damage.
6. Except in emergency situations affecting Holder, the Authorized Officer may suspend use of the road during periods when the BLM lands are closed by lawful authority. The Authorized Officer may also suspend use of the road due to weather conditions when unrestricted use would cause excessive damage.

7. Holder shall restore, re-vegetate, and remediate erosion and conduct any other rehabilitation measure the Authorized Officer determines necessary.
8. Holder shall grant the BLM an equivalent authorization for an access road across Holder's road(s) if the Authorized Officer determines a reciprocal authorization is needed in the public interest and the grant issued to you is also for road access.
9. Holder shall immediately notify all Federal, state, tribal and local agencies of any release or discharge of hazardous material reportable to such entity under applicable law. Holder shall also notify the Authorized Officer at the same time and provide him/her a copy of any written notification prepared pursuant to such release/discharge.
10. Holder shall not dispose of, or store hazardous material on the right-of-way, unless explicitly provided by the terms, conditions, and stipulations of the authorized grant.
11. Holder shall control and remove any release or discharge of hazardous material on or near the right-of-way arising in connection with use and occupancy of the right-of-way, regardless of whether the release or discharge is authorized under the grant. Holder shall also remediate and restore lands and resources affected by the release or discharge to the Authorized Officer's satisfaction and to the satisfaction of any other Federal, state, tribal, or local agency having jurisdiction over the land, resource, or hazardous material.
12. Holder shall notify the Authorized Officer of commercial users of the road operating within the Holder's private property.

B. Conditions of Approval to Protect Cultural Values

1. If Holder discovers or unearths cultural resources during operations on the right-of-way, activity in the vicinity of the cultural resource shall cease and Holder shall notify the Authorized Officer immediately. Cultural resources consist of stone tools, arrowheads, ceramics, structures, tin cans, bottles, glass, bone, buried charcoal and other prehistoric or historic materials. Holder shall be responsible for the cost of evaluation and any decision as to proper mitigation measures made by the Authorized Officer.
2. Pursuant to 43 C.F.R. § 10.4, Holder shall 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, Holder and its agents (project leader/operator/etc.) shall cease activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.
3. Holder and its agents (project leader/operator/etc.) are responsible for informing all persons associated with use of this right-of-way area and road that they will be subject to prosecution for knowingly disturbing Native American Indian shrines, historic and prehistoric archeological sites, or for collecting artifacts of any kind, including historic items and/or arrowheads from Federal lands pursuant to the 1906 American Antiquities Act (P.L. 59-209; 34 Stat. 225; 16 U.S.C. §§ 432, 433); the Archaeological Resources Protection Act of 1979

(P.L. 96-95; 93 Stat. 721; 16 U.S.C. § 470ee as amended); and/or other applicable federal laws.

C. Conditions of Approval to Protect Wildlife

1. Holder shall use and apply the Fish and Wildlife Service Bald Eagle Management guidelines concerning Bald and Golden Eagles. The Seasonal Restriction period occurs from Jan 1-August 31. These guidelines can be found at the following web site:
2. <https://www.fws.gov/pacific/eagle/documents/NationalBaldEagleManagementGuidelines.pdf>
3. For all other raptors Holder shall use and apply the latest information on the critical nesting period for the raptor species and implement seasonal restrictions from human-caused disturbance that may result in nest failure or abandonment.
4. Pursuant to adaptive management practices, the Authorized Officer may issue additional wildlife stipulations to Holder as necessary.

D. Conditions of Approval to Protect Botanical Resources and Prevent Weeds

1. Holder shall refer to BLM Manual 6840 (Special Status Species Management) for policy and guidelines for the conservation of BLM botanical special status species and their associated habitat within BLM-administered lands.
2. Holder shall use native material including certified weed-free or weed-seed-free plant material (e.g., rice straw, mulch, seeds, etc.) for erosion control and/or road maintenance.
3. To discourage weed seed germination and establishment, Holder shall retain native vegetation in and around project activity areas and keep soil disturbance to a minimum.
4. All equipment and vehicles operating off main roads shall be cleaned off prior to entering public lands and before leaving job sites when the job site contains noxious weed populations. Holder shall remove all dirt, grease, and plant propagules which have the potential to transport noxious weed seeds and/or vegetative parts with a pressure hose.
5. Holder shall locate and use weed-free project staging areas. Holder shall avoid or minimize all types of travel through weed-infested areas or restrict travel to periods when the spread of seeds or propagules is least likely.
6. Holder shall prevent the introduction and spread of weeds associated with soil disturbance and movement of weed-contaminated sand, gravel, borrow, and fill material. Holder shall inspect aggregate material sources on job sites and ensure that they are weed-free before use and transport. Holder shall treat weed-infested sources to eradicate weed seed and plant parts. Holder shall strip and stockpile contaminated material before any use of pit material. Holder shall survey the area where material from treated weed-infested sources is used for at least three (3) years after project completion to ensure that any weeds transported to the site(s) are promptly detected and controlled.

7. Holder shall determine weed prevention and maintenance needs in coordination with BLM staff, including the use of herbicides, at the onset of project planning. Before ground-disturbing activities begin, Holder shall inventory weed infestations and prioritize areas for treatment in project operating areas and along access routes. Any herbicides used shall be approved by the Authorized Officer prior to use.

E. Conditions of Approval to Prevent Wildfire

1. Holder shall take all reasonable action to prevent and suppress wildfires on or in the immediate vicinity of the right-of-way areas. Holder shall abide by current fire restrictions.
2. Holder shall comply with all current Federal fire restrictions based on current industrial fire precaution levels (IFPL). During declared fire season the precaution level will be determined by the Lakeview District Office and will be available daily on the South Central Oregon Fire Management Partnership (SCOFMP) website at scofmp.org or by calling (541) 974-6259.

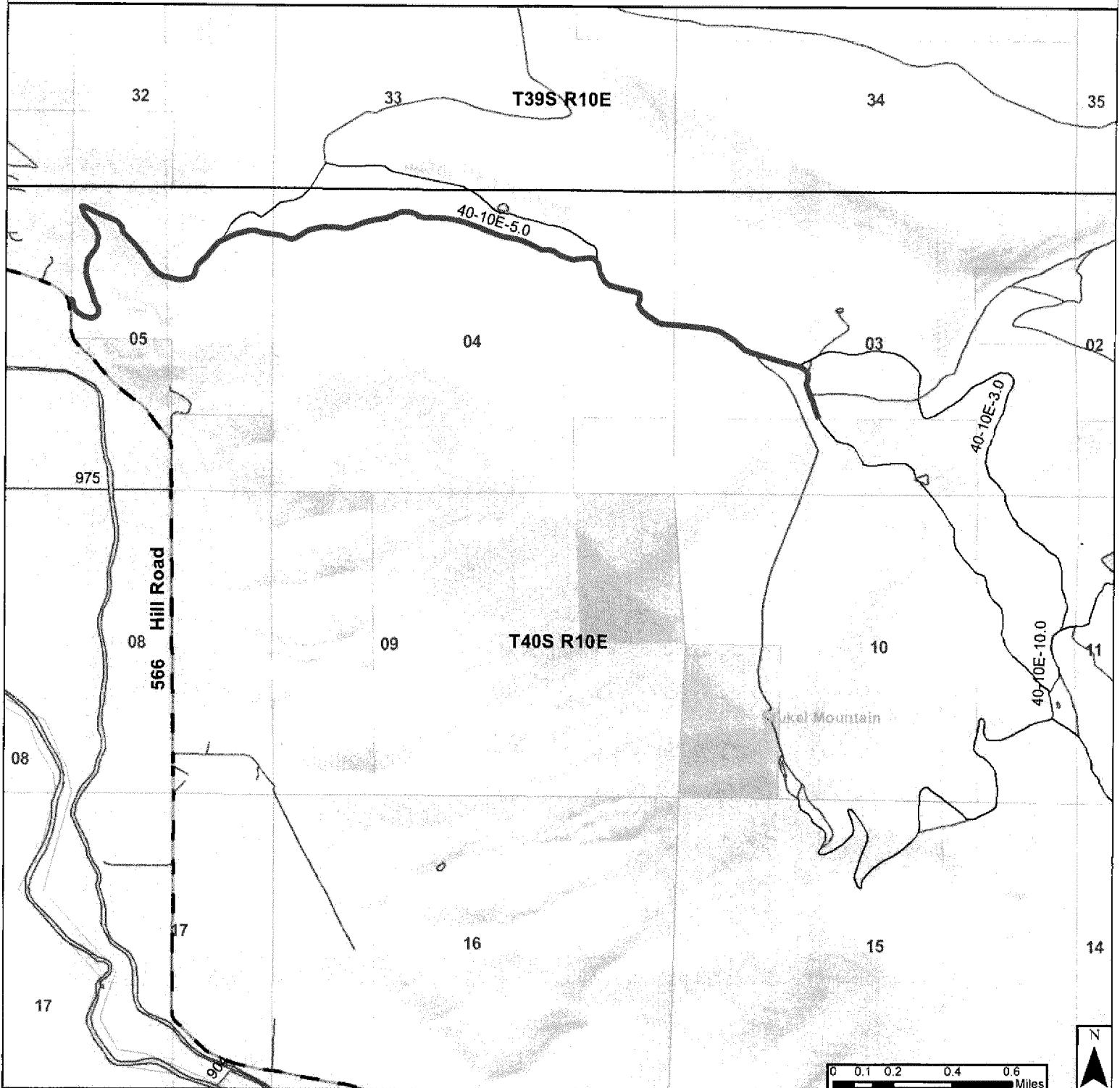
F. Miscellaneous Conditions of Approval

1. If applicable, Holder shall post the lease or right-of-way Serial Number on all structures authorized by the lease or grant where practical.
2. Holder shall contact the Authorized Officer in the event of a name or address change or sale of the Holder's property for which this right-of-way pertains.
3. If this grant is a long-term grant, Holder shall contact the Authorized Officer in writing 180 days prior to the expiration of this grant for renewal or relinquishment procedures.
4. Holder shall not discriminate against any employee or applicant for employment during any phase of the project because of race, creed, color, sex, or national origin. Holder shall also ensure that its agents to not discriminate.
5. Holder shall pay processing and monitoring fees and rent described in 43 CFR § 2805.16 of this subpart and § 2806 of this part.
6. If the Authorized Officer requires, Holder shall obtain, and/or certify that it has obtained, a Performance and reclamation bond or other acceptable security to cover all losses, damages, or injuries to human health, the environment, and property in connection with Holder's use and occupancy of the right-of-way, including costs associated with terminating the grant, to secure all obligations imposed by the grant and applicable laws and regulations. If Holder plans to use hazardous materials in connection with the use of the grant, Holder shall provide a bond that covers liability for damages and injuries resulting from releases or discharges of hazardous materials. The Authorized Officer may require a bond, an increase or decrease in the value of an existing bond, or other acceptable security at any time during the term(s) of the grant.
7. Holder assumes full liability if third parties are injured or damages occur to property on or near the right-of-way (see 43 CFR § 2807.12 of this part).

8. Holder shall comply with project-specific terms, conditions, and stipulations.
9. Holder shall ensure that activities in connection with the grant comply with air and water quality standards or related facility citing standards required in applicable Federal or state law or regulations.
10. Holder shall control or prevent damage to scenic, aesthetic, cultural, and environmental values, including fish and wildlife habitat, public and private property, and public health and safety.
11. If applicable, Holder shall ensure that facilities on and along the right-of-way are constructed, operated, maintained, and terminated in a manner consistent with the grant.
12. When state standards are more stringent than Federal standards, Holder shall comply with state standards regarding public health and safety, environmental protection, citing, constructing, operating, and maintaining any facilities and improvements on/along the right-of-way.
13. This grant may be terminated if the BLM determines that Holder is manufacturing, distributing, dispensing or possessing with intent to manufacture, distribute or dispense a controlled substance on the public lands described herein in violation of the Controlled Substances Act of 1970, 21 USC § 801 et seq.
14. Holder shall certify compliance with all requirements of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., when accepting, assigning, renewing, amending, or terminating the grant.
15. Holder shall comply with all liability and indemnification provisions and stipulations in the grant.
16. Holder shall, as the Authorized Officer directs, provide diagrams and/or maps showing the location of any constructed facility.
17. Holder shall comply with all other stipulations the Authorized Officer may require as necessary.

Exhibit B: OROR 070411

Mule Deer Foundation



- Proposed ROW: OROR 070411
- Major Road
- Minor Road
- Unknown Road
- Bureau of Land Management
- Other Federal
- Private/Unknown



Klamath Falls Field Office
 Lakeview District - BLM
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 Klamath Falls, Oregon 97603
 541-883-6916



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.