

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MANUAL TRANSMITTAL SHEET

Release

2-290

Date

01/31/02

Subject

H-2100-1 - ACQUISITION

1. Explanation of Material Transmitted: This release transmits the procedures for acquisition of lands and interests in land. It includes thirteen chapters containing an overview of the acquisition process; policy; glossary and abbreviations; planning, programming, and budget; document preparation; negotiation; title evidence/clearance; closing; relocation assistance; condemnation; disposal; national agreements; and post acquisition processing.
2. Reports Required: None.
3. Material Superseded: All previous manuals and handbooks with Release Numbers 2-214, 2-215, 2-236, 2-237, 2-238, 2-239, and 2-252 pertaining to acquisition, acquisition management, acquisition processing, disposal, and condemnation have been superseded by the subject handbook. The Manual 2140 and Handbook H-2101-4 - Preacquisition Environmental Site Assessments are not superseded by this handbook.
4. Filing Instructions: File as directed below.

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Assistant Director, Minerals, Realty, and Resource Protection



Bureau of Land Management

H-2100-1 - Acquisition

Handbook

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Illustration

Acquisition Casefile Organization

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LR2000 Data Standards

Chapter I - Overview of the Acquisition Process

I. Purpose and Objective.

A. **Purpose.** The purpose of this Manual, which contain the requirements for acquisition policy and acquisition management, is as follows:

1. Determination of the need for acquisition of lands or interests in lands through planning and on-the-ground location.
2. Methods used to acquire legally sufficient rights to meet resource management needs, including negotiated purchase, donation, exchange, and condemnation.
3. Procedures used in the acquisition process, including document preparation, negotiations, title evidence, clearance and opinion, closing procedures, relocation and condemnation.
4. Disposal of acquired rights.
5. National agreements.
6. Post acquisition processing.

B. **Objective.** The objective is to provide uniform, Bureau-wide guidance for the acquisition of lands or interests in lands necessary for management of public lands.

II. **Rights To Be Acquired.** When acquiring lands or interests in lands, the BLM manager must thoroughly evaluate all management needs and acquisition alternatives. The interests to be acquired may not exceed BLM management requirements; but at the same time, they must be sufficient to adequately manage the public lands and its resources. Opinions by the Comptroller General and Solicitor require that the United States must have jurisdiction over non-Federal lands in order to expend appropriated funds on these lands. Appropriated funds may be used for the improvements only after adequate interests have been obtained. The BLM has an array of acquisition alternatives as discussed in *Chapter IV, Planning, Programming and Budget*, that will allow the manager flexibility in selecting an alternative that will safeguard investments and yet provide an opportunity for sound public land resource development and management. Depending on BLM management requirements, BLM may acquire one or all of the rights above the surface, on the surface, or below the surface by fee estate; less than fee interests as conservation easements, access easements either as perpetual exclusive or perpetual or temporary nonexclusive; project easements; or elect the no easement alternative.

BLM personnel must adhere to the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and applicable Federal Property Management Regulations (FPMR) (41 CFR Chapter 101).

A. **Land.** The acquisition of the fee estate on parcels of land provides BLM the opportunity to protect threatened natural and cultural resource values, critical habitat and ecosystems, historic and cultural sites, and fulfill the public's need for outdoor recreation and open space. Land acquisitions support the BLM strategic goals by providing opportunities for environmentally responsible recreation and preservation of our natural and

cultural heritage. BLM can also more effectively manage natural and cultural resources both within and adjacent to Congressionally and administratively designated areas by acquiring inholdings within these areas and consolidating land ownership patterns.

B. Easements. Easements are an interest in land.

1. Conservation Easements. This type of easement is acquired for conservation purposes and is used to protect resource values on non-Federal lands by restricting the type and amount of development that may take place on a tract of land that is subject to the easement. The term conservation easement is often used as a generic term to describe a scenic easement, open space easement, historic preservation easement, agricultural preservation easement, etc. Restrictions on the non-Federal lands are almost always negative in character, that is, they specify the activities which the owner may not engage in such as cutting trees, building structures, subdividing, excavating or draining the property. Conservation easements may also contain positive rights granted to the BLM to conduct such activities as the protection or restoration of cultural resources, planting trees, implement erosion prevention measures, and providing for public access.

Conservation easements can provide a tool for resource protection midway between outright public ownership of the land and the resource protections provided by State/local land use and zoning laws and regulations. In areas where the erosion of tax base (no net loss) is a concern this may be particularly attractive.

2. Access Easements. Road or trail easements have historically been the most frequent type of acquisition made by the BLM. The nature of the landownership pattern of United States lands administered by the BLM requires that very few resource functions can take place without crossing private land. Public land may not be effectively administered without legal and physical access. Acquisition of access rights supports one or more of these resources: lands, minerals, forestry, range, wildlife, recreation, and watershed. Access needs will be identified, or a determination will be made that no access rights need be acquired, in the planning process before the initiation of the acquisition activity. This decision making process occurs only after a full inventory and analysis of public lands and resource management needs have been completed and approved by the appropriate Authorized Officer. It is the responsibility of the Authorized Officer to acquire all interests in the name of the "United States of America and its assigns," and to acquire only those interests needed to adequately protect the United States' investments. The BLM will not take the initiative and acquire property in fee in order to obtain access when an easement or other suitable alternative is available. BLM access easements are easements in gross as they are not appurtenant or attached to the public lands served by the easement.

a. Levels of Access Rights. A Field Manager must determine what level of access rights are needed for construction and subsequent maintenance of facilities on public land and on non-Federal land. The following discussion will help with that determination.

(1) Access and/or land acquisitions for BLM projects must be at least adequate to:

(a) Manage the associated natural resource as envisioned in approved resource management planning documents and any related activity plans.

(b) Protect the BLM's investment whether "substantial" or "minor".

(c) Meet statutory, regulatory, and Department of Justice standards.

(2) The legal adequacy of any proposed acquisition is to be evaluated on a case-by-case basis, possibly including reviews by the Regional/Field Solicitor. The criteria for "levels of access," "substantial investment," and the requirement that BLM acquisition conform with "land-use plans" will assist in making the determination of acquisition needs.

(3) The expenditure of Federal funds must be authorized by specific Federal statutes. The prerequisites for each project expenditure or implementation is further restricted and guided by Manual instructions, Solicitor opinions, and Comptroller General decisions. The broad principles that govern the expenditures of all Federal funds are generally applicable no matter what specific circumstances prompted the opinions or decisions.

(4) An item for special consideration when deciding what "level of acquisition" is needed should be the need for permanent access in the foreseeable future and the opportunity for successful negotiations to achieve the future access. If the need for permanent access is already known or identified as being needed, any interim arrangement whereby the BLM acquires a lesser interest could defeat or weaken the manager's ability to negotiate greater access rights in the future. Historically, the planned and funded BLM resource project has been the BLM's strongest point when condemnation becomes the last and only recourse. When the BLM project is implemented via another lesser arrangement which is short of the full rights known to be needed (i.e., perpetual exclusive), the landowner might successfully argue that the justification for an immediate possession judgment has been mitigated. Therefore, a careful and deliberate decision should be reached before casually accepting "whatever the landowner will give you" in connection with any project.

(5) It is preferable that an informal use authorization such as a letter of agreement, license, or permit on non-Federal land be executed on a recordable form and acknowledged by a notary public or witnessed. Courts are deciding more frequently that what used to be casual use, "right of access" is actually a taking by the United States and just compensation is due.

b. Exclusive Road Easements. This type of easement conveys to the United States full control of the easement right-of-way for the purposes stated in the document. It may provide legal access to public lands for the United States, its permittees, licensees, and the general public. It may enable the BLM to regulate use of the road through issuance of right-of-way permits or licenses. BLM can spend the necessary funds to construct, reconstruct, improve, and maintain facilities on the easement area which are commensurate with its management objectives. These easements generally are perpetual. Exclusive easements should be acquired when one or more of the following conditions exist:

(1) Access by the general public to public lands is needed.

(2) A substantial investment (Refer to *Section B.2.d.*, below) in construction, improvement, and/or maintenance of physical improvements on the acquired property is planned.

(3) Existing cooperative road agreements require that BLM acquire adequate rights for other parties.

(4) Where applicable in the case of the logging road permits issued or assigned after May 4, 1956, the BLM may obtain perpetual easements under the terms of 43 CFR 2812.6-2(a)(11) for construction of roads with appropriated funds.

(5) A road suitable for the public to travel is not to be constructed to each and every acre of land. In fact, the BLM may, in certain cases, want to acquire the access to prevent the public from disturbing a critical wildlife or watershed habitat. Access for a recreational resource can be restricted to certain periods of the year or to foot or water travel. The acquisition of control access for the purpose of protecting the resource by excluding the public is a valid access alternative.

c. Nonexclusive Road Easements. This type of easement generally provides adequate administrative access for all of BLM's management activities, often including use by its contractors and licensees, subject to conditions imposed by the landowner and agreed to by BLM. It usually does not provide access for the general public. The landowner retains control of the road and can authorize use by others which do not conflict or interfere with the rights granted to the United States. The term of this type of easement can vary from a short period of time to perpetuity.

(1) Perpetual Nonexclusive. This type of easement meets all BLM administrative access needs for management except when conditions for an exclusive easement, detailed above, are present. Expenditures may be made for facilities located on the easement area including the construction of low standard access roads, seasonal maintenance requirements, and repair of existing facilities. The amount of expenditures are normally much less than that amount which can be expended on facilities located on a perpetual exclusive easement.

(2) Temporary Nonexclusive. The term for this type of easement may range from less than one year to thirty years or more. These easements should be acquired when BLM rights are needed for a limited period of time. The term should be of sufficient duration to avoid the situation of having to acquire a new easement each time the BLM plans to use the same facility. For example: This type of easement would be applicable for a limited resource management program over a 25-year period followed by a disposal of the public land. In addition to meeting planned management needs, these easements are also useful for other purposes, such as:

(a) When situations occur such as fire or windstorm damage, etc., where the loss of resources values is imminent.

(b) When public lands served by the easement are planned for disposal.

(c) When minor investments will be made on the acquired property.

d. Substantial Investment. Criteria for substantial investment is difficult to clarify in terms which are not arbitrary. Any policy must be broad enough to allow the Field Office Manager flexibility so that standards of investments in roads, fences, wells, and other improvements may be categorized by the Field Office Manager as substantial or non-substantial. A \$5,000 investment in one BLM Office may be substantial while in another BLM Office it is not. Following are some criteria discussions on substantial investments:

(1) Funds may be expended for purchase and improvements on acquired rights following favorable Opinion of Title. However, prior to this, certain management decisions based on a logical and prudent analysis must be made. This process is covered in the BLM's planning system. It is necessary for the Field Office Manager to acquire a sufficient right in the non-Federal land to protect the proposed investment on the acquired area and on the public lands served by the acquired rights. A standard rule or test is provided for the Field Office Manager's use by stating that any investment over \$5,000 is substantial. However, Field Office

Managers do have some flexibility. Permanent exclusive easements are recommended under the following conditions:

(a) A substantial investment is to be made to the road. Substantial is defined as expenditures on roads or improvements in excess of \$1,000 per mile, or exceeding \$5,000 for the project.

(b) The road will be used to remove a substantial amount of resources over a long period of time. Substantial is defined as one million board feet of timber (1MMBF), 300 tons of mineral materials, or 3 oil/gas wells on BLM lands tributary to the road. The removal of the resources may require additional investment in the road.

(c) The road is needed to adequately manage the multiple use resources. Adequately is determined by a full consideration of all BLM resources served by the road. This includes a continuing requirement to reach the public lands.

(d) The road is needed to reach public lands which have a significant value for outdoor recreation. Significant is determined by a thorough evaluation of all possible uses of the public land served by the road.

(2) Access to specific projects or resources may justify expenditures in excess of \$5,000 on a nonexclusive (non-control) easement. Some examples are:

(a) Access to a 160-acre tract requiring a quarter mile of road construction. A review of pertinent planning documents, considering all management objectives, determines that BLM control and public access to this tract is not essential. More than likely the road will not be maintained, and it is possible it will be in a very poor shape when the next management need arises.

(b) Another tract of land is served by an existing road, however, it is unsuitable for logging traffic and plans call for construction of roads across draws and points to straighten out the road so that it would be safe. The review indicates that no public access is required for this road as adequate public access by foot is provided at another location. Minimum reconstruction could be done on a non-control easement.

(c) Access is needed for BLM maintenance of reservoirs on public and/or private land. Other public values and needs are minimal and BLM plans show no need for control of the road.

3. Project Easements.

a. Range Improvements. A variety of structures are placed on private land primarily because sound management techniques dictated by topography result in the best location of fences, wells, dams, and stock watering devices on private land rather than public land. Frequently, the public land user is the owner of the adjacent intermingled land where these structures are located.

b. Fish and Wildlife. The opportunity to enhance the fishery resource may frequently be located on private land adjacent to public land. On occasion the management of the private lands has given little consideration to other resources such as fish habitat, and logging debris has destroyed or blocked the stream for migrating fish. Even though the portion of stream on public land is available and remains suitable for the fishery resource, the fish cannot reach it. While it is general BLM policy to acquire an easement to protect the

investment of public resources on private lands (*See Chapter V - Document Preparation*), Section 124 of the Omnibus Consolidated Appropriations Act of 1997, as amended (Wyden Amendment) provides authority for a more flexible approach. The amendment states: "the Secretary may require such other terms and conditions as are necessary to protect the public investment on private lands, provided such terms and conditions are mutually agreed to by the Secretary and the landowner." See 16 U.S.C. §1011.

c. Sign Locations. Rights may be acquired for placement of signs to inform the public of public land facts or information. This could either be an individual road sign or an area-type recreational sign. Such rights are usually acquired by easement.

d. Utility Rights-of-Way. Easements are often needed to service administrative or other facilities. For example, a BLM communication site is located on public land, but access to it crosses private land.

e. Helipoint/Helipond/Flyway/Skyway. The acquisition of sufficient interest in the land, usually easements, to construct a dam that will fill with water, right for a helicopter to hover with a bucket and scoop water, a flyway to permit helicopter logging of difficult terrain, and skyways to permit cable logging are rights that can be acquired.

4. No Easement Alternative. Under certain circumstances no easement or a limited easement need be acquired. A determination that no easement is needed must be analyzed on a case-by-case basis considering the specific resource development proposed and BLM's land management planning policies and needs. Examples are when timber can be sold from public land without guaranteeing access to anyone who is qualified to bid (See 43 CFR 5401.0-6 and 5402.0-6), or when reasonable administrative access across private and leased lands is provided to public lands by the terms and conditions of a grazing permit or lease (See 43 CFR 4130.3-2(h)). The decision that easements are not needed must be in writing by the Field Office Manager.

C. Other Interests In Land. The BLM may at times desire to acquire only one of the "bundle of rights" which makes up ownership of the whole fee estate to a property. Water, mineral and timber rights are some of the rights which may be acquired because either they have been severed from the rest of the property in an earlier conveyance between private parties or, in the case of water rights, they are needed to facilitate resource management on BLM managed lands. Because state laws may differ on the nature of what is considered real property in a particular state, it is important to discuss the proposed acquisition with the State Office Realty Specialist at a very early stage.

III. Acquisition Methods. With the determination that specific lands and/or interests in land need to be acquired to fulfill the Bureau's mission and implement approved land use and activity plans, the BLM has an array of acquisition methods that allow the manager to select a method that will accomplish Bureau goals, provide sound public land resource management, yet recognize the needs of the landowner. Methods available to complete a desired acquisition include negotiated purchase, exchange, donation, cooperative agreements and transfer from other Federal agencies. These methods are discussed in *Chapter IV, Planning, Programming and Budget*.

IV. Processing Acquisition Cases. The following table is an overview of the general steps in processing an acquisition of land and/or interests in land. For more details, refer to the "Reference" column in the table for the respective chapter in this handbook or other source of information. It should be remembered that each acquisition case is unique, and that every step may not be needed in each case. The processing steps shown

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below are also not numbered since many of the steps needed in accomplishing an acquisition case can be done concurrently.

PROCESSING STEPS	REFERENCE
PLANNING, PROGRAMMING, BUDGETING	
<ul style="list-style-type: none"> • For large project areas, develop an Acquisition Plan to establish program direction, priorities and acquisition criteria for the project. 	<i>Chapter IV</i>
<ul style="list-style-type: none"> • Prepare and submit LWCF funding proposal. 	<i>Chapter IV</i>
<ul style="list-style-type: none"> • Obtain landowner permission to enter the property for reconnaissance and survey as needed. 	<i>Chapter VI</i>
<ul style="list-style-type: none"> • Conduct initial inspection of property. Complete Certificate of Inspection and Possession. 	<i>Chapter VII</i>
<ul style="list-style-type: none"> • Conduct Pre-Acquisition Environmental Site Assessment. 	<i>H-2101-4</i>
<ul style="list-style-type: none"> • Prepare NEPA document for proposed acquisition and alternatives. 	<i>Chapter IV</i>
<ul style="list-style-type: none"> • Determine if relocation is required under P.L. 91-646. 	<i>Chapter IX</i>
<ul style="list-style-type: none"> • Prepare decision document. 	<i>Chapter IV</i>
<ul style="list-style-type: none"> • If third party partner involved, prepare letter of intent. 	<i>Chapter IV</i>
CASEFILE / DOCUMENT PREPARATION	
<ul style="list-style-type: none"> • Establish casefile, obtain serial number and enter into LR2000. 	<i>Chapter I, Appendix 1</i>
<ul style="list-style-type: none"> • Obtain title evidence and evaluate title encumbrances. 	<i>Chapter VII</i>
<ul style="list-style-type: none"> • For land acquisitions, examine adequacy of the legal description for lands to be acquired. 	<i>Chapter V</i>
<ul style="list-style-type: none"> • For access easements, conduct survey of selected route and prepare easement plats and exhibits. 	<i>Chapter V</i>
<ul style="list-style-type: none"> • Obtain appraisal of rights to be acquired. 	<i>9310 Manual, Chapter II</i>
<ul style="list-style-type: none"> • Prepare acquisition documents – <ol style="list-style-type: none"> 1. Deed 2. Land Acquisition Voucher Certificate, Form 1370-32 3. Vicinity Map 4. Grantor’s Hazardous Materials Certification for Fee Acquisitions (if not included in Environmental Site Assessment as Interview with Landowner) 	<i>Chapter V</i>
<ul style="list-style-type: none"> • For conservation easements, prepare Baseline Documentation Report showing existing baseline conditions found on the property to assist future management and monitoring of the easement. 	<i>Chapter V</i>
NEGOTIATIONS	
<ul style="list-style-type: none"> • Prepare offer letter. 	<i>Chapter VI</i>
<ul style="list-style-type: none"> • Begin negotiations with delivery of offer letter. Negotiations continue until agreement with grantor is reached on all issues. 	<i>Chapter VI</i>

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PROCESSING STEPS	REFERENCE
<ul style="list-style-type: none"> • Upon completion of negotiations, an Agreement For The Purchase of Land may be entered into with the landowner. 	<i>Chapter VI</i>
<ul style="list-style-type: none"> • If applicable, complete Letter of Agreement to reflect negotiations. All agreements must be in writing and signed by BLM's authorized officer. Grantor's signature on deed signifies concurrence with the conditions in the Letter of Agreement. 	<i>Chapter VI</i>
<ul style="list-style-type: none"> • If needed, all agreements above appraised value must be justified and approved. 	<i>Chapter VI</i>
<ul style="list-style-type: none"> • If impasse reached in negotiations, consider initiation of condemnation if authorized. 	<i>Chapter X</i>
TITLE TRANSFER / CLOSING	
<ul style="list-style-type: none"> • For closing in escrow, prepare escrow and closing instructions. 	<i>Chapter VIII</i>
<ul style="list-style-type: none"> • Obtain preliminary title opinion. 	<i>Chapter VII</i>
<ul style="list-style-type: none"> • Execute documents. 	<i>Chapter V</i>
<ul style="list-style-type: none"> • Request payment of consideration. 	<i>Chapter VIII</i>
<ul style="list-style-type: none"> • Deposit documents in escrow. 	<i>Chapter VIII</i>
<ul style="list-style-type: none"> • Complete Certificate of Inspection and Possession just prior to closing or recording deed. 	<i>Chapter VII</i>
<ul style="list-style-type: none"> • Record deed if not closed in escrow. 	<i>Chapter VIII</i>
<ul style="list-style-type: none"> • Complete closing actions. 	<i>Chapter VIII</i>
<ul style="list-style-type: none"> • Obtain final title evidence on U.S. ALTA policy form. 	<i>Chapter VII</i>
<ul style="list-style-type: none"> • Obtain final title opinion. 	<i>Chapter VII</i>
POST ACQUISITION ACTIONS	
<ul style="list-style-type: none"> • Complete entry of required data standards in LR2000. 	<i>Chapter I, Appendix 1</i>
<ul style="list-style-type: none"> • Request notation of the action to the official land status records. 	<i>Chapter XIII</i>
<ul style="list-style-type: none"> • Establish casefile for third party encumbrances on property acquired and note them in LR2000 and land records. 	<i>Chapter XIII</i>
<ul style="list-style-type: none"> • Complete necessary paperwork to transfer any existing water rights from grantor to BLM. 	<i>Chapter XIII</i>
<ul style="list-style-type: none"> • Send letter of appreciation to Grantor. 	<i>Chapter XIII</i>
<ul style="list-style-type: none"> • Prepare news release announcing completion of the acquisition, if applicable. 	<i>Chapter XIII</i>
<ul style="list-style-type: none"> • Update real property records, as required. 	<i>Chapter XIII</i>
<ul style="list-style-type: none"> • For conservation easements, develop schedule to monitor rights acquired. 	<i>Chapter XIII</i>

V. Casefile Management. Proper documentation of the acquisition case and records maintenance is vital to the way BLM performs its land acquisition functions. The increasing interest by the public in the acquisition process has resulted in more and more requests to inspect and review our records, and more questioning of our actions in the acquisition of land and/or interests in land. We need, therefore, to take our records and record management practices very seriously. Too often, by the time the acquisition reaches a point where an audit, appeal and/or lawsuit is filed, the casefile contains an incomplete record or extraneous material that was never intended to be part of the permanent record.

Years after an acquisition has been completed, questions and ultimately litigation can arise as to the exact nature of the rights that were acquired by the BLM. The need to defend an action may occur after the principle parties have forgotten the specifics or have been replaced by new employees unfamiliar with the specifics of the case. Proper documentation of the official casefile then becomes the only basis from which to defend the rights acquired by the BLM.

In order to ensure consistency in proper documentation and maintenance of official casefiles, the following guidelines should be implemented.

1. Upon establishment of an acquisition case, immediately assign a serial number and establish an official casefile. Enter pertinent information into Case Recordation/Legacy Rehost 2000 (LR2000), following current BLM data standards. See *Appendix 1*. Properly entering data as actions occur will generate a serial register page which is current and useful to BLM and the public.

2. Consistent organization of documents within a standard six-way file folder facilitates a complete, efficient and professional casefile. Group similar category of documents, i.e. correspondence, title, payment, etc. together in reverse chronological order (newest documents on top). Tab important sections and/or documents for easy identification. See *Illustration 1* for a recommended casefile organization scheme.

3. Ensure that all records related to the acquisition are included in the casefile. Records are defined in 44 U.S.C. §3301 and further clarified in 36 CFR 1222.12 as follows:

All books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the government or because of the informational value of data in them.

4. Records occur in all types of media. We tend to think of records as the traditional paper documents but records can consist of any recorded information, regardless of the media in which they are stored. Therefore, e-mail messages can be considered records. For e-mail, you will usually need to save both the original message and the response to get the full context. National Archives and Records Administration regulations state that you must print the message and the transmission data and file them in the proper official filing system. These rules also apply to any attachments to the message.

5. Securely fasten all documents in the casefile. If a document is too thick, a photocopy of the document's cover page should be filed in its place. On the copy of the cover page, note that the original document is filed loosely in the casefile jacket. For multi-part casefiles, the specific part should be noted, e.g., "Complete document filed in Part 2 of 3."

6. Do not store duplicate copies of reports, correspondence, and other documents in the official casefile, unless multiple copies are required by regulation, etc. to be retained. If there is an essential reason to retain more than one copy of documents, they may be stored separately from the official casefile, or in a separate folder of a multi-part file. If a document is used as an attachment more than once, file it only with one letter/memo/notice and make reference on other letters/memos/notices as to which document contains the attachment.

7. If proprietary/confidential documents are stored in the official casefile, they must be kept in a sealed envelope with Form 1273-2, Proprietary/Confidential Information, firmly attached to the front. The contents and their date(s) should be listed on the envelope. Maintain the envelope for ready identification and removal before the casefile is released for review.

8. Casefile maintenance is every user's responsibility. If there are duplicate copies of documents, torn case jackets, inappropriate items, etc., the person discovering the situation should either take the necessary corrective action or bring it to the attention of an appropriate person to have the problem remedied.

How to Set-up an Official Acquisition Case File

Flap #	Easement	Fee
1	Serial Register Page, Checklists, Accounting Data, Land Acquisition Voucher Certificate, etc.	Serial Register Page, Checklists, Accounting Data, Land Acquisition Voucher Certificate, etc.
2	Letter of Agreement, Recorded Executed Deed, Final Opinion of Title, Title Policy, Preliminary Opinion of Title, Preliminary Title Evidence, Escrow Instructions, Curative Documents, Title Supporting Documents, Vesting Deed, etc.	Recorded Executed Deed, Final Opinion of Title, Title Policy, Preliminary Opinion of Title, Preliminary Title Evidence, Escrow Instructions, Curative Documents, Title Supporting Documents, Vesting Deed, etc.
3	Decision Document, NEPA Analysis Documentation, Initial Route Analysis, Environmental Site Assessment, Certificates of Inspection, Confirmation of Land Status Recordation, etc.	Decision Document, Agreement to Purchase, Relocation Assistance, NEPA Analysis Documentation, Environmental Site Assessment, Grantor's Hazardous Materials Certification, Certificates of Inspection, Mineral Report, Confirmation of Land Status Recordation etc.
4	Correspondence, including Permission To Survey (Reverse Chronological Order)	Correspondence (Reverse Chronological Order)
5	Master Title Plat, Maps, Photos, Engineering Data	Master Title Plat, Maps, Photos
6	Statement of Just Compensation, State of Value/Appraisal, Appraisal Review	Statement of Just Compensation, Appraisal Review, Appraisal, etc.

LEGACY REHOST 2000 (LR2000) DATA STANDARDS

I. ACQUISITION CASES

ENTRY REQUIREMENTS: Enter all cases acquired under the authority of the Federal Land Policy and Management Act (FLPMA) that were active on 10/1/1988. If a temporary easement was acquired under FLPMA and expired prior to October 1, 1989, it need not be entered. Enter each case in accordance with the following data standards, with the following **EXCEPTIONS:** It is not necessary to enter an action code (AC) if it is not applicable to the case. For example, if the easement is a donation, the case type, 211000, would identify the donation, and AC 859 would not be necessary. Use AC 096, Relocation Payment Made, if payment is made for relocating a displaced person under P.L. 91-646.

Use ACs 095, 096, 400, 513, and 542 for cases pending on or after 10/1/1993.

Certain field offices have adopted the practice of placing staff initials after the Action Remarks semi-colon in an attempt to track casefiles or claim progress. This practice is a waste of time and space, is not in compliance with LR2000 Data Standards, and will be discontinued.

RECORD NUMBER: Serial Number

CASE TYPE:

Purchases: Limited to case types 210013 (FLPMA) and 210012 (King Range NCA) for all acquisitions occurring after October 21, 1976. Refer to Data Element 2912 for pre-FLPMA acquisition authorities (e.g. timber access road) or for other agency acquisition authorities where BLM is noting the official land records.

Donations: Limited to case type 211000.

PROPRIETOR: Agency and grantor's name.

COMMODITY CODES: 963 (exclusive) or 964 (nonexclusive). For fee acquisitions, enter 963 and identify it as a fee acquisition through use of AC 542 - supplemental use, code 077.

INTEREST-RELATIONSHIP: 22 (Acquiring agency) with 0% interest, 33 (Grantor) with 100% interest.

A. BLM PURCHASE OF LAND OR INTEREST IN LANDS (Includes easements)

1. Processing

Action Date	Code	Action	Action Remarks
Enter date established	387	CASE ESTABLISHED	
Enter date determined	095	FUNDED BY LWCF	For LWCF funded projects only.
Enter date determined	500	GEOGRAPHIC NAME	For LWCF or OHV projects, enter the alpha project name in action remarks. Must be used for LWCF and OHV projects, but can be used on all cases, EX: KING RANGE NCA;
Enter date project # is assigned	501	REFERENCE NUMBER	If applicable, enter project or tract number in action remarks, EX: PROJ-B123;
Enter date known	542	SUPPLEMENTAL USE/ PURPOSE	In action remarks enter the following: "077;" for a fee acquisition "053;" for an easement acquisition

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Action Date	Code	Action	Action Remarks
Enter date known	542	SUPPLEMENTAL USE/ PURPOSE	The second AC 542 code represents true land use. Use only from the following categories from DE 2683: "045;" - Cultural "073;" - T&E "269;" - Fisheries "156;" - Timber "019;" - Grazing "688;" - Wetlands "200;" - Recreation "289;" - Wilderness "690;" - Riparian "260;" - Wildlife Enter number of acres immediately after the DE 2683 code. EX: 200,640; representing 640 acres of recreation lands. Additionally, after the acreage entry, the following secondary entry applies: <u>Riparian</u> - enter miles of stream to the nearest 1/10 mile. EX: 690,320,22.1; <u>T&E and Wildlife</u> - enter species. EX: 073,640, snowy lizard; Where more than one species exists, enter AC 542 a second time. AC 542 can be used more than one time to show land use, and the acres could exceed total case acres.
Enter date known	502 or 503	LENGTH IN FEET LENGTH IN MILES	For linear acquisitions only.
Enter date known	504	WIDTH IN FEET (TOTAL)	For linear acquisitions only.
Enter date approved	068	CONTAMINANT SURVEY APPROVED	Enter Preliminary Analysis, Initial Assessment, Phase I ESA, Phase II Site Investigation, or Phase III Cleanup, as appropriate. If applicable, enter type of contaminant in general remarks.
Enter date requested	133	APPRAISAL/REAPPRAISAL REQUESTED	
Enter date approved	132	APPRAISAL/REAPPRAISAL APPROVED	Enter \$ amount. If no appraisal is required or no value is indicated, enter AC 132 with a \$0 value, EX: \$289,000;
Enter date payment is made by BLM to the landowner	859	PAYMENT MADE	Enter \$ amount. This code may be used more than once if multiple payments are made, EX: \$289,000;

To differentiate between temporary easements and perpetual acquisitions, all cases pending as of October 1, 1990, must be updated to conform to the following data standards; all existing temporary easements with an expiration date after October 1, 1991, also need to be updated to conform to this standard. We found in doing the end-of-year report that previous data standards did not work very well.

2. Acquisition in Perpetuity (Tiered to the standards in Section 1)

Action Date	Code	Action	Action Remarks
Enter date deed signed	866	DEED SIGNED	
Enter date title is accepted	865	TITLE ACCEPTED BY US	Change interest relationship to show the U.S. with the ownership %.
Enter date title is accepted	400	US RIGHTS ACQUIRED/ RESERVED	Enter code for rights acquired from DE 2303. EX: 930,943; Commonly used codes include: 889 - Timber 900 - All Minerals 930 - All Surface Rights 943 - Subj To Existing R/W-Esmt 947 - Complex (Must review deed) 949 - Water 963 - Exclusive (Access Only) 964 - Nonexclusive (Access Only) 968 - Subsurface Estate
Enter date of recordation	404	TITLE RECORDATION	Enter volume, book and page or reception number in action remarks. EX: VOL 00, PG 2466; or 00114677;
Enter date title is accepted	513	ACRES ACCESSIBLE	Enter the number of acres to the nearest whole acre followed by a semi-colon. Note: If more than one easement is necessary to gain access to public land, use this code on the last easement that is acquired.
Enter date all actions pertinent to the case are completed	968	CASE ACTION COMPLETED	

3. Temporary Easement (Tiered to the standards in Section 1)

Action Date	Code	Action	Action Remarks
Enter date deed signed	866	DEED SIGNED	
Enter date title is accepted	345	EASEMENT ISSUED	Note: The reason we are not using AC 225, easement acquired, is that AC 225 does not put the case to an authorized disposition.
Enter date title is accepted	400	US RIGHTS ACQUIRED/ RESERVED	In action remarks, enter code for rights acquired from DE 2303. EX: 930;
Enter date of recordation	404	TITLE RECORDATION	Enter volume, book and page or reception number in action remarks. EX: VOL 00, PG 2466; or 00114677;
Enter date of expiration	763	EXPIRES	
Enter date expired	234	EXPIRED	
Enter date of expiration	970	CASE CLOSED	

B. CONDEMNATION (Enter the same mandatory ACs that are applicable from Section A, Parts 1 and 2)

Action Date	Code	Action	Action Remarks
Enter date filed	148	LITIGATION FILED	Enter "condemnation;" in action remarks.
Enter date of court judgment	491	LITIGATION COMPLETED	

C. ACQUISITION NOT COMPLETED

Action Date	Code	Action	Action Remarks
Enter date closed	967	CLOSED WITHOUT ACTION	

D. OTHER AGENCY PURCHASE OF LAND OR INTEREST IN LANDS (Includes Easements)

ENTRY REQUIREMENTS: Enter all cases pending as of 9/26/1989. Upon request for notation, serialize a case file and enter the following information into LR2000 in accordance with the following data standards, with the following **EXCEPTIONS:** AC 504 should be used in conjunction with 502 or 503, not both.

USE AC 400 FOR CASES PENDING ON OR AFTER 10/1/93.

RECORD NUMBER: Serial Number

CASE TYPE: Any case type in case group 2180.

PROPRIETOR: Agency and Grantor.

COMMODITY CODES: 963 (exclusive) or 964 (nonexclusive). For fee acquisitions, enter 963 only and identify fee acquisition through use of AC 542, supplemental use, code 077.

INTEREST-RELATIONSHIP: 22 (Acquiring agency) with 100% interest, 33 (Grantor) with 0% interest.

1. Processing

Action Date	Code	Action	Action Remarks
Enter date shown in the request or one day prior to acceptance of title for all AC entries up to AC 865.	387	CASE ESTABLISHED	
	500	GEOGRAPHIC NAME	Enter the alpha project name in action remarks, if applicable.
	501	REFERENCE NUMBER	If applicable, enter project or tract number in action remarks, EX: PROJ-B123;
	542	SUPPLEMENTAL USE/ PURPOSE	In action remarks enter the following: "077;" for a fee acquisition "053;" for an easement acquisition
	542	SUPPLEMENTAL USE/ PURPOSE	If the action is an easement, enter AC 542 with one of the following in action remarks: "026;" for a public road easement "046;" for a conservation easement "054;" for a scenic easement "173;" for a National Trail easement "187;" for other trail easement Other available options for describing the exact type of easement are in DE 2683.

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Action Date	Code	Action	Action Remarks
Enter date shown in the request or one day prior to acceptance of title for all AC entries up to AC 865.	502 or 503	LENGTH IN FEET LENGTH IN MILES	For linear acquisitions only.
	504	WIDTH IN FEET (TOTAL)	For linear acquisitions only.

2. Acquisition in Perpetuity (Tiered to the standards in Section 1.)

Action Date	Code	Action	Action Remarks
Enter date deed signed	866	DEED SIGNED	
Enter date title is accepted	865	TITLE ACCEPTED BY US	
Enter date title is accepted	400	US RIGHTS ACQUIRED/ RESERVED	Enter code for rights acquired from DE 2303. EX: 930,943; Commonly used codes include: 889 - Timber 900 - All Minerals 930 - All Surface Rights 943 - Subj To Existing R/W-Esmt 947 - Complex (Must review deed) 949 - Water 963 - Exclusive (Access Only) 964 - Nonexclusive (Access Only) 968 - Subsurface Estate
Enter date of recordation	404	TITLE RECORDATION	Enter volume, book and page or reception number in action remarks. EX: VOL 00, PG 2466; or 00114677;
Enter date documents received at BLM office	927	REQUEST TO SERIALIZE	
Enter date all actions pertinent to the case are completed	968	CASE ACTION COMPLETED	

3. Temporary Easement (Tiered to the standards in Section 1.)

Action Date	Code	Action	Action Remarks
Enter date deed signed	866	DEED SIGNED	
Enter date title is accepted	345	EASEMENT ISSUED	Note: The reason we are not using AC 225, easement acquired, is that AC 225 does not put the case to an authorized disposition.
Enter date title is accepted	400	US RIGHTS ACQUIRED/ RESERVED	In action remarks, enter code for rights acquired from DE 2303. EX: 930;
Enter date of recordation	404	TITLE RECORDATION	Enter volume, book and page or reception number in action remarks. EX: VOL 00, PG 2466; or 00114687;
Enter date of expiration	763	EXPIRES	
Enter date expired	234	EXPIRED	
Enter date of expiration	970	CASE CLOSED	

II. AUTHORIZATIONS RECOGNIZED FOR ACQUIRED / RECONVEYED LANDS

ENTRY REQUIREMENTS: Other agency and private party authorizations on lands conveyed to the United States through an acquisition or exchange should be recognized, serialized and entered into the automated record. The mandatory requirement is to enter all rights-of-way, leases, permits, licenses, or other 3rd party authorizations recognized on lands acquired on or after 10/1/1993.

General guidelines for recording these authorizations are below:

A. RIGHTS-OF-WAY AND EASEMENTS. These include rights-of-way and easements conveyed to the U.S. Refer to LR2000 data standards for rights-of-way for use of other action codes to reflect the attributes of the right-of-way or easement and any billing and accounting information that BLM needs.

RECORD NUMBER: Serial Number

CASE TYPE:

- | | |
|--|--|
| 281011 - Road reconveyed. | 287011 - Water facility reconveyed |
| 281211 - Tram road, O&C reconveyed. | 287111 - Irrigation facility reconveyed. |
| 284011 - Railroad reconveyed. | 288011 - Mineral lease reconveyed. |
| 285011 - Powerline reconveyed. | 288111 - O&G pipeline reconveyed. |
| 286011 - Communications site reconveyed. | 289011 - Other reconveyed. |
| 286211 - Telephone reconveyed. | 289111 - Forest Service reconveyed. |

PROPRIETOR: Holder.

COMMODITY CODES: 969 (O&G), 970 (other energy), 971 (non-energy), or 972 (fiber optic).

INTEREST-RELATIONSHIP: 29 (holder) or 65 (holder/billee).

Action Date	Code	Action	Action Remarks
Enter date R/W is originally issued by other agency or entity	387	CASE ESTABLISHED	
Enter date R/W is originally issued by other agency or entity	307	ROW GRANTED - ISSUED	The date for action code 307 will normally occur before the date for action code 387.

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Action Date	Code	Action	Action Remarks
Enter date title accepted	468	ADMINISTRATION- JURISDICTION TRANSFERRED IN	Enter name of agency or entity that transferred administration-jurisdiction to BLM. EX: John Doe;
Enter date expires	763	EXPIRES	If perpetual, enter 01/01/9999 in date field
Enter date expired	234	EXPIRED	
Enter date expired	970	CASE CLOSED	

B. LEASES. Refer to LR2000 data standards for leases for use of other action codes to reflect the attributes of the lease and any billing and accounting information that BLM needs.

RECORD NUMBER: Serial Number

CASE TYPE: 292602 - Reconveyed lease/permit.

PROPRIETOR: Lessee.

COMMODITY CODES: 865 through 887 as applicable.

INTEREST-RELATIONSHIP: 15 (lessee).

Action Date	Code	Action	Action Remarks
Enter date lease is originally issued by other agency or entity	387	CASE ESTABLISHED	
Enter date lease is originally issued by other agency or entity	237	LEASE ISSUED	The date for action code 237 will normally occur before the date for action code 387.
Enter date title accepted	468	ADMINISTRATION- JURISDICTION TRANSFERRED IN	Enter name of agency or entity that transferred administration-jurisdiction to BLM. EX: John Doe;
Enter date expires	763	EXPIRES	If perpetual, enter 01/01/9999 in date field
Enter date expired	234	EXPIRED	
Enter date expired	970	CASE CLOSED	

C. PERMITS AND LICENSES. Refer to LR2000 data standards for leases for use of other action codes to reflect the attributes of the permit/license and any billing and accounting information that BLM needs.

RECORD NUMBER: Serial Number

CASE TYPE: 292602 - Reconveyed lease/permit.

PROPRIETOR: Permittee.

COMMODITY CODES: 865 through 887 as applicable.

INTEREST-RELATIONSHIP: 23 (permittee) or 31 (licensee).

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Action Date	Code	Action	Action Remarks
Enter date permit or license is originally issued by other agency or entity	387	CASE ESTABLISHED	
Enter date permit or license is originally issued by other agency or entity	276	PERMIT-LICENSE ISSUED	The date for action code 237 will normally occur before the date for action code 387.
Enter date title accepted	468	ADMINISTRATION- JURISDICTION TRANSFERRED IN	Enter name of agency or entity that transferred administration-jurisdiction to BLM. EX: John Doe;
Enter date expires	763	EXPIRES	If perpetual, enter 01/01/9999 in date field
Enter date expired	234	EXPIRED	
Enter date expired	970	CASE CLOSED	

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Chapter II - Policy and Guidance

I. **Authority.** Authority for BLM's acquisition program is derived from the sources listed below:

A. **Basic Authorities.** These authorities are applicable to all BLM administered public lands.

1. **The Federal Land Policy and Management Act of October 21, 1976**, as amended (FLPMA), (P.L. 94-579), (43 U.S.C. Secs. 1715, 1737, 1748, and 1762). FLPMA is BLM's basic acquisition authority. Sections of this Act that are pertinent to the acquisition of lands or interests in lands and the acceptance of donated property (real, personal, or mixed) are as follows:

a. **Section 205.** (43 U.S.C. Sec. 1715). Provides the BLM with the basic authority to acquire lands or interests therein where such acquisitions are consistent with the Departmental mission and with applicable land use plans. The power of eminent domain is limited to certain specified situations in the acquisition of land. Pertinent parts read:

“(a) Notwithstanding any other provisions of law, the Secretary, with respect to the public lands and the Secretary of Agriculture, with respect to the acquisition of access over non-Federal lands to units of the National Forest System, are authorized to acquire pursuant to this Act by purchase, exchange, donation, or eminent domain, lands or interests therein: Provided, That with respect to the public lands, the Secretary may exercise the power of eminent domain only if necessary to secure access to public lands and then only if the lands so acquired are confined to as narrow a corridor as is necessary to serve such purpose ...”

“(b) Acquisitions pursuant to this section shall be consistent with the mission of the department involved and with applicable departmental land-use plans.”

b. **Section 307.** (43 U.S.C. Sec. 1737) Authorizes the Secretary of the Interior to enter into cooperative agreements, conduct public land use investigations, accept gifts of land or contributions of money for public land administration, and carry out certain other administrative matters on Bureau administered lands.

c. **Section 318.** (43 U.S.C. Sec. 1748) Authorizes the Secretary of the Interior to use the Land and Water Conservation Fund (LWCF) to purchase lands which are necessary for proper management of public lands which are primarily of value for outdoor recreation purposes.

d. **Section 502.** (43 U.S.C. Sec. 1762) Authorizes the Secretary of the Interior to provide for the acquisition, construction, and maintenance of roads for harvesting timber through the use of Cost-Share Road Agreements.

2. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of January 2, 1971**, (The Uniform Act) as amended (P.L. 91-646), (42 U.S.C. Sec. 4601, et seq.). This act has four basic provisions related to Federal acquisitions. It (1) provides policy for the acquisition of lands and interests in lands by the Federal Government; (2) provides policy for dealing with persons who are displaced because of an approved project of the United States requiring the acquisition of lands or interests in land; (3) provides for reimbursement for expenses incidental to the conveyance of lands or interests in lands; and, (4) provides authority for persons to file suit against the United States in the event the United States has taken their property

for public use without the payment of just compensation.

3. Annual Appropriations Acts. When Congress appropriates money for projects, there is the implied authority to acquire lands or interests in lands necessary to complete the project. If the authorized project requires access rights across non-Federal land to reach the project area, the inference is that, unless specifically precluded by Congress, the project agency has the authority to acquire needed property rights through purchase or condemnation. Where specific statutory authorization does not exist, the courts have accepted as the basis for acquisition the listing of the project as a "line item" in an appropriation statute. A line item in the Department and/or BLM's budget or part of the Congressional Record may also be accepted.

4. Land and Water Conservation Fund Act of 1965 (September 3, 1964), as amended (P.L. 88-578), (16 U.S.C. Sec. 460, et seq.), (78 Stat. 897). The LWCF Act is a funding source for the acquisition of land and interests in land. While not an actual acquisition authority, it does impose some restrictions on Federal acquisitions. LWCF funds cannot be used for construction of facilities, for resource management activities after the acquisition is completed, or for activities before a project is approved and funds appropriated by Congress. Acquisition from a State, or political subdivision thereof, must generally be by donation or exchange. LWCF funds may not be used for an equalization payment in a State exchange. Lands now owned by Federal agencies can be acquired using LWCF funds with the exception of those entities who receive funding from the LWCF.

5. Federal Land Transaction Facilitation Act of July 25, 2000, (P.L. 106-248), (114 Stat. 613), (43 U.S.C. Sec. 2301, et seq.). This Act is a funding source for the acquisition of land and interests in land. Like the LWCF Act, it is not an actual acquisition authority. The Act establishes a Federal Land Disposal Account which can be used to purchase land and interests in land that are inholdings or adjacent to Federally designated areas and contain exceptional resources as defined in the Act.

6. Timber Access Road Act of July 26, 1955, (P.L. 84-171), (69 Stat. 374), provides the basic authority for the acquisition of timber access roads and rights-of-way, and reads as follows:

"That the Secretary of the Interior may acquire rights-of-way and existing connecting roads adjacent to public lands whenever he determines that such acquisition is needed to provide a suitable and adequate system of timber access roads to public lands under his jurisdiction."

"Sec. 2. For the purpose of this Act, the term "public lands" includes the Revested Oregon and California Railroad and Reconveyed Coos Bay Wagon Road Grant Lands in Oregon."

7. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (P.L. 96-510), (42 U.S.C. 9604(e)), delegated to the Secretary of the Interior by Section 2(j)(1) and (2) of E.O. 12580, and further delegated to the Director by Part 207, Departmental Manual (DM), Chapter 7, provides in part:

"State Directors are authorized, as specified in Section 104(e) of CERCLA, to gather information and obtain access to property for the purposes of determining the need to take response action, choosing or taking response action, or otherwise enforcing the authorities of CERCLA. Such information gathering and access authority includes authority to require persons who may have relevant information to furnish such information or provide access to private property adjacent to BLM-

managed property in order to assess the identification, nature, and quantity of hazardous materials located on or originating from such property, the nature and extent of a release or threatened release, or the ability of any person to pay for or perform response action to address such a release or threatened release. If consent is not granted regarding any such request for information or access, State Directors are authorized, subject to the concurrence of the Solicitor and the Attorney General, to issue a compliance order directing compliance with such request.”

CERCLA Section 104(j), delegated to the Secretary of the Interior by Section 2(k) of E.O. 12580, and further delegated to the Director by 207 DM Chapter 7, provides:

“The authority to acquire real property needed to conduct remedial action. Such authority may be exercised only if the State in which the real property is located agrees to accept transfer of the property upon completion of the remedial action.”

8. Declaration of Taking Act of February 26, 1931, (P.L. 71-736), (46 Stat. 1421), (40 U.S.C. Sec. 258a et seq.), provides in part:

“In any proceeding in any court of the United States outside of the District of Columbia which has been or may be instituted by and in the name of and under the authority of the United States for the acquisition of any land or easement or right-of-way in land for the public use, the petitioner may file in the cause, with the petition or at any time before judgment, a declaration of taking signed by the authority empowered by law to acquire the lands described in the petition, declaring that said lands are thereby taken for the use of the United States.”

9. Condemnation Act of August 1, 1888, as amended, (25 Stat. 357), (40 U.S.C. Sec. 257), provides as follows:

“In every case in which the Secretary of the Treasury or any other officer of the Government has been, or hereafter shall be, authorized to procure real estate for the erection of a public building or for other public uses, he may acquire the same for the United States by condemnation, under judicial process, whenever in his opinion it is necessary or advantageous to the Government to do so, and the Attorney General of the United States, upon every application of the Secretary of the Treasury, under this section and section 258 of this title, or such other officer, shall cause proceedings to be commenced for condemnation within thirty days from receipt of the application at the Department of Justice.”

10. Federal-Aid Highway Act of October 23, 1962, (P.L. 87-866), (76 Stat. 1147), (23 U.S.C. Sec. 214). This Act authorizes appropriations for “public lands development roads and trails” which are defined in 23 U.S.C. Sec.101 as, “those roads or trails which the Secretary of the Interior determines are of primary importance for the development, protection, administration, and utilization of public lands and resources under his control.”

11. Soil Conservation and Domestic Allotment Act of April 27, 1935, (P.L. 74-46), (49 Stat. 163), (16 U.S.C. Sec. 590a et seq.) provides for soil and moisture conservation. Section one of the Act, 16 U.S.C. Sec. 590a, provides in part:

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“[T]he Secretary of Agriculture . . . is authorized... (4) To acquire lands, or rights or interests therein, by purchase, gift, condemnation, or otherwise, whenever necessary for the purposes of this chapter.”

Functions of the Soil Conservation Service in the Department of Agriculture with respect to soil and moisture conservation operations on BLM lands were subsequently transferred to the Department of the Interior by 1939 Reorganization Plan No. IV (54 Stat. 1234), June 30, 1940.

12. Code of Federal Regulations, Title 43–Public Lands: Interior, Subtitle B–Regulations Relating to Public Lands, Chapter II–Bureau of Land Management, Department of the Interior

- a. Part 1600 - Planning, Programming, Budgeting.
- b. Part 2091.8 - Status of gift lands.
- c. Part 2200 - Exchanges.
- d. Part 2800 - Rights-of-Way.

13. Code of Federal Regulations, Title 41–Public Contracts and Property Management, Chapter 101 - Federal Property Management Regulations.

14. Code of Federal Regulations, Title 49–Transportation, Subtitle A--Office of the Secretary of Transportation, Part 24–Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

B. Specific Geographic Area Authorities. These authorities are applicable to BLM administered lands located in specific geographical areas or located within specific designated areas. In addition to granting acquisition authority, many of these acts also establish specific limitations and guidelines to be followed.

1. The Act of August 28, 1937, (P.L. 75-405), (50 Stat. 874), (43 U.S.C. Sec. 1181a et seq.) is often referred to as the “Sustained Yield Act” or “O and C Act.” The Act provides that such portions of the Revested Oregon and California Railroad Grant lands (O and C Lands) and Reconveyed Coos Bay Wagon Road Grant Lands (CBWR Lands) as are or may be classified as timber lands shall be managed:

“...for permanent forest production, and the timber thereon shall be sold, cut and removed in conformity with the [principle] of sustained yield for the purpose of providing a permanent source of timber supply, protecting watersheds, regulating stream flow, and contributing to the economic stability of local communities and industries, and providing recreational facilities ...” (43 U.S.C. Sec. 1181a).

An example of language contained in the annual Appropriation Act for the Oregon and California Grant Lands reads as follows:

“For expenses necessary for management, protection, and development of resources and for construction, operation, and maintenance of access roads, reforestation, and other improvements on

the revested Oregon and California land-grant counties of Oregon, and on adjacent rights-of-way; and acquisition of lands or interests therein including existing connecting roads on or adjacent to such lands;”

Since this authority is contained in an Annual Appropriation Act, it expires at the end of each fiscal year. No purchases may be made from a new appropriation until it has been signed into law. A continuing resolution, which is commonly used to bridge the time frame between an expired appropriation and the new Act, usually covers only operations at the same level as that of the previous year. Unless specifically authorized, acquisition of property has been determined not to be an operation for purposes of a continuing resolution.

2. Wilderness Act of September 3, 1964, (P.L. 88-577), (78 Stat. 890), (16 U.S.C. Sec. 1131, et seq.). This law established the National Wilderness Preservation System. Section 603(c) of FLPMA (43 U.S.C. Sec. 1782) provides that once an area has been designated for preservation as wilderness, the provisions of the Wilderness Act which apply to national forest wilderness areas shall apply with respect to the use and administration of BLM designated areas.

Section 4 of the Wilderness Act provides:

“(c) Acquisition of lands. - Subject to the appropriation of funds by Congress, the Secretary of Agriculture is authorized to acquire privately owned land within the perimeter of any area designated by this chapter as wilderness if (1) the owner concurs in such acquisition or (2) the acquisition is specifically authorized by Congress.”

Section 6 of the Wilderness Act provides:

“(a) The Secretary of Agriculture may accept gifts or bequests of land within wilderness areas designated by this chapter for preservation as wilderness. The Secretary of Agriculture may also accept gifts or bequests of land adjacent to wilderness areas designated by this chapter for preservation as wilderness if he has given sixty days advance notice thereof to the President of the Senate and the Speaker of the House of Representatives. Land accepted by the Secretary of Agriculture under this section shall become part of the wilderness area involved. Regulations with regard to any such land may be in accordance with such agreements, consistent with the policy of this chapter, as are made at the time of such gift, or such conditions, consistent with such policy, as may be included in, and accepted with, such bequest.”

3. Wild and Scenic Rivers Act of October 2, 1968, as amended (P.L. 90-542), (16 U.S.C. Sec. 1271, et seq.), (82 Stat. 912). This Act preserves certain selected rivers of the United States in free-flowing condition so that they and their immediate environments will be protected for the benefit and enjoyment of present and future generations.

Section 6(a) and (b) of the Act (16 U.S.C. Sec. 1277) read as follows:

“(a) The Secretary of the Interior and the Secretary of Agriculture are each authorized to acquire lands and interests in land within the authorized boundaries of any component of the national wild and scenic rivers system designated in section 1274 of this title, or hereafter designated for inclusion in the system by Act of Congress, which is administered by him, but he shall not acquire fee title to

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an average of more than 100 acres per mile on both sides of the river. Lands owned by a State may be acquired only by donation, and lands owned by an Indian tribe or a political subdivision of a State may not be acquired without the consent of the appropriate governing body thereof as long as the Indian tribe or political subdivision is following a plan for management and protection of the lands which the Secretary finds protects the land and assures its use for purposes consistent with this chapter. Money appropriated for Federal purposes from the Land and Water Conservation Fund shall, without prejudice to the use of appropriations from other sources, be available to Federal departments and agencies for the acquisition of property for the purposes of this chapter.

(b) If 50% or more of the entire acreage within a federally administered wild, scenic or recreational river area is owned by the United States, or by the State or States within which it lies, or by political subdivisions of those States, neither Secretary shall acquire fee title to any lands by condemnation under authority of this chapter. Nothing contained in this section, however, shall preclude the use of condemnation when necessary to clear title or to acquire scenic easements or such other easements as are reasonably necessary to give the public access to the river and to permit its members to traverse the length of the area or of selected segments thereof.”

4. National Trails System Act of October 2, 1968, as amended (P.L. 90-543), (16 U.S.C. Sec. 1241, et seq.). This Act provides the means for developing a system of national recreation and scenic trails. It designates the Appalachian Trail and Pacific Crest Trail as initial components of the National Trails System and prescribes the methods by which, and standards according to which, additional components may be added to the system.

Section 7(d) of the Act (16 U.S.C. Sec. 1246(d)) reads as follows:

“Within the exterior boundaries of areas under their administration that are included in the right-of-way selected for a national recreation, national scenic, or national historic trail, the heads of Federal agencies may use lands for trail purposes and may acquire lands or interests in lands by written cooperative agreement, donation, purchase with donated or appropriated funds or exchange.”

Section 7(f)(2) of the Act (16 U.S.C. Sec. 1246(f)(2)) reads as follows:

“In acquiring lands or interests therein for a National Scenic or Historic Trail, the appropriate Secretary may, with consent of a landowner, acquire whole tracts notwithstanding that parts of such tracts may lie outside the area of trail acquisition. In furtherance of the purposes of this chapter, lands so acquired outside the area of trail acquisition may be exchanged for any non-Federal lands or interests therein within the trail right-of-way, or disposed of in accordance with such procedures or regulations as the appropriate Secretary shall prescribe, including: (i) provisions for conveyance of such acquired lands or interests therein at not less than fair market value to the highest bidder) and (ii) provisions for allowing the last owners of record a right to purchase said acquired lands or interests therein upon payment or agreement to pay an amount equal to the highest bid price. For lands designated for exchange or disposal, the appropriate Secretary may convey these lands with any reservations or covenants deemed desirable to further the purposes of this chapter. The proceeds from any disposal shall be credited to the appropriation bearing the costs of land acquisition for the affected trail.”

5. King Range National Conservation Area Act of October 21, 1970, as amended (P.L. 91-476), (84 Stat. 1067), (16 U.S.C. Sec. 460y, et seq.). This law establishes boundaries of the King Range National Conservation Area in the State of California and authorizes the Secretary of the Interior to consolidate and manage the public lands within the area with the purpose of conserving and developing, for the use and benefit of the people of the United States, the lands and other resources therein under a program of multiple use and sustained yield. Pertinent sections of the Act read as follows:

Sec. 5, (16 U.S.C. Sec. 460y-4). "The Secretary is authorized ...

(2) to acquire by donation, by purchase with donated funds or with funds appropriated specifically for that purpose, or by exchange, any land or interest in land within the area described in section 460y-8 of this title which the Secretary, in his judgment, determines to be desirable for consolidation of public lands within the Area in order to facilitate efficient and beneficial management of the public lands or otherwise to accomplish the purposes of sections 460y to 460y-9 of this title: Provided, That the Secretary may not acquire, without the consent of the owner, any such lands or interest therein which are utilized on October 21, 1970, for residential, agricultural, or commercial purposes so long as he finds such property is devoted to uses compatible with the purposes of sections 460y to 460y-9 of this title. Any lands or interests in lands acquired by the United States under the authority of this section shall, upon acceptance of title, become public lands, and shall become a part of the area subject to all the laws and regulations applicable thereto."

Sec. 9(b) (16 U.S.C. Sec. 460y-8). "In addition to the lands described in subsection (a) of this section, the Secretary is authorized to acquire such land outside the area but in close proximity thereto as is necessary to facilitate sound management. Acquisition hereunder shall, however, not exceed three hundred and twenty acres and shall be limited to such purposes as headquarters facility requirements, ingress and egress routes and, where necessary, to straighten boundaries or round out acquisitions."

6. Missouri River Wild and Scenic Rivers Act of October 12, 1976, (P.L. 94-486), (90 Stat. 2327), (16 U.S.C. Sec. 1277, et seq.). This law added a segment of the Missouri River in Montana to the Wild and Scenic Rivers system. In addition, it provided specific direction related to acquisitions. Section 203(b) provides:

"(1) The Secretary may acquire land and interests in land only in accordance with the provisions of this Act and the Wild and Scenic Rivers Act and the limitations contained in Section 6 of that Act and only: (A) at Fort Benton for the visitor facility as provided in subsection (g)(2) of this section; (B) at the site of Fort McKenzie; (C) in that portion of the river area downstream from Fort Benton to Coal Banks Landing for historic sites, campsites, and access points in accordance with section 202 (1) of this Act; and (D) in that portion of the river area downstream from Coal Banks Landing so as to provide, wherever practicable and necessary for the purposes of this Act and the Wild and Scenic Rivers Act, rim-to-rim protection for such portion.

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“(2) In accordance with section 6(b) of the Wild and Scenic Rivers Act, the Secretary shall not acquire fee title to any lands by condemnation under the authority of that Act or this Act, except that the Secretary may use condemnation when necessary and within the limitations on acquisitions set forth in clause (1) of this subsection to clear title, acquire scenic easements, or acquire such other easements as are reasonably necessary to give the public access to the river segment within the river area and to permit its members to traverse the length of said river area or of selected portions thereof.”

7. Alaska National Interest Lands Conservation Act of December 2, 1980, (ANILCA), (P.L. 96-487), (16 U.S.C. Sec. 3192; 43 U.S.C. Sec. 1613, et seq.) grants the authority to the Secretary of the Interior to acquire certain private lands within the boundaries of any conservation system unit other than National Forest Wilderness. Section 1302 reads in part:

“a. General Authority. - Except as provided in subsections (b) and (c) of this section, the Secretary is authorized, consistent with other applicable law in order to carry out the purposes of this Act, to acquire by purchase, donation, exchange, or otherwise any lands within the boundaries of any conservation system unit other than National Forest Wilderness.”

“(i)(1) [Donation or exchange. -] The Secretary is authorized to acquire by donation or exchange, lands (A) which are contiguous to any conservation system unit established or expanded by this Act, and (B) which are owned or validly selected by the State of Alaska.”

8. El Malpais National Conservation Area Act of December 31, 1987, (P.L. 100-225), (101 Stat. 1544), (16 U.S.C. Sec. 460uu, et seq.). This law established the El Malpais National Conservation Area to protect the geological, archeological, ecological, cultural, scenic, scientific, and wilderness resources of the public lands surrounding the Grants Lava Flows. Section 502 provides,

“Within the monument and the conservation area, the Secretary is authorized to acquire lands and interests in lands by donation, purchase with donated or appropriated funds, exchange, or transfer from any other Federal agency, except that such lands or interests therein owned by the State of New Mexico or a political subdivision thereof may be acquired only by exchange. It is the sense of Congress that the secretary is to complete the acquisition of non-Federal subsurface interests underlying the monument and the conservation area no later than three full fiscal years after the fiscal year of enactment of this chapter.”

9. Red Rock Canyon National Conservation Area Establishment Act of November 16, 1990, (P.L. 101-621), (104 Stat. 3342), (16 U.S.C. Sec. 460ccc, et seq.). This law established the Red Rock Canyon National Conservation Area in order to conserve, protect, and enhance the archeological, ecological, cultural, scenic, scientific, wildlife, riparian, wilderness, endangered species, and recreational resources of the area. Section 6 provides:

“(a) In General - (1) Within the conservation area, and subject to the provisions of this section, the Secretary is authorized to acquire lands, interests in lands, and associated water rights, by donation, purchase with donated or appropriated funds, exchange for Federal lands outside the conservation area, or transfer from another Federal agency with the concurrence of the head of the appropriate agency thereof.

“(2) Lands or interests therein owned by the State of Nevada or a political subdivision thereof may be acquired by donation or exchange only.

“(3) No privately owned lands, interests in land, or associated water rights, may be acquired without the consent of the owner thereof unless the Secretary determines that, in his judgement, the property is subject to, or threatened with, uses which are having, or would have, an adverse impact on the resource values for which the conservation area was established.”

10. Arizona Desert Wilderness Act of November 28, 1990, (P.L. 101-628), (104 Stat. 4475), (16 U.S.C. Sec. 460ddd, et seq.). This law established the Gila Box Riparian National Conservation Area in order to conserve, protect, and enhance the riparian, aquatic, wildlife, archeological, paleontological, scientific, cultural, recreational, educational, and scenic values of the area. Section 201 provides:

“(h) Acquisition and Boundary Adjustments - (1) Subject to the limitations set forth in paragraph (3), the Secretary is authorized to acquire non-Federal lands or interests therein within the boundaries of the conservation area or within the Eagle Creek riparian area.”

“(3) No lands or interests therein owned by the State of Arizona or any political subdivision of such State shall be acquired pursuant to this subsection except through donation or exchange, and no lands or interests within the conservation area or the Eagle Creek riparian area shall be acquired from any other party or entity except by donation, exchange, or purchase with the consent of the owner of the owner of such lands or interests.”

11. Snake River Birds of Prey National Conservation Area Act of August 4, 1993 (P.L. 103-64) Section 5 of the act provides:

“(a) Acquisitions.- (1) The Secretary is authorized to acquire lands and interests therein within the boundaries of the conservation area by donation, purchase with donated or appropriated funds, exchange, or transfer from another Federal agency, except that such lands or interests owned by the State of Idaho or a political subdivision thereof may be acquired only by donation or exchange. (2) Any lands located within the boundaries of the conservation area that are acquired by the United States on or after the date of enactment of this Act shall become a part of the conservation area and shall be subject to this Act.

(b) Purchase of Lands. - In addition to the authority in Section 318(d) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748) and notwithstanding section 7(a) of the Land and Water Conservation Fund Act of 1964 (16 U.S.C. 4601-9(a)), monies appropriated from the Land and Water Conservation Fund may be used as authorized in section 5(b) of the Endangered Species Act of 1973 (16 U.S.C. 1534(b)), for the purposes of acquiring lands or interests therein within the conservation area for administration as public lands as a part of the conservation area.

(c) Land Exchanges. - The Secretary shall, within 4 years after the date of enactment of this Act, study, identify, and initiate voluntary exchanges which would resolve ownership related land use conflicts within the conservation area.

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12. Southern Nevada Public Land Management Act of October 19, 1998, (P.L. 105-263), (112 Stat. 2343), (43 U.S.C. Sec. 6901, et seq.). This law provides for the disposal of certain Federal lands in Clark County, Nevada, and for the acquisition of environmentally sensitive lands in the State of Nevada. Section 5(a) provides:

“(2) In General. - After the consultation process has been completed in accordance with paragraph (3), the Secretary may acquire with the proceeds of the special account environmentally sensitive land and interests in environmentally sensitive land. Lands may not be acquired under this section without the consent of the owner thereof. Funds made available from the special account may be used with any other funds made available under any other provision of law.

(3) Consultation. - Before initiating efforts to acquire land under this subsection, the Secretary or the Secretary of Agriculture shall consult with the State of Nevada and with local government within whose jurisdiction the lands are located, including appropriate planning and regulatory agencies, and with other interested persons, concerning the necessity of making the acquisition, the potential impacts on State and local government, and other appropriate aspects of the acquisition. Consultation under this paragraph is in addition to any other consultation required by law.”

13. Gunnison Gorge National Conservation Area Act of October 21, 1999, (P.L. 106-76), (113 Stat. 1126), (16 U.S.C. Sec. 410fff, et seq.). This law established the Black Canyon of the Gunnison National Park to be administered by the National Park Service and the Gunnison Gorge National Conservation Area to be administered by the BLM. Section 5 provides:

“(a) Additional Acquisitions. -

(1) In General. - The Secretary may acquire land or interests in land depicted on the Map as proposed additions.

(2) Method of Acquisition. -

(A) In General. - Land or interests in land may be acquired by -

- (i) donation;
- (ii) transfer;
- (iii) purchase with donated or appropriated funds; or
- (iv) exchange.

(B) Consent. - No land or interest in land may be acquired without the consent of the owner of the land.”

14. Steens Mountain Wilderness Area and the Steens Mountain Cooperative Management and Protection Area in Harney County, Oregon, October 30, 2000, (P.L. 106-399), (114 Stat. 1655). This law authorizes the purchase of land and development nondevelopment rights. Sec. 114 provides in part:

“(a) Acquisition. -

(1) Acquisition Authorized.—In addition to the land acquisition authorized by title VI, the Secretary may acquire other non-Federal lands and interests in lands located within the boundaries of the Cooperative Management and Protection Area or the Wilderness Area.

(2) Acquisition Methods.—Lands may be acquired under this subsection only by voluntary exchange, donation, or purchase from willing sellers.”

II. Responsibility.

A. Director and Deputy Director, acting under broad Departmental guidance, assure compliance with statutory authorities and Departmental policies.

B. Assistant Director, Minerals, Realty and Resource Protection, is responsible for the overall policies and procedural guidance for the acquisition of lands and interests in lands by gift (donation), lease, purchase, condemnation, transfer of excess property, the acquisition portion of exchanges, agreements (cooperative or reciprocal), and relocation assistance.

C. State Directors and Field Office Managers, within their delegated areas, are responsible for uniformly implementing and carrying out the guidance and instruction contained in this Manual, implementing and managing the acquisition program in their State or Field Office, programming and budgeting funds, issuing local instructions, maintaining program quality control, and training personnel to become proficient in evaluating, processing, and negotiating acquisitions.

D. Department of Justice and Solicitor's Office. The BLM does not have the authority to perform certain critical functions necessary to complete the acquisition process. These functions are vested in the Department of Justice and the Solicitor's Office of the Department of the Interior. The functions that these offices perform are essential to the land acquisition program of the Bureau.

1. Acquisition Documents. The authority to approve acquisition documents is vested in the Solicitor (see 109 DM 3.1, 200 DM 1.6C. and 209 DM 3). The documents found in this handbook have been approved by the Solicitor, thus any significant changes must be approved through the State Office Realty Specialist.

2. Approval of Title. The BLM does not have the authority to approve title with respect to the purchase and condemnation of land and interests in land. This authority has been lodged in the Attorney General (40 U.S.C. Sec. 255) and, insofar as the Department is concerned, has been delegated to the Solicitor, with certain stated exceptions. The Solicitor in turn has redelegated this authority to the Associate Solicitors, Regional Solicitors, and Field Solicitors. The exceptions to this delegation are contained in Attorney General Order 440-70, 35 F.R. 16084 (1970); Assistant Attorney General redelegation, dated October 2, 1970, as amended; 109 DM 3; Solicitor's Regulations, Chapter 6.

3. Condemnation. The exercise of the power of eminent domain is a Department of Justice function once the appropriate Solicitor's Office has signed the Declaration of Taking. The BLM State Director may recommend that condemnation action be filed in the court, but the Solicitor must sign the Declaration of Taking and the Department of Justice must file the action in court.

a. Solicitor. The delegated authority of the Solicitor (see 209 DM 3.2) has been redelegated to each Associate Solicitor and Regional Solicitor. Pertinent parts of Section 209.3.2 which have been redelegated read as follows:

(5) When acting upon a proposal by a bureau, to acquire real estate for the United States by condemnation pursuant to section 1 of the Act of August 1, 1888, as amended (40 U.S.C. Sec. 257) whenever in the opinion of the Solicitor it is necessary or advantageous to the Government to do so and to submit to the Attorney General of the United States applications for the institution of proceedings for condemnation.

(6) Under Section 1 of the Act of February 26, 1931 (40 U.S.C., Sec. 258a), to sign declarations of taking.

b. Department of Justice. Once a condemnation case is filed with the Department of Justice (DOJ), DOJ assumes jurisdiction of the case and BLM's role becomes advisory. All authority and responsibility for concluding the case rests with DOJ, therefore, any contacts concerning the case must be referred through the Solicitor's Office to the appropriate DOJ official.

III. Policy. It is the policy of the Bureau to:

A. Acquire land and/or interests in land needed to implement land use plans and to manage, protect, develop, maintain, and use resources on public land and further provide access for public use and enjoyment of such lands (as exemplified by perpetual access to lands having outstanding recreational value); provided such acquisitions are within the limitations of applicable authorities and available funds and are in conformity with land use plans that apply to the area involved.

B. Acquire land and/or interests in land necessary for effective program operation. Before acquisition, BLM must determine whether requirements may be met by improved utilization of present holdings; whether other suitable existing Federal holdings are available, including possible joint-use agreements; or whether requirements may be met by obtaining excess property from other agencies.

C. Obtain legal access for its operations through negotiations with landowners as expeditiously as possible. While BLM employees have a right to enter the public land and manage uses on public land, they do not have an unrestricted right to cross private lands or use private roads to reach the public land. Negotiations must be carried out in an efficient, courteous, and fair manner with "face-to-face" meetings with the owners wherever possible. All negotiations shall comply with Title III of the Uniform Real Property Acquisition Policies Act of 1970, as amended.

D. Acquire land and/or interests in land through the use of written instruments (deeds) only after final review and approval for technical adequacy and compliance with applicable standards by the respective State Office Realty Specialist in coordination with the Solicitor's Office.

E. Secure written approval of title from the appropriate Regional/Field Solicitor as to the sufficiency of the title to the land and/or interest in land therein that is being acquired by the United States through purchase, exchange, donation, or condemnation. The title evidence must assure that proper owners are identified and unacceptable title encumbrances are removed from the title. Managers must comply with 40 U.S.C. Sec. 255 which states in part:

"Unless the Attorney General gives prior written approval of the sufficiency of the title to land for the purpose for which the property is being acquired by the United States, public money may not be expended for the purchase of the land or any interest therein."

F. Use eminent domain only after diligent negotiations to purchase have failed, when an emergency situation exists, or when a landowner is unable to convey a clear title.

G. Accept donations of land or interests in land which implement land-use planning goals and will help consolidate and facilitate the management, use, and protection of the public lands and its resources.

H. Dispose of unneeded acquisition rights under procedures delegated to the BLM from GSA to the underlying landowner when it is determined that such rights are no longer needed by the United States and that the United States has received fair market value.

I. Use cost effective alternatives to the direct purchase of private lands whenever possible and only acquire the minimum interest necessary to meet the management objectives when using the Federal portion of the Land and Water Conservation Fund.

J. Only perpetual interests may be acquired when using the Federal portion of the Land and Water Conservation Fund.

K. Land and/or interests in land acquired where any portion of the consideration is derived from the Land and Water Conservation Fund shall remain in Federal ownership and shall not be disposed of by any means, including exchange, Recreation and Public Purpose lease/patent, or sale.

L. Acquire land and/or interests in land only after environmental site assessments (including grantor's certification) has been performed and, if necessary, site remediation has been satisfactorily completed.

IV. Expenditure of Appropriated Funds on Non-Federal Lands. The Comptroller General has ruled many times on the permissibility of expending appropriated funds on non-Federal lands. The general rule is that appropriated funds may not be used to make permanent improvements to non-Federal lands unless specifically authorized by law; i.e., the Wyden Amendment (P.L. 104-208, Sec. 124, as amended). (See 42 Comp. Gen. 480 (1963)). In numerous opinions, the Comptroller General has not been liberal in allowing improvements to be made on non-Federal lands without the benefit of legal rights (an easement) sufficient to adequately protect the government's interest. Exceptions to this policy may only be made if the improvement is removable, the expenditure is reasonable in amount, the improvement is used for the principal benefit of the government, and when the government's interest is fully protected.

V. Crossing Private Land. While BLM employees have a right to enter the public land, they do not have an unrestricted right to cross private lands or use private roads to reach the public land. In overseeing the management of 263 million acres of land, BLM personnel often must cross private lands on a regular basis. In many instances, such crossings are in areas where property lines identifying private and public ownership are not readily evident on the ground, and where there are no residents. Often, the landowners are absentee owners living in another State, or at some distant location and often may be corporations, governmental bodies, schools, or similar bodies rather than private landowners. Every attempt should be made to contact the owners for permission to cross their land in order to reach public lands or to perform reconnaissance and/or survey work.

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A. Obtaining Permission to Enter. When crossings are near a residence, on a working ranch, or on other occupied sites, BLM personnel should regularly contact the landowner or inhabitant of the residence for verbal permission to cross the private property or use a private road for access to public lands. In many instances, BLM personnel obtain keys to locked private gates and subsequent use of the gate is clearly understood. In other instances, permission may be obtained by telephone, particularly in situations where crossings will be infrequent or distant from a residence. When necessary, written permission should be obtained. Refer to *Chapter VI - Negotiations*, for additional information on obtaining written permission. If entrance is denied by the owner, the case should be referred to the State Office Realty Specialist for guidance.

B. Emergency Access / The Right of Necessity. At times, because of emergencies or other situations, it becomes impractical to contact landowners in advance. This is particularly true in firefighting. The "right of necessity" to go upon property for firefighting purposes, where it is necessary for the preservation of property or to prevent destruction of property, has been recognized in the laws of most States, in the courts, and by the Congress. Cadastral survey is another example in which there has been legal recognition of its somewhat unique situation. However, as a standard practice, when the crossing is near an occupied residence or through a heavy use area, BLM personnel should contact and notify private landowners even in emergency situations.

C. Maintaining the Good Neighbor Policy. In activities where there would not be regular, intensive, or frequent crossings, or crossing of inhabited and intensively utilized private lands, the rule of "common sense" in applying the good neighbor policy will be followed. As an example, if the crossing is close to a dwelling or would necessitate traversing through a locked gate, the resident should be contacted and permission to cross should be obtained.

1. In some programs, the BLM has prepared relatively detailed instructions on the issue of making contact with private landowners in the very sensitive area of obtaining access to or across their lands. This is particularly applicable in those situations in which the BLM may find it necessary to acquire an easement across private land for road or trail construction purposes, or where other "project type" work is involved.

2. In some cases, the BLM and its employees are known to their neighbors. The BLM's activities are common knowledge, and in many instances, these neighbors are cooperators with the BLM through grazing leases or permits, reciprocal right-of-way agreements, fire control organizations, and related activities. However, in other situations, this is not the case and BLM employees must take extra steps to inform neighbors of the BLM's activities.

VI. Appraisals.

A. Appraisal Standards. For information and guidelines concerning standards for appraisals in the direct purchase of property rights and condemnation, refer to:

1. Uniform Appraisal Standards for Federal Land Acquisitions. Interagency Land Acquisition Conference. Current edition.
2. Departmental Manual 602.1.1.
3. BLM Manual Section 9310 (Real Property Appraisal) and 3600 (Mineral Appraisals).
4. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(42 U.S.C. Sec. 4601 et seq.) and implementing regulations (49 CFR Part 24).

5. Uniform Standards of Professional Appraisal Practice (USPAP). The Appraisal Foundation, Washington, D.C., as amended.

B. Use of Appraisals. An appraisal is used as the basis for determination of fair market value in order to assure that the Government will deal fairly and equitably with each landowner. Except as provided in paragraph D. Appraisal Waivers below, real property shall be appraised before the initiation of negotiations with an owner. The owner or a designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property. The amount offered the property owner shall not be less than the approved market value estimate.

C. Minimum Offer. The BLM has established \$1000 as the minimum offer that will be made for any acquisition.

D. Appraisal Waivers. An appraisal report is not necessary for a Federal acquisition if the authorized officer concurs that the amount offered is fair and reasonable, the value is less than \$2,500, and the owner agrees to the offer. The BLM's offer must be reasonably supported and cannot diminish any protection provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 49 CFR Part 24. A determination that an appraisal is not necessary may be made by a BLM appraiser or by a realty specialist approved by the State Chief Appraiser to make the determination. The responsible authorized officer must concur in the determination in writing.

E. Release of Appraisal Information.

1. Appraisal and review reports are prepared for use of BLM in setting value and reaching agreement in acquisitions. They are internal documents and are not subject to public release until the BLM has taken action utilizing the information in the report. As such, appraisal reports for the acquisition of real property are not subject to release to the public during the negotiation period. The authorized officer may release an appraisal or review report earlier on a case-by-case basis. Once an appraisal or review report has been furnished to anyone outside of the Federal government, except to a landowner during a negotiated purchase, it has become a public document.

2. Proprietary or confidential information contained in the appraisal should be released or withheld in accordance with the provisions of the Freedom of Information Act. Refer to 43 CFR Part 2 and Manual Section 1278.

3. In the event of a condemnation where an action has been filed, the contents of the appraisal report should not be divulged without authorization from the Department of Justice.

F. Separation of Appraisal and Acquisition Functions.

1. Restrictions. Except for cases which meet the requirements for an appraisal waiver, negotiations for an acquisition must not be carried on by the same person making the appraisal of the property. The negotiator needs to know appraisal procedures, but must not make the appraisal for the property which is to be purchased. Landowner confidence that the appraisal is objective and unbiased is essential to the successful completion of an acquisition. A completely objective appraisal is difficult for one who acts as both appraiser and negotiator.

2. Cooperation Needed Between Negotiator and Appraiser. Through early contacts with the landowner, the appraiser can offer valuable information to the negotiator with respect to the property as well as the nature of the individual landowner. Conversely, the negotiator, in reviewing the appraisal, may point out some factor overlooked by the appraiser. Even after opening negotiations, an undisclosed fact may come to light that should be passed back to the appraiser for consideration. It follows that the negotiator must also be well trained in real property evaluation procedure in order to do a satisfactory job of acquisition, both in being able to recognize appraisal flaws and to explain and defend, with confidence, the appraisal which represents adequate compensation.

G. Instruction to Appraisers. The appraiser, whether a BLM appraiser or a private fee appraiser, must be made fully aware of property and the rights to be acquired in order to prepare an approveable appraisal report. The BLM realty specialist, or other knowledgeable person, must work closely with the appraiser to provide the information needed in each particular case.

Form 9300-8, Request for Real Estate Appraisal, is available as a tool for realty specialists and appraisers to organize appraisal assignments. The information on the form is the minimum information needed by the appraiser to begin an appraisal. Particular attention must be paid to an accurate description of the property rights to be appraised. The simplest way to explain the rights to be appraised is to include a draft of the deed to be used in the acquisition. This is virtually essential when conservation easements or similar interests in land are to be appraised. Also include title evidence, timber cruises, mineral reports, area and site maps, aerial photos (if available), EA's and EIS's (in draft or final form if available), disposition of encumbrances, and the reservation of any interests by the landowner.

H. Appraisals Commissioned by Third-Party Nonprofits for Eventual Review by BLM. All appraisals being performed for properties that are being purchased and held for eventual transfer to BLM must be performed using an approved BLM appraiser and appraisal instructions provided by a qualified BLM Review Appraiser. If a report is received for review by the Bureau and it does not contain a copy of BLM-provided appraisal instructions or statement of work, it will not be reviewed and will be returned to the provider as an unsolicited report unless it is accompanied by a written request for review from the responsible Field Manager.

VII. References.

- A. BLM Manual 1203 - Delegation of Authority.
- B. BLM Manual 1601 - Land Use Planning.
- C. BLM Handbook H-2101-4 - Preacquisition Environmental Site Assessments,
- D. BLM Courses 2100-1, 2100-2, 2100-3 and 1730-32 training material and books.
- E. Administering the Uniform Relocation Assistance Program, International Right-of-Way Association, 1980.
- F. Federal Highway Administration training material and books.
- G. Department of Justice Title Standards 2001. See <http://www.usdoj.gov/enrd/title.htm>.
- H. A Procedural Guide for the Acquisition of Real Property by Governmental Agencies, Department of Justice, 1972
- I. Regulations of the Attorney General Promulgated in Accordance with the Provisions of Public Law 91-393, Approved September 1, 1970, 84 Stat. 835, an Act to Amend Section 355 of the Revised Statutes, as Amended, Concerning Approval by the Attorney General of the Title to Lands Acquired for and on Behalf of the United States and for other Purposes.
- J. The Conservation Easement Handbook, Land Trust Exchange and Trust for Public Land, 1988.
- K. Model Conservation Easement and Historic Preservation Easement, Land Trust Alliance, 1996.
- L. The Conservation Easement in California, The Trust for Public Land, 1983.
- M. Principles of Right of Way Acquisition, American Right of Way Association, 1972.
- N. Appraising Easements, Land Trust Alliance, 1990.
- O. The Conservation Easement Stewardship Guide, Brenda Lind, Land Trust Alliance.
- P. Preserving Family Lands, Books I & II, Stephen J. Small, Land Trust Alliance.
- Q. Blacks Law Dictionary, Henry C. Black, West Publishing Co., 1999.
- R. Powell On Real Property, Chapters 21 and 25, Richard R. Powell and Patrick J. Rohan. New York: M. Bender. 1968.

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Chapter III - Glossary of Terms

I. **Definitions.** As used herein, these definitions may not meet legal criteria in all jurisdictions. If specific problems or questions arise as to terminology, consult the appropriate Regional/Field Solicitor.

ABANDONMENT OF HOMESTEAD: A recorded document, executed by those claiming a homestead exemption, giving up said homestead. Not applicable to all states and procedure must be according to local statutes.

ABSTRACT OF JUDGMENT: A summary of the essential provisions of a court judgement, which when recorded in the county recorder's office, creates a lien upon the property of the defendant in that county, both presently owned or after acquired.

ABSTRACT OF TITLE: A condensed history of the record title to a certain tract of land, including all conveyances, transfers, liens) and other matters on the public records which in the opinion of the abstracter affect the title to the tract. An abstract of title does not evaluate the title insofar as certifying the owner of record or listing exceptions to the title.

ACCESS: Coming toward or near to; approach, a way or means of approach, the right to come into, approach, use, admittance.

ACKNOWLEDGMENT: Formal declaration before an authorized official 1) by the person who executed a document, 2) acknowledging it to be by free act and will, and 3) acknowledging authority to sign when in a representative capacity; i.e., corporations, partnerships, attorney-in-fact, agency, etc.

ACQUIRED LANDS: Lands and/or any part of the mineral estate obtained by the United States through direct purchase, donation or condemnation. Also, lands and minerals obtained by the United States through the Weeks Act. In rare instances, lands and minerals conveyed to the United States through exchange take on the status of Acquired Lands where the lands conveyed from the United States are Acquired Lands.

ACQUISITION: The activity of obtaining land and/or interest in land through purchase, exchange, donation, or condemnation.

APPRAISED VALUE: An opinion of the value of a property at a given time, based on facts regarding the location, improvements, etc. of the property and surroundings.

APPURTENANCE: Something belonging to something else, either attached or not, such as a barn to a house, or an easement to land. The appurtenance is part of the property and passes with it upon sale or other transfer.

ASSIGNMENT: A transfer or making over to another of the whole of any property, real or personal, in possession or in action, or of any estate or rights therein.

BANKRUPTCY: Proceedings under Federal bankruptcy statutes to relieve a debtor from insurmountable debt. The bankrupt's property is distributed by the court to the creditors as full satisfaction of the debts, in accordance with certain priorities and exemptions. Voluntary bankruptcy is petitioned by the debtor; involuntary by the creditors.

BARGAIN AND SALE DEED: See DEED.

BONA FIDE: A legal term which refers to any actions, situations, or persons that are honest, in good faith, and without fraud.

BUNDLE OF RIGHTS: The rights (interests) of ownership of real estate. Considering all the rights of ownership (possession, quiet enjoyment, etc.) as being separate but bundled together. The alienation of any of these rights (giving up possession by leasing, for example) is simply taking one from the bundle and retaining the rest.

BUREAU: The Bureau of Land Management (BLM).

CERTIFICATE OF TITLE: See TITLE EVIDENCE.

CHAIN OF TITLE: The series of conveyances affecting a particular tract of land from the original source of title down to the present owner(s).

CHATTEL: Personal Property.

CLOSING: (1) In real estate sales, the final procedure in which documents are executed and/or recorded, and the sale is completed. (2) A selling term meaning the point at which the client or customer is asked to agree to the sale or purchase and sign the contract. (3) The final call in a metes and bounds legal description which "closes" the boundaries of the property.

CLOSING COSTS: Expenses incidental to a transfer of title to real estate, such as title fees, recording fees, etc.

CLOSING STATEMENT: The statement which lists the financial settlement between buyer and seller, and also the costs each must pay.

CLOUD ON TITLE: An encumbrance on real property which, if valid, would affect the rights of the owner. The cloud may be removed by quitclaim deed or, if necessary, by court action.

COMMON LAW: The body of laws, originated and developed in England, which was adopted by most states and still prevails if not superseded by statute.

COMMUNITY PROPERTY: Property owned in common by a husband and wife, which was not acquired as separate property.

COMPLAINT IN CONDEMNATION: The initial pleading filed in court by the United States in condemnation cases. It contains a statement of authority for the taking, use for which property is taken, property description, interest to be acquired, and a designation of defendants.

CONDEMNATION: The process by which property is acquired for public purposes through legal proceedings under the power of eminent domain.

CONDEMNATION ASSEMBLY: A package of informational material assembled by the acquiring agency and transmitted to the appropriate Regional/Field Solicitor, through the State Director, requesting condemnation action be initiated.

CONTRACT OF SALE: A contract for the sale of real property under which the seller retains legal title to the property as security for the performance of the contract. Contract may or may not be recorded.

CONSERVATION EASEMENT: See EASEMENT.

CONSIDERATION: Compensation for the property conveyed in view of the surrounding circumstances and conditions.

CONVEYANCE: A document by which the transfer of title to land and/or interest in land is made from one owner to another.

CORNER: A geographic point on a land boundary at which two or more boundary lines meet.

CORRECTION DEED: See DEED.

CURTESY: A common law interest of a husband in the property of his deceased wife. Abolished in most states. See also DOWER.

DECLARATION OF TAKING: A pleading signed by the appropriate Regional/Field Solicitor, Department of the Interior, whereby the United States takes immediate possession of certain described land and/or interests in land. Upon filing a Declaration of Taking, along with the estimated just compensation in Federal Court, title to the described land and/or interests in land therein vests in the United States.

DEED: a written document that serves to implement and be evidence of a present transfer of the title to land, or of certain interests in land (for example, easement interests), by the purported owner (referred to in the deed as the "grantor") to a new owner (the "grantee"). The grantor must be mentally competent and of a suitable age under State law to convey real estate, and also must sign and deliver the deed of their own free will. Furthermore, before a deed can be recorded, the grantor's signature must be verified before a notary public, or other appropriate official, who must sign and complete an acknowledgment form at the end of the deed. Under the laws of many States, other prerequisites to the recording of a deed may be imposed. A deed to privately owned land must always be delivered to, and be accepted by, the grantee in order to complete the transfer of title. The operative words of transfer and other terms of a deed will vary depending upon the intent of the parties. For this and other reasons, several somewhat different deed forms have evolved.

bargain and sale deed: a form of deed that, because of its historical origins, contains the operative words "bargains and sells" or "bargains, sells, and confirms," thus evidencing an intent to effect a present conveyance of the title, or the interest in land, that the deed purports to convey. Frequently a bargain and sale deed will be resorted to in lieu of a quitclaim deed, in which case the customary covenants of title are not added to the deed. By not employing a word such as "grant" as an operative word of transfer, implied statutory covenants may be avoided in some states. However, some forms of bargain and sale deeds may contain an express covenant against grantor's act. Bargain and sale deeds are recordable in real property records and convey the after acquired title of the grantor.

correction deed: a form of deed that is used, as the name implies, to correct an error that is mutually recognized and agreed to as such by the grantor and the grantee of a prior deed in which the error occurred.

deed of donation: a form of deed that is given to effect a transfer, as an outright donation or gift, of land and/or interests in land. The deed must be delivered without the receipt, either in the form of cash or of any other object having monetary value, any preferential treatment, or any promise on the part of the grantee that, if carried out, would be likely to result in some special benefit or gain to the grantor or others of a limited class, apart from the public at large.

deed of trust: An instrument used in many states in place of a mortgage. Property is transferred to a trustee by the borrower (trustor), in favor of the lender (beneficiary), and reconveyed upon payment in full.

quitclaim deed: a form of deed that operates as a present transfer by way of release, rather than by way of an affirmative grant or conveyance of title, of all of the rights, title, and interest of the grantor in the land that is the subject of the deed. Since the grantor is merely releasing whatever interest, if any, the grantor has or may have, a quitclaim deed does not warrant title nor purport to grant or convey anything. The use of this form of deed relieves the grantor from liability resulting from failure of title, or from defects or encumbrances with respect to the title. Presence of quitclaim deed in chain of title usually raises doubt in the mind of the examiner as to the sufficiency of the title. It is often used for title clearance purposes. It does not pass after acquired title. Recording of the quitclaim deed will not cut off prior unrecorded grants. The grantee under a quitclaim deed does not qualify as a bonafide purchase in some states.

warranty deed: a deed containing covenants which, if breached, allow the grantee to sue the grantor for damages that the grantee has suffered on account of the breach. A deed containing these covenants commonly is referred to as a full covenant and warranty deed or more simply as a "general warranty" deed.

DEFEASIBLE: Subject to be defeated, annulled, revoked, or undone upon the happening of a future event or the performance of a condition subsequent, or by conditional limitation.

DEFEASIBLE FEE: An estate in fee that is liable to be defeated by some future contingency.

DEFEASIBLE TITLE: Title which is not absolute but possibly may be annulled or voided at a later date. For example: title conveyed to A with condition that if A marries before age 30, title will go to B., A's title may be good (doesn't marry) or may be defeated (marries before 30). Subject to be defeated, annulled, revoked, or undone upon the happening of a future event or the performance of a condition subsequent, or by conditional limitation.

DONATION: Transfers of land or interest therein to the United States without payment by the United States of any consideration therefor. A voluntary conveyance, made gratuitously, and not upon any consideration of money. The term "land" can include improvements fixed to the land.

DOWER: A common law interest of a wife in the property of her deceased husband. Being changed in many states by statute to give more equality between men and women in property rights. Abolished in most states. See CURTESY.

EASEMENT: An interest in land entitling the owner or holder thereof, as a matter of right and not merely by way of a permissive license that can be revoked at any time, to enter upon land in the possession of another person (usually an owner or tenant) for a particular purpose in the form of a prescribed use to be made of the land. The land against which the easement or privilege exists is called the "servient" tenement and the estate to which it is annexed is the "dominant" tenement.

appurtenant easement: One which is attached to and passes with the dominant tenement as an appurtenance thereof.

conservation easement: A right which prohibits the owner of the servient estate (landowner) from doing things which otherwise would be lawful upon his estate in order to protect the natural resources of the property.

easement in gross: Easement not appurtenant to any estate in land (or not belonging to any person by virtue of his ownership of an estate in land) but a mere personal interest in, or right to use, the land of another.

perpetual exclusive easement: A perpetual right acquired by the United States to use land of another for a particular purpose, such right being acquired exclusively by the United States and excluding others from enjoying the same privilege unless specifically authorized by the United States. An exclusive road easement grants control to the U.S. and may allow it to authorize third party use and set road use rules.

perpetual nonexclusive easement: A perpetual right acquired by the United States to use land of another for a particular purpose, such right not being granted exclusively to the United States and not excluding others from enjoying the same privilege. A nonexclusive road easement to the U.S. only allows use by it and its agents and those authorized to do business on U.S. lands. The underlying land owner still controls the road use subject to the right granted the United States.

scenic easement: A right which prohibits the owner of the servient estate (landowner) from doing things which otherwise would be lawful upon his estate in order to protect scenic values. Such easements are normally acquired under authority of special legislation such as the Wild and Scenic Rivers Act.

temporary easement: Same as perpetual easement, except that the grant is for a period of time as specified in the conveyance document.

EMINENT DOMAIN: The inherent right or power of the sovereign, under appropriate authority, to take private property for public purposes without the owner's consent upon payment of just compensation.

ENCUMBRANCE: Generally, liens or burdens on the title to land that are held by one other than the present owner. Examples: Mortgages, tax liens, mechanic's liens, and judgment liens. In some jurisdictions, easements, leases, covenants, or restrictions of record may be characterized as encumbrances.

ENDORSEMENT: An update or supplement to the title insurance policy.

ESCROW: A process in which a neutral third party, such as a title company, holds title documents and funds until the terms of the escrow instructions are satisfied. When these terms are satisfied, the title documents are delivered and the funds are disbursed.

ESCROW INSTRUCTIONS: Instructions which are signed by both buyer and seller, and which enable an escrow agent to carry out the procedures necessary to transfer real property or other assignable interest.

ESCROW OFFICER: An escrow agent. In some states, one who has, through experience and education, gained a certain degree of expertise in escrow matters.

ESTATES: The nature and extent of interest one has in real property.

Estate in fee simple absolute: The largest estate in terms of the interest held by the owner.

Fee simple conditional: Affected by happening or non-happening of an event.

Estate for life: Limited to the life of party holding it, or of some other person.

Estate in common: Held in joint possession by two or more person at one time.

Estate by the entirety: Co-ownership of realty by husband and wife, and upon the death of one, the survivor is the owner of the whole.

Estate for years: Interest in land, and possession thereof, for fixed period of time; less than freehold.

Estate at will and sufferance: The former, at the will of the owner; the latter, the holding over after original lawful entry terminates.

EXCHANGE: The conveyance of Federal lands and/or interest in lands in exchange for acquisition of non-Federal lands and/or interests in land.

EXCLUSIVE EASEMENT: See EASEMENT.

FEDERAL AGREEMENT: A cooperative arrangement between the BLM and other Federal agencies which may provide for the use of land in the other agency's jurisdiction.

FEE: See FEE SIMPLE.

FEE SIMPLE: A term employed in legal parlance to denote the fullest degree of ownership in land. Sometimes the word "fee" is employed to denote the same concept. However, this loose terminology should be avoided because there are other interests in land that are also classified as "fee" interests but that lack the totality of ownership which the fee simple absolute confers in the way of title.

FIDUCIARY: Regarding financial transactions, a person acting in a relationship of trust.

FINANCING STATEMENT: A recorded instrument, taking the place of personal property liens in some states. Used instead of chattel mortgages, inventory liens, pledges, etc.

FINAL JUDGMENT: In a condemnation case, the final decision of the court confirming that title to the condemned interest is vested in the United States free of all claims and liens.

FORECLOSURE: A termination of all rights of the mortgagor (owner) in the property covered by the mortgage.

GENERAL PARTNER: A member of a partnership who has authority to bind the partnership and shares in the profits and losses. A partnership must have at least one general partner and may have more, as well as limited partners.

GIFTS OF LAND: See DONATION.

GRANDFATHER CLAUSE: A clause in a law permitting the continuation of a use, business, etc., which when established, was permissible but, because of a change in the law, is now not permissible.

GRANTEE: One to whom a grant is made. Generally, the buyer.

GRANTOR: One who grants property or property rights.

HABENDUM: The clause in a deed beginning with the words "To have to hold", following the granting clause, which defines the extent of the estate of the grantee.

HEREDITAMENTS: Anything which could be considered real property or anything which may be inherited.

HOME OWNER'S ASSOCIATION: An association of people who own property or homes in a given area, formed for the purpose of improving or maintaining the quality of the area.

INCUMBRANCE: See ENCUMBRANCE.

INDORSEMENT: See ENDORSEMENT.

INSURED: See TITLE EVIDENCE.

INSURED CLAIMANT: An insured claiming loss or damage.

INTEREST IN LAND: The law recognizes that each of a number of persons can hold or own a different group, or collection, of rights or privileges in the same parcel of land at one and the same time. Each group of rights and the duties that accompany them can be thought of as an "interest in land." It must be borne in mind that State laws, in large measure, govern the BLM's acquisition transactions and that the applicable law can vary in some degree, depending upon the laws of the State in which the land is located.

JUDGMENT: The decision of a court of law. Money judgements, when recorded, become a lien on real property of the defendant.

JUST COMPENSATION: The amount paid to the property owner in condemnation cases. The theory is that in order to be "just", the property owner should be no richer or poorer than before the taking.

KNOWLEDGE: Actual knowledge, not constructive knowledge or notice, which may be imputed to an insured by reason of the public records as defined in this policy of any other records which impact constructive notice of matters affecting the land.

LAND: In the most general sense, includes any ground, soil, or earth and things of a permanent nature affixed thereto or found therein, whether by nature, as trees, crops, oil and minerals in the ground, unless specifically excepted, or by the hand of man, as buildings, fixtures, fences, bridges, as well as works constructed for use of water, such as dikes, canals, etc. In its more limited sense, "land" denotes the quantity and character of the interest or estate which the tenant may own in land. As the term relates to the title evidence, the term "land" does not include property beyond the lines of the area described or referred to in Schedule A of the title policy, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

LAND CERTIFICATE: A certificate given by the United States enabling one to obtain land by following certain registration processes. Used in the late 1800's.

LANDLORD: An owner of leased real estate.

LIEN: An encumbrance against property for money, either voluntary or involuntary.

MECHANIC'S LIEN: A lien created by statute for the purpose of securing priority of payment for the price or value of work performed and materials furnished in construction or repair of improvements to land, and which attaches to the land as well as the improvements.

MEMORANDUM OF TITLE: See TITLE EVIDENCE.

MONUMENT: A physical object that marks the location of a corner or other survey point. The terms corner and monument are not synonymous.

MORTGAGE: Right granted to the creditor over the property of the debtor for the security of his debt, and gives the creditor the power of having the property seized and sold in default of payment (a lien). In some states, a mortgage is considered a conveyance of title to the creditor. Mortgages may or may not be recorded.

NEGOTIATED PURCHASE: Purchase of land or interest in land through negotiations.

NONEXCLUSIVE EASEMENT: See EASEMENT.

NOTARY PUBLIC: One who is authorized by the state or federal government, to administer oaths, and to attest to the authenticity of signatures.

NOTICE OF LIS PENDENS: A document recorded in the local county land records to provide public notice of the Government's interest in the land being condemned.

ORDER FOR DELIVERY OF POSSESSION: An order of the court requiring the defendants and all persons in possession or control of the condemned land to surrender possession to the United States to the extent of the estate being condemned.

OWNER OF RECORD: The owner of property according to the records of the county recorder.

PARTNERSHIP: An association of two or more persons to carry on as co-owners.

PERPETUAL EXCLUSIVE EASEMENT: See EASEMENT.

PERPETUAL NONEXCLUSIVE EASEMENT: See EASEMENT.

PERPETUITY: Continuing forever. Legally, pertaining to real property, any condition extending the inalienability of property beyond the time of a life or lives.

PERSONAL PROPERTY: See PROPERTY.

POLICY OF TITLE INSURANCE: See TITLE EVIDENCE.

PRO FORMA: See TITLE EVIDENCE.

PROPERTY: The dominion or indefinite right of use or disposition which one may lawfully exercise over particular things or subjects. The exclusive right of possessing, enjoying, and disposing of a thing. The highest right a man can have to anything.

personal property: In a broad and general sense, everything that is subject of ownership, not coming under the denomination of real property. The term is generally applied to property of a personal or movable nature but is also applied to the right or interest less than a freehold that man has in realty. Personal property is divided into (1) corporeal personal property which includes movable and tangible things, such as animals, furniture, etc.; and (2) incorporeal personal property which consists of such rights as stock, shares, patents, and copyrights.

real property: Land, and generally whatever is erected or growing upon or fixed to land. Also rights issuing out of, annexed to, and exercisable within or about land.

PUBLIC DOMAIN: Originally, the fee ownership of land (including mineral estates) obtained by the United States through treaty or conquest was Public Domain land. Subsequently, any lands or minerals conveyed to the United States in exchange for public domain lands take on the status of Public Domain. PD also includes lands and minerals reverted to the United States through operation of specific enactments in which the lands conveyed to the United States are designated Public Domain. Finally, Congress may enact legislation that specifically designates lands to be managed as part of the Public Domain.

PUBLIC LANDS: All lands and interests in lands administered by BLM except lands located on the Outer Continental Shelf and lands held for the benefit of Indians, Aleuts, and Eskimos.

PUBLIC RECORD: Records established under State statutes usually at a county level. The records of all documents which are necessary to give notice. The records are available to the public.

QUITCLAIM DEED: See DEED.

REAL PROPERTY: See PROPERTY and LAND.

RECIPROCAL: To give and take mutually.

RESERVATION: A right created and retained by a grantor. The reservation may be temporary (such as a life estate) or permanent such as an easement running with the land. Public land reserved for a special purpose, such as an Indian reservation. Retention of rights in favor of the United States in a parcel of land for which title is being passed out of Federal ownership, such as Ditches and Canals.

REVERSION: The residue of an estate, usually the fee, left in the grantor and his heirs after the termination of all estates granted.

REVERTER CLAUSE: A provision providing for the restoration of the use of property to a donor in dedication upon the termination of the use for which dedicated.

RIGHT-OF-WAY: A legal right of passage over another person's land.

ROUTE SURVEYS: A survey of and for roads, railroads, pipelines, transmission lines, canals, and other projects of linear extent.

RUNNING WITH THE LAND: Usually concerned with easements and covenants. Passing with the transfer of the land.

SCENIC EASEMENT: See EASEMENT.

SERVICE OF PROCESS: The legal announcement served on defendants that an action such as condemnation has been commenced.

SUBORDINATION AGREEMENT: An agreement by which an encumbrance is made subject to a junior encumbrance.

TAKING: A common synonym for condemnation (eminent domain).

TAX DEED: Deed from tax collector to governmental body after a period of non-payment of taxes according to statute.

TAX EXEMPTION: Freedom from payment of property or other taxes. Usually granted to religious, educational, non-profit organization, and governmental entities.

TEMPORARY EASEMENT: See EASEMENT.

TENANT: A holder of property under a lease or other rental agreement.

TITLE: The right to or ownership of property. The word may be thought of as being synonymous with the words "right," "interest," and "estate," which denote the degree, quantity, nature, and extent of the interest that a person may have in property.

TITLE CLEARANCE: The procedure for removing or subordinating title defects or encumbrances so that the real property or interest therein to be acquired may be transferred free from title objections that are not acceptable to the United States.

TITLE COMPANY: A company acting as agent for a Title Insurance Company which issues insurance regarding title to real property.

TITLE EVIDENCE: A document furnished by a title insurance or a title abstract company which reports the results of a title search. The nature of the report will vary. Normally it will be in the form of policy of title insurance, certificate of title, memorandum of title, or abstract of title.

certificate of title: A certified statement by a bonded abstracter (usually a title company) stating that a search of the public records has been made by the abstracter and that the title is vested of record in a named party, subject to listed exceptions. Off-record objections such as those disclosed by a survey or inspection of the property are never covered by certificate of title.

insured: The insured named in Schedule A of a title evidence, and, subject to any rights or defenses the title company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

memorandum of title: Similar to the certificate of title, except that the record search is limited to a fixed number of years as it relates to the amount of consideration to be paid for the land or interest in land, and also, to the purpose to which the land or interest therein is to be used.

policy of title insurance: A contract issued by an insurance company insuring against loss or damage, resulting from a defective or encumbered title, to the extent provided under the terms of the policy.

pro forma: Title evidence issued prior to the deed being recorded and prior to the final policy of title insurance showing how the final policy of title insurance will look after encumbrances have been satisfied and removed. Issued for the convenience of the United States so that a Regional/Field Solicitor can review at their leisure, rather than during the actual closing of the transaction.

TITLE INSURANCE: Insurance against loss resulting from defects of title to a specifically described parcel of real property. Defects may run to the fee (chain of title) or to encumbrances.

TITLE OPINION: A legal opinion, rendered in writing by the Office of the Solicitor, relative to the state of the title in connection with the property or interest therein being acquired. The purpose of the preliminary opinion is to identify the grantor and to determine which, if any, defects or encumbrances must be removed before title to the property or interest being acquired will be acceptable to the United States. The final opinion of title is issued after the deed has been recorded, all objectionable encumbrances and defects have been removed, and final title evidence, satisfactory to the United States showing the title as being vested in the United States, has been secured.

TRANSFER(S): The act by which the title to property is conveyed from one person to another. An example could be seized "drug properties", properties held by Farm Service Agency which have been repossessed.

TRUSTEE IN BANKRUPTCY: One appointed by a bankruptcy court, and in whom the property of the bankruptcy vests. The trustee holds the property in trust, not for the bankrupt, but for the creditors.

TRUSTEE DEED: A deed by a trustee under a deed of trust, issued to a purchaser, pursuant to foreclosure, at an auction. (Should not be confused with a deed from a Trust.)

UNRECORDED INSTRUMENT: A deed, mortgage, etc., which is not recorded in the county recorder's office and, therefore not protected under recording statutes. Valid between the parties involved, but not against innocent third parties.

VESTED: Present ownership rights.

WARRANTY DEED: See DEED.

II. Abbreviations and Acronyms.

- A & E:** Architectural and Engineering.
- ACEC:** Area of Critical Environmental Concern.
- ALTA:** American Land Title Association:
- AO:** Authorized Officer.
- ATI:** Agreement to Initiate an Exchange.
- ATROW:** Access and transportation rights-of-way.
- AWP:** Annual Work Plan.
- BLM:** Bureau of Land Management.
- CADD:** Computer Aided Design and Drafting.
- CBWR:** Coos Bay Wagon Road Grant Lands.
- CDI:** Control Document Index.
- CERCLA:** Comprehensive Environmental Response, Compensation and Liability Act.
- CFR:** Code of Federal Regulations.
- CMPA:** Cooperative Management and Protection Area
- Comp. Gen.:** Comptroller General of the United States.
- DCN:** Document Control Number.
- D.M.:** Departmental Manual.
- DOI:** Department of the Interior.
- DOJ:** Department of Justice.
- DOT:** Department of Transportation.
- DSS:** Decent, safe and sanitary.
- EA:** Environmental Assessment.

EIS: Environmental Impact Statement.

E.O.: Executive Order.

ESA: Environmental Site Assessment or Endangered Species Act.

ET AL: And others, or another.

ET SEQ: And following.

ET UX: And wife.

ET VIR: And husband.

FHWA: Federal Highway Administration.

FLPMA: Federal Land Policy and Management Act.

FO: Field Office.

F.R.: Federal Register.

F.S.: Forest Service.

FWS: Fish and Wildlife Service.

GPS: Global Positioning System.

GSA: General Services Administration.

HOA: Home Owner's Association

LR2000: Legacy Rehost 2000 Case Recordation System

LWCF: Land and Water Conservation Fund.

NCA: National Conservation Area.

NEPA: National Environmental Policy Act.

NHL: National Historic Landmark.

NHT: National Historic Trail.

NM: National Monument

NPO: Non-Profit Organization.

NPS: National Park Service.

NRA: National Recreation Area.

NRT: National Recreation Trail.

NSA: National Scenic Area.

NST: National Scenic Trail.

O&C: Oregon and California Railroad Grant Lands.

OMB: Office of Management and Budget.

PAWP: Preliminary Annual Work Plan.

PD: Public Domain

P.L.: Public Law.

QCD: Quitclaim Deed.

RA: Riparian Area.

RAP: Rental Assistance Payment.

RMP: Resource Management Plan.

R.S.: Revised Statute.

SBP: Strategic Budget Plan.

S.O.: State Office or Secretarial Order.

SRMA: Special Recreation Management Area.

SS: Used as that part of a record, pleading, or affidavit, called the "statement of the venue" commonly translated as "to wit".

T&E: Threatened and Endangered.

USC: United States Code.

USDA: United States Department of Agriculture

USDI: United States Department of the Interior. (See DOI.)

USPAP: Uniform Standards of Professional Appraisal Practice.

W.O.: Washington Office.

WSA: Wilderness Study Area.

W&SR: Wild and Scenic River

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Appendix

P.L. 104-204, Section 124, as amended - Wyden Amendment

Chapter IV - Planning, Programming, and Budget

I. **Introduction.** This chapter contains a brief description of the planning, programming, and budget considerations which are the foundation of an effective land acquisition program. It addresses land use planning requirements and issues related to development of activity and project plans from which an acquisition program can be implemented. This chapter covers alternatives to acquisition and factors to consider in selecting the most effective alternative to meet the BLM's acquisition needs.

II. **Planning.** Section 205 of the Federal Land Policy and Management Act of 1976, as amended, (FLPMA) authorizes the BLM to acquire land or interests in land for all purposes related to its mission as long as these acquisitions are consistent with "applicable land use plans." The BLM has a variety of acquisition methods which may be utilized to acquire land or interests in land needed to facilitate and enhance its management objectives. These methods include negotiated purchase, donation, exchange, and condemnation. See *Chapter I - Overview* regarding details on these methods. The array of available acquisition alternatives provides the Authorized Officer considerable flexibility in selecting which alternative will safeguard BLM investment and facilitate sound resource management action on public lands. Various methods of acquisition may be utilized to acquire multiple parcels within a given project area. These alternatives may be either permanent or temporary and include the outright (fee) purchase of land (surface estate and mineral interest), including acquisition of surface estate (without mineral interest), sub-surface estate (minerals only, without surface estate), timber rights, and water rights, as well as less-than-fee interest in land (including easements) for purposes such as access, conservation, and open space. Unless these management needs are addressed in an approved land use plan, the BLM has no authority to acquire these interests unless and until the plan is amended to provide for them.

A. **Planning System.** All acquisition of land or interests in land must be consistent with approved land use plans prepared pursuant to the FLPMA. If new conditions determine an acquisition is needed which is not provided for in the existing plan, an amendment to the current Resource Management Plan (RMP) must be prepared and approved before the acquisition is initiated. When preparing an RMP or plan amendment, all acquisition needs should be identified as specifically as possible by each resource activity prior to formulating the alternatives to be analyzed in the Environmental Assessment (EA) or Environmental Impact Statement (EIS) that accompanies the plan or amendment. After a plan is approved, the proposed acquisition of land and/or interests in land may be allowed only if the acquisition conforms to the decisions, terms, and conditions of the plan. Conformity requirements and standards are described in BLM Manual Section 1600. Conformity for acquisition requires that areas or properties to be acquired be defined by boundary, and in the case of access, specific areas such as those with recreation or timber production emphasis should be identified. These acquisition needs are subject to revision, as necessary, during the course of plan preparation. The level of National Environmental Policy Act (NEPA) analysis contained in the approved land use plan should incorporate the possibility of acquisition of all non-Federal parcels within and/or contiguous to the project boundary which possess characteristics suitable for acquisition. The approved land use plan should provide a determination of NEPA adequacy for the proposed acquisitions. The development of activity plans which tier from the RMP are encouraged. These plans could include preparation of an access plan which identifies and prioritizes access needs in the planning area or development of a land tenure adjustment plan which identifies areas where public lands are to be consolidated or disposed. Individual project plans may also be developed to identify access and/or land acquisition needs associated with a specific management effort, such as the establishment of a Congressional or agency special management area designation.

1. Land Use Plan/Resource Management Plan (RMP). It is important the Authorized Officer address the need for acquisition in the RMP for the planning area. These land and interests in land acquisition needs should include acquisition of inholdings and/or edgeholdings in special management areas such as Areas of Environmental Concern (ACEC), National Conservation Areas (NCA), National Monuments (NM), National Recreation Areas (NRA), Wild and Scenic Rivers (W&SR), Special Recreation Managements Areas (SRMA), etc. and the need to provide legal access to public lands. The RMP should identify, to the extent possible, areas where access is needed and/or establish criteria for the determination of future access needs. Identification of acquisition areas within the RMP will eliminate the risk of acquiring an interest in land (access or conservation easement) where the long term management goal is to acquire the land in fee. For example, the RMP should enable a decision to be made concerning obtaining an access easement to an area where increased recreational use has developed even though the area may not have a special management designation in the plan. With this level of planning done, the Authorized Officer can prepare activity and project plans for development of multi year land/easement acquisition programming and budget packages for the planning area with the assurance that implementation plans will not be delayed due to inconsistencies with the plan. The RMP "umbrella" will include all lands within and/or contiguous to the project area, irrespective of current ownership, providing for equal protection of properties as they are acquired. Acquisition planning is a multifaceted effort due to the wide range of resource management requirements associated with BLM's multiple use mission and management goals.

2. Project Plan (Activity Plan). These plans tier from the RMP and analyze and identify acquisition priorities for a specific activity or project area (especially within a congressionally approved project area, including *NCA's, NM's, W&SR's, etc.*). A Project Plan identifies resource values and management benefits of the tracts to be acquired and the minimal interest which can be acquired to achieve these goals. It may also propose a sequence for acquisition, considering resource threats and landowner motivation. The Project Plan can identify specific tracts to be acquired and provide information by parcel on the resource values associated with each parcel, as well as landowner name, mailing address and telephone number, acreage, interest in land proposed for acquisition, acquisition method, and the landowner's receptiveness to the acquisition offer. (*See Illustration 1.*) This detailed information is necessary in preparing effective and supportable budget requests. These plans should consider all of the acquisition programs discussed below.

a. Improvements. The existence of improvements on any property proposed for acquisition must be considered in acquisition project planning and in acquisition decisions. For example, the presence of major structures such as residences, dwellings, barns, outbuildings, and other improvements must be thoroughly analyzed. Improvements can contribute a significant portion of the value of the property. An assessment of each improvement should indicate utility to the agency and whether the added cost of acquisition is justified. Potential costs associated with hazardous materials remediation (negotiations should target these costs to the seller) should be described in acquisition project planning. Two other important factors must be considered:

- If any dwellings are involved, the acquiring agency is required to provide relocation assistance to qualified owners and tenants.

- Expenses associated with the maintenance, improvement, and safety of any structures acquired must be available from benefitting programs (subactivities) in field office budgets.

(1) High Value Improvements. If a property includes high value improvements which may be of value to BLM programs, an interdisciplinary team should evaluate potential uses and make a recommendation for consideration in the acquisition decision. If the improvements may be beneficial, the

advice of BLM's engineering staff is needed to determine maintenance/improvement costs, liability issues, and any health and safety concerns. Often these issues can be resolved through the acquisition of a conservation easement on the lands containing and immediately surrounding the improvements rather than fee acquisition. The landowner may wish to retain ownership of the improved area and continue to use the property subject to the terms of the conservation easement which would contain restrictions on the use and improvement of existing structures and limitations on the construction of new improvements.

(2) Low Value Improvements. If improvements are of low value and constitute a minor percentage of the total property value, the BLM is justified in acquiring them and demolishing the structures. BLM appraisal, cultural resource and engineering staffs should be consulted in making this decision. Occasionally the landowner may be willing to remove these minor structures prior to acquisition. In all cases, the owner is required to remove or remediate any contaminant issues related to the structures as identified in the BLM approved environmental site assessment on the property to be acquired.

B. Rights to be Acquired (Type of Estate).

1. Fee Simple. An acquisition in fee simple includes all land ownership rights with no encumbrances. Surface and mineral estate must be acquired together for an acquisition to qualify as fee simple. The definition of fee simple dictates these properties would be extremely remote and devoid of any trace of development. Over time, the use of the word "fee" has evolved to broadly define a variety of land ownership rights. All of these ownership rights are conveyed by a variety of deed documents and include:

a. Limited Fee (Fee). Limited fee is an acquisition of only some portion of land ownership rights. Encumbrances (ditches, roads, utilities, etc.) are likely present. These estates are acquired using the appropriate deed form in conformance with local statutory requirements and in accordance with the Department of Justice (DOJ) standards which generally require a General Warranty Deed. However, this requirement may be waived, upon proper showing, as to conveyances by States, municipal corporations, fiduciaries, and other persons acting solely in a representative capacity. Only DOJ has authority to accept a quitclaim deed as it has not been delegated to the Regional/Field Solicitors. (See *Chapter V - Document Preparation*). Other examples of fee acquisition include:

(1) Surface. Acquisition of the surface occurs when this estate has been separated from the subsurface (mineral) estate. Early 20th Century Homesteading Acts retained increasing portions of the mineral estate in Federal ownership when lands were patented from Federal into private ownership. Subsequent conveyance of these lands between private parties often resulted in owners retaining portions of the subsurface for future mineral speculation. Often the surface estate is acquired to rejoin it to the subsurface estate. Local real estate property tax assessments are calculated on ownership of surface estate. (See *Chapter V - Document Preparation*).

(2) Subsurface (Mineral). Acquisition of the subsurface occurs when this estate has been separated from the surface estate (reference above). Subsurface estates are composed of a wide variety of mineral interests (coal, gas, oil, etc.) which may or may not be present. Often the subsurface estate is acquired to rejoin it to the surface estate, typically to protect against mineral development's surface disturbing activities. (See *Chapter V - Document Preparation*).

(3) Timber. In some States, timber is considered real property and can be purchased separately from the land (i.e., one party can own the right to grow and/or harvest timber on lands owned by another party). (See *Chapter V - Document Preparation*).

(4) Water. The acquisition of water rights is becoming increasingly common for the protection and restoration of historic wetland areas on public land. In most States, water is considered real property and may be purchased separately from the surface estate. Water rights may then be transferred to another area and/or used to facilitate BLM resource programs. The need to purchase additional water for management of special management areas should be addressed in land use plans in the same manner as the acquisition of lands or interests in land. (See *Chapter V - Document Preparation*).

Procedures for the acquisition of water may vary considerably in accordance with the laws of the State involved. Private water rights are often conveyed without warranty, such as by Quitclaim Deed and most title companies will not insure water rights, so special attention must be given to title issues. Usually a title commitment and title insurance cannot be obtained so a title abstract is needed to provide a chain of title to the water right for the conveyance of water. It is also necessary to contact the appropriate State agency to trace all water decrees and adjudication actions. Once the water is accurately described and the ownership determined, it can be appraised. The appraiser selected should have experience in water valuation and a water engineer or consultant may need to assist in the review and approval of the appraisal.

In most cases, the BLM will be unable to acquire water rights by a General Warranty Deed. Often the acquisition will be by Quitclaim Deed, although it may be possible to negotiate the use of a Special Warranty Deed. Under this type of deed, the current owner will warrant title from any defects due to the grantor's actions and for the period the current owner has held title to the water. In either case, both preliminary and final opinions of title must be requested from the Department of Justice since this authority has not been delegated to the Regional/Field Solicitor. Only after receipt of a satisfactory final title opinion, should the consideration be paid.

2. Easement/Less Than Fee (Interests in Land). Less than fee acquisitions convey only those property rights needed by the BLM to use the land for a specific purpose. Title to the land encumbered by the easement (and responsibility for local taxes) is retained by the landowner. See *Chapter V - Document Preparation* for types of deeds used for acquisition of interests in land. Some of the specific types of easements are:

a. Conservation. The acquisition of conservation easements is usually not specifically addressed in land use plans; however, in certain cases they are valuable in meeting management goals and satisfying local concerns over the loss of tax base or "no net gain" issues. In other cases, legislative restrictions limit the extent of fee acquisitions. For example, the Wild and Scenic Rivers Act limits the amount of land which can be acquired in fee in the river corridor, so a conservation easement may be the only method of acquiring some properties, especially when individual ownerships include land internal to and external of the project boundary. Most of the same planning considerations for land purchase apply to the acquisition of conservation easements (the purpose of the conservation easement acquisition must be within the mission of the agency and consistent with its land use plan). Easements acquired with LWCF appropriations must meet the purposes of this Act. Usually the decision to acquire a conservation easement must be justified and approved on an individual case basis and should consider the alternative of acquiring the property in fee. This justification should address the adequacy of the conservation easement to meet management goals. The justification should consider the

normally higher cost of administration of these easements over a fee purchase. It also may discuss the option of administration of these easements by a local land trust or similar entity. If BLM is to manage these easements, funding for the administration of these lands for the permanent protection of the resource interests acquired must be provided. Management funding should be provided by the benefitting resource programs.

A conservation easement which conveys to the BLM all of the management rights needed can often be acquired in lieu of fee purchase at a considerable cost savings. They may be the only method of acquiring needed rights where local issues concerning loss of the private land tax base or "no net gain" are prevalent since the landowner retains title to the land. These easements are usually most applicable to large undeveloped properties to preserve sensitive resource values and/or open space. They usually do not apply to areas where public access is needed or where significant improvements are planned. They are not appropriate when the grantor does not own the mineral estate, since mineral exploration and/or development could defeat the purpose of the easement. Conservation easements are generally not noted on BLM surface management maps (typically utilized by the recreating public) and normally do not provide public access.

(1) Purpose. The BLM has acquired a number of conservation easements over the years for purposes mainly related to the protection of lands along Wild and Scenic Rivers and in special management areas such as *ACEC*'s and *NCA*'s. Each easement must be designed to attain management objectives for the area and to accommodate the landowner's needs. Reaching agreement about the provisions of an easement may take some time. The easement document is often quite lengthy to fully cover all issues and avoid future disagreements over the rights of each party.

(2) Deed Requirements. The legal assistance of the Regional/Field Solicitor is critical in the preparation of easement documents. The Conservation Easement Handbook published by the Land Trust Alliance is a good source of information in the development of these easements. A conservation easement should contain the following items:

- A clear statement of the purpose(s) of the easement.
- A statement of the rights conveyed including the right to enter on the property for administration of the easement provisions.
- Identification of prohibited uses and practices.
- Term of the grant is perpetual.
- Statement of the Grantor's responsibilities for all taxes and costs associated with operations on the property. Grantor will indemnify and hold the Grantee harmless from these costs.
- A provision that all subsequent deeds conveying the property contain a reference to the conservation easement and its recording information.
- The name, address, and telephone number of the landowner and the agency contact.
- The easement should contain reference to baseline data on the current improvements on the property to be used in the administration of the easement. This data should be as specific as possible and contain maps,

measurements, and photographs to facilitate administration of the easement. The Conservation Easement Stewardship Guide published by the Land Trust Alliance is a good reference source for the development of baseline data. (See *Chapter XIII - Post Acquisition Processing*.)

b. Access/Other Linear Rights-of-Way. Acquisition of road or trail easements is a consideration in many BLM land use plans. Public lands cannot be effectively managed without adequate legal and physical access, providing access to public lands for the planning, the implementation of management actions, and the protection of any investments made on the public lands. Legal administrative and public access is unavailable to vast tracts of BLM-managed public lands. There is a need in many areas to obtain access for the general public to reach public lands for recreation and other purposes. The RMP should identify those areas where administrative and/or public access is needed. Access easements may be permanent or temporary and convey full control of the access facility to the BLM (exclusive) or provide only certain access rights to the BLM while allowing the landowner to retain control of the access facility (nonexclusive).

Development of a planning area's transportation plan enables the BLM to prepare an access activity plan to identify critical areas where legal access over private land is not available and to prioritize access needs. In areas without a transportation plan, a route analysis should be developed to determine the most feasible access route into the area. (See *Illustration 2*). The route analysis will examine all possible access routes and determine the most feasible location of access roads or trails. The completed route analysis constitutes the proposed action to be analyzed in accordance with NEPA requirements in arriving at the decision to acquire an easement over a specific route to reach the public land area. The principal components of the route analysis are discussed below.

(1) Location Analysis. Initial acquisition needs must be identified and considered from a comprehensive viewpoint. The Authorized Officer in considering initiation of a resource project may determine that legal access to the project area does not exist and must be obtained or that a certain tract of land must be purchased prior to initiating the development phase of the project. The route or tract location and alternatives must be analyzed in detail.

(2) Office Analysis. The Authorized Officer, in cooperation with other staff specialists, studies available maps, photos, reports, and planning documents to determine logical alternate routes or tracts which appear to be feasible options in accomplishing the management objectives as stated in the RMP. Other basic determinations which should be made at this time are the construction standards and types of interest required (i.e., easement or fee, exclusive or nonexclusive, temporary or perpetual). All logical alternatives identified and mapped are given to the realty specialist. All private owners of land affected by the proposed project may be contacted and permission obtained to enter and cross those lands for purposes of reconnaissance and survey.

(3) Field Data Requirements. This phase of the location selection process requires a field inspection of each alternate easement location or tract. All affected private landowners must be contacted and permission obtained for this inspection. Each access route should be located and flagged on the ground if construction of a new road is under consideration. In most instances preliminary or "P" line surveys are not required for each alternate route. "P" line surveys should be made in those cases where unusually difficult location, construction, and/or environmental situations exist. The field staff conducting the investigation is responsible for preparing a report of sufficient detail on each route so that a written report can be prepared. Itemized below is a listing of some basic data to be included in the report:

- Identification of the public land and resources to be developed.
- Environmental impacts and potential mitigation measures.
- Geology and soils from engineering viewpoint.
- Road standards.
- Construction cost.
- Maintenance cost.
- Economic transportation studies.
- Use and safety factors.
- Special structures (bridges, culverts, bin walls, etc.).
- Probable impacts of proposed road location and required easements on private land.
- Mitigation measures related to road construction and use on the private land.

(4) Written Report. The written report analyzes each alternate location using the field data obtained for each potential route. All routes or tracts will be compared and the most feasible route recommended. This report will contain a justification for the selection. The report with its findings becomes the proposed action to be analyzed in an Environmental Assessment or Environmental Impact Statement.

(5) Environmental Analysis. This report utilizes information gathered from other reports and analyzes that information and how it may or may not relate to environmental influences. If the acquisition is part of a project; i.e., timber sale, recreation development, range improvement, etc., the environmental analysis should be prepared on the entire project if possible, and the acquisition evaluated as a part of that project. If the acquisition is not a part of a resource project and only covers the use of existing roads which do not require major renovation or reconstruction, the acquisition may qualify as a categorical exclusion. (Refer to 516 DM 6, Appendix 5, B929).

(a) Final Selection. Upon completion of the actions listed above, the precise location of the land and/or interests in land must be identified. In the final selection, the BLM Authorized Officer (AO) must be receptive to changes in route, location, or tract selection suggested by the landowner. The AO should also consider other reasonable requests concerning the need for improvements or protection of existing improvements such as gates, fences, cattleguards, dust abatement, spring developments, etc. This does not imply the landowner's requests should be adopted without question; however, the feasibility of these requests should be considered since every reasonable effort should be made to minimize the effect of the proposed project on the landowner's property. An adjusted road location as suggested by the landowner and accepted by BLM may greatly enhance our ability to successfully negotiate the acquisition. Any negotiated changes should be discussed with the appraiser since they may mitigate any damage to the remaining private property after the acquisition. Upon considering all physical and environmental factors, including the landowner's request, the

final location of the access route is staked and surveyed and the easement plat prepared. The final selection of the land or easement to be acquired must comply with BLM's acquisition authority, as stated in Section 205 of FLPMA; that is, the acquisition must be consistent with land use plans for the area and must be confined to as narrow a corridor as possible.

c. Other Linear. If the location of linear rights for other than road purposes (i.e., fenceline, pipeline, trail, etc.) is being considered, the route should be surveyed and located on the ground to allow sufficient collection of field data and to provide a description for the deed. The appropriate factors listed above must be considered. For water pipeline easements, check the public land records to determine if an existing "Ditches and Canals" reservation can be utilized.

d. Project (Non-Linear) Tracts. In all probability, the identification of a tract of land for acquisition in fee or easement will be less complicated than a linear acquisition; however, consideration must be given to how each tract under consideration will meet the BLM's administration and management objectives. Examples of this type of acquisition include campgrounds, kiosk sites, sign locations, stream clearance projects, and some range improvement projects. The appropriate factors listed above must be considered.

C. Acquisition Methods. The BLM has a variety of methods available to acquire needed land or interests in land. These include:

1. Purchase. The purchase of land or interests in land is usually the simplest of the acquisition methods if funding is available. The principal source of funding for the purchase of land, interests in land, and water is the Land and Water Conservation (LWCF) Act of 1965, as amended. The Act provides funding to four Federal agencies (Bureau of Land Management, Fish and Wildlife Service, Forest Service, and National Park Service) and to States (the State program is administered by the National Park Service) for the acquisition of land and interests in land for outdoor recreation/conservation purposes. Its objective is to enhance recreational opportunities for the benefit of present and future generations and to promote conservation and preservation of specific resource values, including:

- Cultural, historic and paleontological sites
- Riparian and wetland areas
- Threatened and endangered (T&E) species habitat
- Unique or biologically diverse vegetative sites

Since LWCF acquisitions are authorized only for recreation and conservation related purposes, it is crucial that activity or project plans for purchases with LWCF appropriations be tied specifically to areas designated for acquisition/retention in the RMP. LWCF appropriations may not be used to acquire property unless that property is either within or adjacent to either a congressionally designated area or an area designated in the RMP for management objectives consistent with the purposes of the LWCF Act. Other acquisition funding sources may be available, including the North America Wetlands Conservation Act or grants from other entities including Federal Energy Regulatory Commission (FERC) dam relicensing and Bureau of Reclamation mitigation funds (authorized for specific purposes). Unless these purposes and objectives are in accordance with BLM's management responsibilities and consistent with its land use plan, we lack the authority to acquire these properties.

2. Exchange. (Refer to BLM Land Exchange Handbook 2200.) Land exchange is the preferred method of acquiring land and interests in land important to BLM resource management objectives. They involve the disposal of public lands in exchange for lands in private or other ownership. This method of acquisition is often more acceptable to local communities than a land purchase since they generally do not significantly reduce the local tax base and often meet needs of expanding local communities. The exchange process is more complex than most other acquisitions, requiring a thorough analysis of the public lands to be conveyed by the BLM in addition to the analysis of the private properties proposed for BLM acquisition. An exchange is a cost effective method of land acquisition since it generally does not involve a cash payment for the land to be acquired. In addition to this direct cost saving, and since the non-Federal exchange partner (landowner or facilitator) will receive benefits (acquired Federal land) resulting from the completion of the exchange, exchange partners must contribute significantly toward the cost of processing the exchange.

3. Donation. Planning considerations for the acceptance of donations of land or interests in land are the same as those required for fee purchase. The property offered to the BLM as a donation must further the mission of the agency and be consistent with land use plans. The fact an acquisition is available at no cost to the agency and "may be nice to have" is not a justification to accept a donation.

A donation of property is an obvious cost savings to the agency. Donations may be for a tract of land or an interest in land (such as a conservation easement). Donation of conservation easements is becoming more common due to estate tax laws which make it difficult for heirs to retain ownership of inherited lands. Heirs are increasingly considering the donation of conservation easements to reduce value of family lands, reducing or eliminating the estate tax due at inheritance and permitting continued historic agricultural operations or rural lifestyles. Donations of land or interests in land can be accepted and are encouraged when acquisition of the property is determined to be consistent with land use plans and is needed to enhance management goals.

a. Procedure. The following processes should be followed when a donation of land or interests in land is considered:

(1) Written Offer to Donate. An offer to donate land or interests in land to the BLM must be in writing. This offer must accurately describe the property and contain any conditions associated with the offer. If the donation is part of an estate settlement, it is important the dates and requirements of the settlement are provided. The BLM should provide a written response to the potential donor stating the property will be examined and the BLM will contact the potential donor with our findings. (*See Chapter V - Document Preparation*). Responses to potential donors should be handled in a timely manner. Donations are processed in the same manner as other acquisitions. Title reports must be examined and encumbrances cleared, environmental site assessments obtained (including a certification by the landowner for fee title only), and the appropriate NEPA documentation completed. As with all acquisitions, provisions of the Uniform Act (P.L. 91-646) must be followed in these transactions. These requirements include:

(2) Donor's Right to an Appraisal. If, after examination of the property to be donated, the BLM decides it is in the public interest to accept the property, the potential donor must be advised of their right to an appraisal to establish property value.

(3) Appraisal Waiver. The landowner may waive this requirement; however, both the BLM's offer to appraise the property and the waiver of this right to an appraisal must be in writing. (See *Illustration 3*). If the landowner waives the right to an appraisal and all other acquisition requirements are met, the warranty deed can be prepared and closing arrangements made.

(4) Appraisal. If an appraisal is requested, it should be completed in accordance with Federal standards and a letter sent informing the landowner of the approved value of the property to be donated. The transaction can then be closed in accordance with Federal standards.

4. Condemnation. In general, land use plans give no consideration to the use of condemnation as an acquisition method, but this authority is provided under FLPMA for acquiring access to public lands and is available for land acquisition in some special designation areas (King Range National Conservation Area, etc.). The use of condemnation by the BLM has declined in recent years with its use being limited mainly to critical road access needs. Although this authority is provided in special legislation for acquisitions in some congressionally designated areas, it is BLM policy to rely on negotiations with willing sellers as the primary acquisition method. In general, BLM management will only support acquisition by condemnation, if available, as a last resort in the acquisition of needed private lands. (See *Chapter X - Condemnation*.)

5. Transfer. The acquisition of real property from other Federal Agencies may be accomplished by transfer. Usually the property has been declared excess by that agency and transferred to the Government Services Administration (GSA). Acquisition by the BLM will be in accordance with GSA excess property procedures. Although the property is already in Federal ownership, transfer is generally documented in a conveyance document that is recorded in the County Records and noted to the public land status records to show change in jurisdiction.

6. Cooperative Agreements. A cooperative arrangement between the BLM and other Federal agencies, State entities, and private parties may provide for the use of land owned or controlled by other parties for certain purposes. Unless the uses or rights are clearly identified, the Regional/Field Solicitor should be consulted to determine if the agreement provides sufficient rights for the purposes planned by the BLM. It should be noted that all agreements contain a termination provision and should also contain a provision that transactions conducted during the life of the agreement remain in effect after termination. Some examples of agreements include:

a. Federal Agreements. The BLM-Forest Service Road Agreement provides the authority to construct, improve, and use roads on lands of the other agency. (See *Chapter XII - National Agreements*.)

b. Non-Federal Agreements. A cooperative arrangement between the BLM and Non-Federal Government and quasi-Government agencies may provide for the use of land in the other agency's jurisdiction for specific purposes.

c. Private Agreements. A cooperative arrangement between the BLM and adjacent private landowners may provide sufficient basis for the acquisition of access rights. The private party usually acquires similar rights across the public lands identified in the agreement. Two types of these agreements are:

(1) Reciprocal Agreements. These agreements cover the use of lands owned or controlled by the other party for road purposes. These can be either pre-FLPMA agreements pursuant to 43 CFR 2812 or FLPMA agreements under 43 CFR 2801.1-2.

(2) Cost Share Agreements. These are generally pre-FLPMA agreements or agreements pursuant to Section 502 of FLPMA. This section covers only the acquisition of rights for timber removal by the United States.

(3) P.L. 104-208 (Wyden Amendment Agreements). Section 124 of the Omnibus Consolidated Appropriations Act of 1997, as amended, provides the framework for the BLM to enter into Watershed Restoration and Enhancement Agreements to permit Federal funding of work on private lands that have a direct benefit to biotic resources on public land. (*See Appendix .*) This amendment establishes criteria to identify project areas where the BLM may enter into private agreements to expend funds on private lands for restoration and enhancement of fish, wildlife, and other biotic resources that benefit these resources on public lands within the watershed. The benefits from these expenditures must be more critical to the health of these resources than work done on public land. Although it is the BLM's policy to negotiate a General Easement to acquire the needed rights, the Wyden Amendment does allow for greater flexibility. The Field Office Realty Specialist should be involved in these transactions to provide guidance in determining if the expenditure involved in placing the improvement on the private land to benefit the public lands warrants the acquisition of a general easement. (*See Chapter V - Document Preparation*)

D. Retention of LWCF Acquired Land. Land and interests in land acquired with LWCF appropriations will perpetually remain in Federal ownership. Disposal of LWCF acquired land and interests in land by any means, including land exchange, Recreation and Public Purposes lease/patent, and sale is prohibited. This "no-disposal policy" is in accord with the mission of the LWCF Act and with Department of the Interior policy.

E. Nonprofit Organizations/Partners/Third Party Facilitators. The BLM's land acquisition capabilities have been greatly expanded through the use of acquisition assistance from third parties. Nonprofit organizations (NPO's) such as The Conservation Fund (TCF), The Nature Conservancy (TNC), and The Trust for Public Land (TPL) have directly assisted the BLM in the acquisition of important properties. Regional and local land trusts and real estate consultants have also provided valuable assistance on a number of acquisitions. These organizations are particularly valuable in acquiring properties which unexpectedly come on the market but the agency must wait for uncertain appropriated acquisition funding. These parties are able to act quickly and can often acquire properties on short notice for later conveyance to the BLM when funding becomes available.

Third parties are not agents of the Government; therefore, they may negotiate purchases at below fair market appraised value. They may not, however, evict tenants or other occupants of the property who qualify for relocation assistance under the Uniform Act (P.L. 91-646). The third party must either relocate these occupants in accordance with Federal standards or allow them to remain until BLM acquires the property.

Advantages of using third parties are:

- They can enter into options or contracts requiring a deposit of nonrefundable earnest money or option payments.

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- They can acquire properties under a Bargain and Sale arrangement (below appraised value). Often a Bargain and Sale transaction can be made by a third party because they have the ability to negotiate a purchase agreement which takes into account the landowner's financial situation. This often results in a below fair market value transaction (partial donation) to the third party. These savings may be passed on to BLM. Although NPO's may accept less than fair market value, the BLM must always be willing to **offer** fair market value for properties acquired from third parties.

- They have experience in realty programs and in working with agencies to promote resource conservation and preservation programs. Third parties will often contribute costs to the furtherance of these goals.

- If the third party is an NPO, they can often qualify for grants from States and philanthropic organizations to advance conservation goals and can often pass costs savings due to these grants to the BLM.

- They can lobby Congress for specific LWCF appropriations to be directed to the project for which they are assisting the BLM.

When working with third parties, it is important that processing requirements and responsibilities of each party be agreed upon before initiation of acquisition activities. These responsibilities should be documented in some form of agreement and signed by both parties.

1. Letters of Intent. An acquisition partnership with a nonprofit entity must be initiated by an executed Letter of Intent (LOI) between the parties signed by the State Director. (*See Illustration 4.*) In entering into a Letter of Intent it should be remembered that:

a. Commitments. The BLM cannot make commitments which would obligate funds not yet appropriated or guarantee acceptance of title without Regional/Field Solicitor approval. Commitments cannot be made for reimbursement of certain acquisition costs incurred by the third party. The WO LWCF Program Lead should be consulted in advance of the preparation of these LOI's.

b. Appraisal. The BLM must be willing to **offer** to pay the approved fair market appraised value of the land and/or interest in land it is acquiring. Involved parties may negotiate a value less than fair market value.

c. Federal Acquisition Standards. These standards must be followed by third party partners in the acquisition of private property to avoid problems in the later conveyance to the United States. It is often beneficial that BLM review deeds used by the third party to insure correctness and to assure the full private estate is being acquired. Title commitments should be examined before the third party obligates nonrefundable money to the acquisition to insure all title clearance actions necessary to meet Regional/Field Solicitor requirements are identified and resolved.

d. Administration. The BLM must monitor acquisitions by third parties in the same manner as other Federal contracts or agreements. All appraisers and appraisals involved must be approved by the BLM and all deeds, options, and other documents obtained by the third parties must be made available to the BLM. Full disclosure of the purchase price and other cost items is required.

III. Programming. The programming of actions and funding needed to implement programs for the acquisition of land and interests in land is a multi year process. It involves coordination with other BLM programs to be successful. Examples include:

- Funding from benefitting activities must be available at the same time acquisition program funding is provided.

- Major support activities such as cadastral survey, engineering, cultural resource, and environmental site assessments must be programmed to be accomplished when needed.

A. LWCF Acquisition Programming: The LWCF Act provides appropriated funding to BLM, other Federal agencies, and to States for the acquisition of land or interests in land for recreation and conservation purposes. Funding for this Act is placed in the general fund from the following sources:

- Outer Continental Shelf Act mineral royalty receipts
- Surplus General Services Administration (GSA) property sales
- Motorboat fuels tax
- Appropriations

Congress appropriates LWCF funds in accordance with legal ceilings. The authorized annual appropriation ceiling for Federal and State acquisitions is \$900 million; however, the full authorized annual amount has never been appropriated (as of FY2001). Although BLM has received funding since FY1970, it has only been since FY1989 that BLM has received enough funds to maintain a viable acquisition program. LWCF appropriated funds received are deposited to subactivity 3110 - Land Acquisition, under a project number assigned by the State Office, and to subactivity 3130 - Acquisition Management. Occasionally BLM receives additional funding under supplemental LWCF appropriations. As of FY2001, these supplemental funds are administered under subactivity 3210 (Title VIII Land Acquisition) and 3910 (Reimbursable Agreement). In FY2002 BLM received an appropriation for land exchange equalization payments; these funds are administered under subactivity 3120.

Programming for LWCF land acquisition funding begins for field offices well in advance of the fiscal year in which the funding is requested. For example, the WO budget advices for FY2002 (beginning October 1, 2001) were received by field offices in February 2000. These advices contain the requirements for evaluation of potential LWCF acquisition projects to be included in each State's funding request. These advices ask for information on individual projects, a description of potential Inholding acquisitions, and Acquisition Management needs.

1. Project Programming. A unique feature of the 3110 subactivity budget process is the ranking in priority order of potential acquisitions by the participating agencies within the cost targets established for each agency by the Department. Agencies utilize similar criteria to establish a ranking position for each project on their funding request. BLM's final LWCF land acquisition budget request contains all projects submitted by the States which rank high enough as BLM national priorities to be included in the Administration's land acquisition cost target for the agency.

Each year the BLM budget request is based on how well BLM acquisition proposals compare with those of the other agencies. Cost targets based on prior year funding is not applicable. For this reason, States are not restricted to a cost target in developing their funding request. Each State may submit a funding request based on actual needs in accordance with WO advices.

2. Inholding Acquisition (3110). This account provides funds to acquire inholdings within ACEC's, wilderness areas, and other special management areas meeting the intent of the LWCF Act. These acquisitions are often small acreage, low value inholdings which would unlikely receive funding as a project line item. The use of these funds is strictly limited to the purchase consideration for the acquired property. This funding may not be used to supplement any congressionally funded project which has ever received an LWCF appropriation and may not be used for land exchange equalization payment without Washington Office approval. Inholding funds will be allocated by WO in the Annual Work Plan (AWP).

3. Land Exchange Equalization Payments (3120). These funds will be used for specific exchange related equalization payments, only if the non-Federal land acquired is within or contiguous to a project area meeting the intent of the LWCF Act and possessing an administrative, agency or Congressional boundary designation. In accordance with Section 206(b) of FLPMA, use of an equalization disbursement should be viewed as an exception and not a routine component of exchange transactions. This primary source of funding for exchange related equalization payments, as defined above, may be supplemented by Acquisition Management (3130) funds, should the 3120 account be depleted.

4. Acquisition Management (3130). This account covers the costs of management, administration, and implementation of the LWCF acquisition (3110) program. Programming for this subactivity must be coordinated with the project programming request to insure adequate funds are available to accomplish acquisition work needed for the funded project and to administer the land acquisition program.

B. Non-LWCF Land Acquisition Programming: Funding for all costs associated with easement acquisition is not limited to LWCF 3110/3130 funds. Funds for easement acquisition may be contributed by benefitting subactivities.

IV. Budget. Budget preparation for most subactivities begins with the receipt of Performance Target Allocation (PTA) budget advices from the WO. These advices contain preliminary cost targets for each State and include Bureauwide programs and initiatives to be supported. They also direct funding toward the accomplishment of specific projects located in certain States. State budget requests should emphasize funding needed to meet Bureauwide initiatives. For example, current national initiatives involving the land acquisition (purchase and exchange) programs include Livability, Special Areas, and Watershed Restoration initiatives. The request should be coordinated with complimentary requests from benefitting subactivities to obtain as much funding assistance as possible in accomplishing acquisition goals for the budget year. Additional funding support from benefitting programs is especially important in exchange and easement (including access) acquisition programs.

The complexity of the acquisition process normally requires multi year funding to complete an acquisition project. This need is especially important in the acquisition of access easements and when exchange is a component of an acquisition project area.

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A. LWCF. The programming and budget requirements for the submission of LWCF projects to be funded in the budget year must have been submitted at least a year in advance of the PTA under the Strategic Budget Plan (SBP) advices covered in *LWCF Acquisition Programming* of this chapter. The LWCF budget includes line item appropriations under the historic LWCF land acquisition budget (subactivity 3110) and any supplemental appropriations (subactivities 3210 and 3910). The subactivity 3110 budget also includes funding for emergency and inholding acquisitions. Final Congressional action on LWCF project appropriations requested in the SBP is not available at the time the PTA submissions are prepared.

1. Line Item Appropriation (3110/3210/3910). The annual appropriation act will identify each project by name, State, and the amount of funding provided for that project.

a. Project Funding Requests. Each project submission must contain the RMP or national designation for the project. The project area must have specific boundaries identified and tracts proposed for acquisition must be within or adjacent to these boundaries. All designations must insure permanent management. The following information is required for each project submission. (*See Illustration 5.*) Consult with your SO Realty Specialist and current LWCF budget submission advices for specific requirements:

(1) Project Narrative. State, County, Congressional District, cost/acreage statistics, geographic location, purpose, acquisition opportunities, other cooperators, project description, resource values, etc.

(2) Fact Sheet. General landowner information, information on the number of tracts to be acquired, authorization/appropriation history, historic and pending acquisition statistics, etc.

(3) Department Ranking Sheet. Standardized ranking for all LWCF projects.

(4) Supplemental Ranking Criteria. Additional information requested by BLM.

(5) Maps.

(5) Photos.

2. Inholding Acquisition (3110). This segment of the Emergency/Inholding line item is allocated to the States in the AWP. Therefore, the State PTA budget requests for Land Acquisition subactivities should itemize funding needs for planned priority inholding acquisition. New allocations are based on proportional size of SO acquisition program vs. national acquisition program, historic use of funding, and carry-over balances. As this funding is limited, inholding acquisition should generally be lower value tracts (have an appraised value of less than \$100,000). Inholdings are acquisitions which can be completed within a twelve month period. Funding cannot be requested from the SO Inholding account for exchange equalization payments without Washington Office approval, but may be used for acquisition of access and conservation easements to/within areas meeting the purposes of the LWCF Act. This funding may not be used to augment historic or current congressionally funded projects without Congressional approval. Request for and approval to utilize Inholding Acquisition funds should be directed to the SO Realty Specialist.

3. Emergency Acquisition (3110). This segment of the Emergency/Inholding line item is **not** allocated as part of the AWP process. Funding for these acquisitions is retained in the WO and made available upon request for emergency acquisition opportunities which develop during the budget year and may be lost if the purchase cannot be completed timely. This funding may not be used to augment historic or current congressionally funded projects without Congressional approval.

a. Request. Requests for emergency funding are made by the SO Realty Specialist to the WO LWCF Program Lead. Field Office personnel should consult with the SO Realty Specialist if an emergency funding request is under consideration. Information needed for emergency funding is the same as for project funding with added emphasis given to describing the urgency of funding, resource values which are threatened, utilization of companion leveraged funds, and what may be lost if acquisition funding is delayed until the next fiscal year. (*See Illustration 6.*)

b. Approval. The requesting SO will be notified of the WO's funding decision. If a request is approved, the funding will be transferred into the SO LWCF Inholding account. The SO will be provided sufficient time to complete the acquisition. However, funds not expended during the subsequent 12 months will be subject to reallocation by the WO Budget Officer. Reallocation will be made at the beginning of the next fiscal year unless sufficient progress is being made to acquire the property.

4. Land Exchange Equalization Payments (3120). This funding is **not** allocated as part of the AWP process. These no-year funds will be maintained and monitored by the WO Lands and Realty Group. Requests for these funds must demonstrate that every effort has been made to minimize the need for Federal equalization (e.g. equalize values by addition or deletion of lands from the transaction, obtain a statement waiving equalization payment from the proponent, or balance values with an equalization payment from the proponent). In accordance with Section 206(b) of FLPMA, use of an equalization disbursement should be viewed as an exception and not a routine component of exchange transactions. This primary source of funding for exchange related equalization payments, as defined above, may be supplemented by Acquisition Management (3130) funds, should the 3120 account be depleted. The State Office Realty Specialist and the Washington Office (WO) LWCF Program Lead should be consulted well in advance for funding availability. Use of these funds in the exchange process will be noted in Legacy Rehost (LR) 2000 "2200 Case Types" with the use of Action Codes 095 "Funded by LWCF" and 859 "Payment Made."

5. Acquisition Management (3130). Funding requests for this subactivity should consider funding needed for the following purposes:

a. Program Management and Implementation. These costs include labor and other costs associated with programming, budget, and oversight activities needed to develop and administer an LWCF funded acquisition program. RMP planning and amendment costs are not eligible for reimbursement from 3130 funds. Appropriate costs include labor (workmonths) and operational costs related to the development of acquisition program package submissions in response to WO annual requests. These costs include the work involved in identifying new project funding proposals such as site examinations, preparation of feasibility studies, mapping, photography, and other costs. The costs of training courses, workshops, and seminars on acquisition and topics related to the LWCF program are also appropriately charged to the Acquisition Management program.

b. Direct Acquisition Costs. All direct costs associated with the acquisition of properties identified in LWCF projects may be paid from the Acquisition Management account. Direct costs **cannot** be paid from Project Funding. Appropriate charges include labor, contract, and other costs related to activities required to complete the acquisition of property. These activities may include:

- (1) Purchase of title commitments, title insurance, and other title services,
- (2) Contracts for appraisal and appraisal review,
- (3) Contracts for required clearances (including cultural resources, T & E species, hazardous materials, and NEPA documentation), and
- (4) Closing costs, recording fees, transfer fees, prepaid taxes, and relocation.

Although direct costs may be paid from the Acquisition Management 3130 account, funding from benefitting resource programs should be used to the fullest extent possible. While Acquisition Management funds may be used for all cultural and other clearance actions needed to complete the acquisition, these funds may not be used for mitigation activities. All mitigation work must be funded from the benefitting activity. The cost of administering conservation easements granted to BLM must be borne by the benefitting subactivity.

Acquisition Management funds may be used for specific exchange related processing costs, including equalization payments (only after obtaining WO approval), **only** if the non-Federal land acquired is within or contiguous to an approved LWCF project area.

c. Relocation Expenses. Relocation payments, if eligible under P.L. 91-646, may be paid by Acquisition Management funds or by benefitting subactivities. Project Funding cannot be used to pay relocation expenses. As relocation assistance is a complex process, advance planning is critically important. The SO Realty Specialist and the WO LWCF Program Lead should be consulted well in advance for funding availability and relocation guidance.

B. Benefitting Subactivities. Payment of consideration and processing costs for acquisition of interests in land through purchase and exchange outside of special management areas meeting the purpose of the LWCF Act must come from other sources or subactivities. Acquisition of land in fee simple must be only from subactivities that provide for acquisition of land, such as the 6140 - O&C Acquisition subactivity in Western Oregon. For example, access easements for BLM's timber sale program must come from the benefitting subactivity, 1430, or 6140.

Administrative facilities can only be acquired through a line item appropriation by Congress.

The complexity of the process for the acquisition of access easements as described earlier in this section normally requires multi year funding. The acquisition schedule for these easements is a three year process and funding is required for the following actions:

Year 1 - Route or site analysis and selection, land use decisions, and justifications.

Year 2 - Survey, design, appraisal, ownership determinations, and preliminary title examination.

Year 3 - Acquisition activities including negotiation, title clearance, closing, and payment.

This time schedule represents an ideal situation when adequate lead time is available. It may be compressed or expanded depending on the complexity of the project and/or acquisition needs.

C. Reprogramming. Reprogramming is the allocation of unspent appropriated funds from one subactivity, program element, or project to another. Reprogramming is used in cases where unplanned acquisition opportunities would be lost if funding were delayed until the next fiscal year appropriation. All reprogramming requests should be directed to the WO Budget Office (via the WO LWCF Program Lead) for approval from BLM's Budget Officer. Certain reprogramming actions may be approved by the agency, but most require Congressional approval from both the House and the Senate Subcommittee on Interior and Related Agencies Committee on Appropriations. Reprogramming between States requires Congressional approval even though the involved states may be under the jurisdiction of the same State Director.

WO Budget Officer LWCF reprogramming authority is limited to an amount up to \$500,000, and cannot exceed 10 percent of the total appropriations received for a specific donor or recipient project to date. The WO LWCF Program Lead maintains a historical LWCF appropriations table for all congressionally approved BLM projects. Congressional approval is required for reprogramming actions involving funds in excess of these amounts.

1. Actions Requiring Reprogramming. Four actions require BLM to submit a reprogramming request through the Department to Congressional Appropriations Committees:

- a. Reallocation of any funds to a new project.
- b. Reallocation of funds exceeding the amounts above between existing projects.
- c. Purchase of property at a price which exceeds the appraised fair market value.
- d. Approval to file a declaration of taking in a condemnation action.

2. Procedures. A written justification for reprogramming should be submitted to the WO LWCF Program Lead. (*See Illustration 7.*) The request should include rationale justifying the need for reprogramming and the likely effect the proposed action will have on the donor project. The following information should be included in the reprogramming request:

a. Funding. Amount of funding involved including the amount requested to be reprogrammed and the total appropriations received to date for both the donor and recipient projects. Include the amount of funding previously approved for reprogramming from either the donor or recipient project (limits stated above are cumulative over the life of a donor or recipient project).

b. Opportunity. The unplanned opportunity necessitating the reprogramming action.

c. Consequences of no action.

- d. Project description. Describe the property including acreage, resources involved, and planning area designation.
- e. Project history. Describe the history of the project including past appropriations, accomplishments through prior purchase, exchange, donation, project partner leverage, etc.
- f. Donor project appropriation information. Why funds are available from the donor project.
- g. Status of negotiations on the recipient project. A signed agreement or Offer to Purchase is important since it would assure the acquisition can be completed if the reprogramming is approved.
- h. Map. (1:100,000 color map)
- i. Location. State/County/Congressional District of donor and recipient project.
- j. Public Support or Opposition. Public and non-BLM support or opposition to the action, including attitudes toward transfer of funds from the donor project.
- k. Other pertinent facts in support of reprogramming.

3. Approval. A well documented request (which can be internally approved by the WO) can be completed quickly (10 days or less) if the action is coordinated in advance with the WO LWCF Program Lead. A minimum of three months should be planned for Congressional reprogramming requests, due to the high level of Departmental interest in these actions. A draft of the proposed reprogramming action and map requiring Congressional approval should be submitted in advance to the WO LWCF Program Lead to insure all needed data is included in the request.

D. Special Situations. Several special situations involving the use of LWCF appropriations are discussed below:

1. Utilization of LWCF Appropriations for Land Exchange. LWCF 3120 appropriations may be used for exchange equalization payments for approved LWCF project areas. (See *paragraph IV.A.4.* above.) LWCF 3130 appropriations may be used in conjunction with BLM funds from other subactivities for exchange processing and equalization payment **only** if lands acquired through the exchange are within an approved LWCF project area. An approved LWCF project area is defined as an area identified for land acquisition and/or retention in BLM land use planning documents and either:

- Has received a Congressional line item LWCF Land Acquisition appropriation,
- Is under current fiscal year consideration (a BLM national priority) for a Congressional line item LWCF Land Acquisition appropriation, or
- Is currently being prepared to compete for placement (as a BLM national priority) on next Fiscal Year's Congressional line item LWCF Land Acquisition appropriation and meets the mission of the LWCF Act.

a. Processing Costs. Qualified exchange costs within eligible project areas may only be charged to subactivity 3130. Subactivity 3110 funds cannot be used to pay exchange processing costs.

b. Exchange Equalization Payment. Qualified exchange equalization payments may be charged to subactivities 3120 and 3130. The 3120 no-year funds are maintained and monitored by the WO Lands and Realty Group. Requests for these funds must demonstrate that every effort has been made to minimize the need for Federal equalization (e.g. equalize values by addition or deletion of lands from the transaction, obtain a statement waiving equalization payment from the proponent, or balance values with an equalization payment from the proponent). In accordance with Section 206(b) of FLPMA, use of an equalization disbursement should be viewed as an exception and not a routine component of exchange transactions. The 3120 subactivity is the primary source of funding for exchange related equalization payments, but may be supplemented by Acquisition Management 3130 funds, should the 3120 account be depleted. The State Office Realty Specialist and the Washington Office (WO) LWCF Program Lead should be consulted well in advance for funding availability. In rare instances, an equalization payment may be charged to an approved line item project subactivity 3110/3210/3910 appropriation. Rare instances are limited to:

- Time sensitive projects not supported by sufficient 3120 and 3130 funds.
- Projects facing rescission of appropriated Land Acquisition 3110/3210/3910 funds.
- Projects at or nearing completion.

Any proposal to use project line item Land Acquisition 3110/3210/3910 funds for exchange equalization payment must be approved in advance, in writing, by BLM's Budget Officer, via the WO LWCF Program Lead. SO LWCF 3110 inholding accounts may not be utilized for an equalization payment.

2. Utilization of LWCF for Combination Purchase/Land Exchange Acquisition. Occasionally a land acquisition proposal is too large or complex to be exclusively completed by either exchange or purchase. In these instances a combination of the two methods may be considered to complete the acquisition. Typically, numerous parcels with a variety of ownerships exist within an acquisition project. BLM may acquire some parcels by exchange and the remainder by purchase or donation. If a single parcel of land is to be acquired, the exchange component of the transaction and the purchase component of the transaction must be kept separate. Land exchange values and LWCF appropriated purchase funds must not be co-mingled.

a. Appraisal. Each acquisition, whether by purchase, exchange, or donation, must be supported by a parcel-specific appraisal. Since purchase funds and exchange values are not co-mingled and multiple acquisition methods may be utilized, the appraiser must determine both the value of the total property to be acquired and the contributory value of those lands to be acquired by exchange and of those lands to be acquired by purchase and/or donation. Parcels acquired by multiple acquisition methods will be limited to aliquot part or metes-and-bounds descriptions.

b. Conveyance Document. Each acquisition must be conveyed to the United States by a specific deed stating the appropriate authority, method, and consideration. A single deed may account for conveyance by multiple acquisition methods if the property to be acquired by each method is individually described. Per the below sample, a single LR2000 serialized case file (possessing multiple alpha/numeric suffixes) can distinguish between purchase and exchange case components:

H-2100-1 - ACQUISITION
Chapter IV - Planning, Programming, and Budget

IV - 21

<u>Serial Number</u>	<u>Method</u>	<u>Case Type</u>	<u>Interest</u>	<u>Acreage</u>	<u>Value</u>
COC 061025	Purchase	210013	Fee	1,440.00 Acres	\$1,030,000 (Cash)
COC 06102501	Purchase	210013	Easement	40.00 Acres	\$6,000 (Cash)
COC 061025PT	Exchange	220100	Fee	<u>243.54 Acres</u>	<u>\$170,478 (Land)</u>
				1,723.54 Acres	\$1,206,478 (Total)

3. Land Acquisitions/IRS Tax Deferred Exchange. Procedures used when a BLM acquisition is to be a part of a private tax deferred land exchange as authorized under Section 1031 of the Internal Revenue are discussed in *Chapter VI - Negotiation*.

4. Use of LWCF Funding for Acquisitions from State Entities. The use of LWCF appropriations for the acquisition of land or interests in land owned by political subdivisions of a State is permitted if all of the following conditions exist and purchase can be completed within the described guidelines:

- Existence of a State constitutional prohibition against land exchange with Federal agencies.

- Restricted to State land granted by the Federal government solely for the support of public schools or State trust lands acquired through land exchange or in lieu selection.

- Limited to State land within or contiguous to an administrative/congressionally designated project boundary.

The use of LWCF appropriations for the acquisition of State lands must have written approval in advance from the WO.

Project Plan

Upper Snake/South Fork Snake River LWCF Project Plan as of February 1, 2000	
<u>LWCF Funding History</u>	
• President's Budget Request (Appropriated)	\$452,000. (FY91) <u>\$444,000. (FY92)</u> \$896,000.
• President's Budget Request (not Appropriated)	
\$ 140,000 (FY96)	
\$ 250,000 (FY97)	
\$ 400,000 (FY98)	
• FY1998 LWCF Title V Phase I & II (Appropriated)	\$2,250,000. (FY98)
• President's Budget Request (Appropriated)	\$750,000. (FY99)
• President's Budget Request (Appropriated)	<u>\$500,000. (FY00)</u>
• Total Appropriations to Date	\$4,396,000.
President's Budget Request (Pending)	\$2,000,000. (FY01)
<u>Sources and amounts of matching funds:</u>	
The Nature Conservancy South Fork Preserve	\$400,000
Conservation Buyer, Eagle Rock Ranch	\$2,200,000
The Nature Conservancy conservation easement reservation, Eagle Rock Ranch	\$225,000
Conservation Buyer, Fisher Bottoms	\$500,000
Henry's Fork and South Fork Landowners Conservation Easement Donation to Teton Regional Land Trust (Three Donations)	\$300,000
Bonneville Power Administration Palisades Dam Mitigation Project: 1. Two Main Snake fee-title and Henry's Fork fee-title granted to BLM 2. South Fork conservation easement granted to Teton Regional Land Trust 3. South Fork conservation easement granted to Idaho Fish and Game	\$6,300,000
NRCS Wetland Reserve - Henry's Fork	\$260,000
Partial donation of LWCF conservation easements by two landowners to BLM (Carter and the Eagle Rock Ranch)	\$2,573,000
South Fork land owner conservation easement donation to TNC.	(FY00)\$500,000 (FY03)\$500,000
South Fork property(Paradise Ranch), USFS LWCF Emergency Inholding Funds	\$900,000
Total	\$14,658,000

Project Plan - continued

LWCF Acquisition Status				
	<u>Tracts</u>	<u>Acres</u>	<u>Cost</u>	<u>Cost/Acre</u>
Purchases through FY 1998	14	1,268	\$779,245	\$615
<hr/>				
FY 1999 complete	Goe Flat CE	151	\$422,700	\$2,799
FY 2000 complete:	Walker fee	35	\$28,350	\$810
	Carter CE*	96	\$84,500 (full value: \$107,600)	\$880 (full value:\$1,120)
	Carter fee*	17.5	\$17,500	\$1,000
<i>Subtotal of Projects Completed since FY 1998</i>	<i>4</i>	<i>300</i>	<i>\$553,050</i> (full value: \$576,150)	<i>\$1,840</i> (full value: \$1,920)
FY 2000 pending:	Taylor fee	70.5	\$98,630	\$1,400
	Bell fee*	12.6	\$63,000 (est.)	\$5,000
	Eagle Rock Ranch CE	505	\$1,600,000 (full value: \$4,150,000)	\$3,168 (full value: \$8,200)
<i>Subtotal of Pending Projects</i>	<i>3</i>	<i>588</i>	<i>\$1,761,630</i> (full value: \$4,311,630)	<i>\$2,995</i> (full value: \$7,333)
<i>Estimated Total of Projects since FY 1998</i>	<i>7</i>	<i>888</i> (752 CE, 136 fee)	<i>\$2,314,680</i> (full value: \$4,887,780)	<i>\$2,600</i> (full value: \$5,500)
Estimated Remaining Balance of Title V + FY1999 + FY2000 (\$3,500,000)			\$1,180,420	
FY 2001 appropriations (pending)		\$ 2,000,000		
Estimated Acquisition Total to Complete Project		\$19,400,000		
* Properties involved in the St. Anthony Greenway.				

Project Plan - continued

Future Acquisition/Conservation Strategies			
<p>Partners: Teton Regional Land Trust (TRLT) The Conservation Fund (TCF) The Nature Conservancy (TNC)</p> <p>The following list of potential properties are priorities established by the partners and BLM. It is assumed some will reach completion, while some will be dropped from the list and others will be added.</p>			
Potential Property	Partner	Estimated Cost	Status
Two St. Anthony Greenway fee properties	TRLT	\$100,000 (20 acres est.)	Negotiations pending
Eagle Rock Ranch secondary conservation easement	TCF	\$100,000 (40 acres est.)	Contact initiated
Rainey Creek (Fleming) fee-title	TCF	\$1,200,000 (118 acres)	Negotiations pending
Fisher Bottoms (Siegal) conservation easement	TNC	\$3,000,000 (expect a partial donation) (400 acres)	Contact initiated, monitoring
7N Ranch (Newby) conservation easement	TRLT	\$40,000 (40 acres)	Contact initiated
Spaulding Ranch conservation easement	TRLT	\$350,000 (100 acres)	Contact initiated, monitoring
Henrys Fork Duck Club (Clayton) fee-title	TNC	\$225,000 (160 acres)	Contact initiated
Swan Valley Bridge (Lundquist Ranch) conservation easement	TCF	\$600,000 (120 acres est.)	Will initiate contact
Clark Ranch conservation easement	TRLT TCF	\$800,000 (300 acres est.)	Will initiate contact
Walker #2 fee-title	TNC	\$30,000 (33 acres est.)	Will initiate contact
Estimated Total		\$6,400,000 (1,300 acres est)	

Easement Justification

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, Oregon 97504

In Reply Refer To:
2100(11200)

Memorandum

To: ADM - Operations

From: Field Office Manager, _____ Area

Subject: Request and Justification for Proposed Easement(s) Across Portions of _____,
Sec. _____, T. _____ S., R. _____ E/W, _____ County, Will. Mer., Oregon.

I request the acquisition of _____ (number) easement(s) for the purpose of development and management of approximately _____ acres in the _____ drainage.

PART A - General Area Information

1. Timber Management Plans.
 - a. Volumes - Estimates under proposed sale or future development.
 - b. Acres - Total accessed through easement.
 - c. What type of cut?
 - d. Areas to be cut?
 - e. Proposed Timeframe (1st sale - sale interval).
 - f. Harvest season; seasonal logging, winter logging?
 - g. Timber potential for the future?
2. History of Proposed Easement Area.
 - a. Have we used this route before through agreement or temporary rights?
 - b. What's the current and past use of the land (i.e. managed for timber harvest in the past)?
 - c. Any other information concerning the land or people involved that may be pertinent in acquiring easements.

Easement Justification - continued

3. Existing Recreation and Recreation Potential.
4. Watershed Protection Plans.
 - a. Name of watershed analysis document.
 - b. What is the major watershed the easement is in?
5. Threatened and Endangered Species.
6. Other Considerations.

PART B - Route Analysis

1. Route Information.
 - a. Is this an existing road or new construction?
 - b. How will road(s) be built, i.e., timber sale or access?
 - c. Surface type?
2. Brief narrative on each available route. (If routes appear approximately equal, an economic appraisal should be completed for construction and transportation costs.)
3. Route Selection.
 - a. Summarize advantages and disadvantages.
 - b. State your conclusion about choice of routes.
4. Preparation of Justification.
 - a. State how the justification was prepared, i.e., preliminary field work has been completed or office recommendation?

PART C - Right-of-Way Data for Selected Route

1. General Information of Road and Right-of-Way.
 - a. Proposed road number.
 - b. Right-of-way width.
 - c. Right-of-way length.
 - d. Acreage of right-of-way.

Refer to attached map for location of road and right-of-way.

2. Road Construction and/or Improvement Plans.
 - a. Subgrade widths.
 - b. Surfacing - type and depth.
 - c. Grades.
 - d. Drainage type.

Easement Justification - continued

3. List of Landowner(s).
 - a. Legal description (with tax lot).
 - b. Addresses (obtained from district microfiche of county assessment records).

4. Road Survey

To be completed by Resource Area: YES ____ NO ____
To be completed by Cadastral Shop: YES ____ NO ____

GPS Survey ____ Cadastral Survey ____

5. Miscellaneous Information.
 - a. Aerial photo coverage.
 - b. Property line control.
 - c. Any anticipated problems, such as; timber sale or construction difficulties.
(List any information regarding contact with landowners in the area.)

Prepared By: _____
Area Engineer

Reviewed By: _____
Field Office Manager

Reviewed By: _____
ADM - Division of Operations

Approved By: _____
District Manager

Date: _____

Attachment:
Map

Appraisal Waiver Letter

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Canon City Field Office
3170 East Main Street
Canon City, Colorado 80221

In reply refer to:
2100 (CO935)

Mr. William Edwards
205 Maple Street
Sand Creek, CO 80123

Dear Mr. Edwards:

We have received your offer of June 8, 1998, to donate a tract of land located in Section 21, Township 31 South, Range 8 East, Chaffee County, Colorado, to the United States. This property is an inholding within our Sand Creek Special Management Area.

After completion of a field examination and feasibility studies, the Bureau of Land Management (BLM) has determined that acquisition of this property would enhance our recreation management goals for the area.

We wish to inform you that under Federal law we must inform you of your right to receive just compensation for the property you are offering to convey to the United States. Just compensation would be determined by an appraisal prepared in accordance with Federal standards and reviewed and approved by BLM. This appraisal would provide you with our appraised value of the property you are donating.

Please check the appropriate box below indicating if you want BLM to obtain an appraisal of your property. We are sending you two copies of this letter. Please sign and return one copy to this office at the address shown above.

Thank you again for your offer to donate your land. As soon as we receive your response to this letter, we will continue work in completing this transaction.

Sincerely,

Canon City Field Office Manager

Appraisal Requested:

Appraisal Waived:

By: _____

Date: _____

Letter of Intent

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Oregon State Office
P. O. Box 2965
Portland, Oregon 97208
www.or.blm.gov

In reply refer to:
2100 (958.1)
OR 55912

August 30, 2000

Mr. Russ Pinto
The Nature Conservancy
821 S.E. 14th Avenue
Portland, Oregon 97214

Dear Mr. Pinto:

I am writing to request the assistance of The Nature Conservancy (TNC) in acquiring a parcel owned by Myrna Waldon and Donald and Sonya Sult through their realtor, Prudential Real Estate Services. This letter of intent will formalize the Bureau of Land Management's (BLM) intention to acquire the parcel from TNC. The parcel is located on Ace Williams Mountain, contains approximately 39 acres, and is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, T26S., R3W., Willamette Meridian, Oregon.

The land supports a subpopulation of *Calochortus umpquaensis* (Umpqua mariposa lily). The U.S. Fish and Wildlife Service has determined it to be biologically appropriate for listing as threatened or endangered and has included it in its list of Federal Candidate Category 1 species (FR 58:51144-51189). The Roseburg District Resource Management Plan of 1995, and an inter-agency Conservation Agreement of 1996, identified private lands for acquisition and cooperative agreements with private landowners as management actions to maintain or increase the numbers of *Calochortus umpquaensis* and maintain or restore the habitat.

BLM requests that TNC acquire the 197-acre private parcel and to prepare a deed to convey fee title to BLM for approximately 39 acres of the 197-acre private parcel. It is understood and agreed that BLM will purchase the parcel from TNC, subject to the approval of funds described below, for fair market value (FMV) as determined by an appraisal approved by the BLM State Chief Appraiser. TNC agrees to disclose to the BLM upon request all options, deeds, contracts, and/or sales information, appraisers, and appraisals on the acquired property before acquisition by the BLM. The BLM's payment of consideration cannot exceed the FMV.

The Oregon State Office will request Land and Water Conservation (LWCF) emergency funding for this acquisition from the Washington BLM Office. Acquisition by BLM is dependent upon LWCF funding, final approval of title by the Department of Justice, and compliance with Department of the Interior and BLM standards for land acquisitions. Payment will be made upon compliance with all requirements in the preliminary opinion of title to be issued by our Regional Solicitor's Office. BLM will make its best effort to pay TNC completely by March 1, 2001.

Letter of Intent - continued

BLM will complete a preliminary review of title, and attempt resolution of any unacceptable encumbrances preparatory to obtaining acceptable final title opinion. All closing costs associated with the transfer of the easement from TNC to BLM, including title insurance premiums and recording fees, will be paid by the BLM.

Both parties agree to work jointly to ensure the successful acquisition of the Ace Williams Mountain property by BLM. We request your concurrence with the terms of this letter of intent in the space provided. We look forward to working with you in completing this acquisition project.

Sincerely,

/s/ Charles E. Wassinger
for
Elaine Y. Zielinski
State Director

Concurrence

For: The Nature Conservancy

By: /s/ Russ Hoeflich

9/1/00

(Date)

Title: VP & Oregon Director

cc: Roseburg District Manager (OR-100)
WO-350 (Room 1000LS)

LWCF Project Submission

BUREAU OF LAND MANAGEMENT - Narrative

Sears Point ACEC/Juan Bautista De Anza National Historic Trail

ARIZONA		Yuma County		Congressional District 2	
	To Date ¹	FY 2003	Acquisition Total	Estimated out year costs/yr (development, O&M, etc.)	Total (over 10 yrs) (Acquisition Total + Estimated out year costs)
Cost	\$0	\$800,000	\$800,000	\$150,000	\$2,300,000
Acres	0	1,600	1,600	N/A	1,600

Location: Southwestern Arizona, 36 miles west of Gila Bend.

Purpose: To acquire private and state lands within the boundaries of the Sears Point Area of Critical Environmental Concern (ACEC). The City of Yuma, as part of the Southwest Ecotourism Alliance, is interested in helping the BLM protect the site by matching Congressionally-appropriated land acquisition funds and by providing funding for interpretive development.

Acquisition Opportunities: Ownership is divided into 20 parcels within the ACEC. It is anticipated the longer the parcels remain in private ownership, the higher the possibility for development. Within 30 miles a power plant is planned, which could produce commercial residential development within the next 5-10 years.

Other Cooperators: The City of Yuma has proposed to become a cooperating partner in development of the Sears Point Archaeological District. The City is working the BLM to provide potential funding to begin a phased program for the protection of the ACEC. The Archeological Conservancy and The Nature Conservancy.

Project Description: On October 16, 1985 the entire Sears Point Archaeological District was listed on the National Register of Historic Places, and by March 1988 the District was set aside as an ACEC. The ACEC was created to protect the remarkable cultural and natural resources of this area. The area has a long prehistory and history, it is believed to have been utilized for thousands of years, and its use is more evident from A.D. 500 until the 1800's. At Sears Point ACEC many archaeological remains left by prehistoric peoples are visible, but the most predominant is the rock art (petroglyphs). Other features such as sleeping circles, geoglyphs, trails, lithic and ceramic scatters, astrological sites, rock shelters, shrines/cairns, rock alignments, and a historic canal. In addition, and due to its proximity to the Gila River, the area has a long history of use as major traveling route by Spanish explorers (Juan Bautista De Anza National Historic Trail alignment), missionaries, and people heading for California (including the Butterfield Overland Mail route). In addition to cultural resources, the area contains a sizeable mesquite bosque with significant wildlife habitat, and a feature that geological consultants believe to be a meteorite impact site. Unrestricted recreational access is damaging some surface features, including the removal of petroglyph panels. Nonetheless, Sears Point ACEC is an archaeological treasure.

The BLM and the City are considering the need for recreational development in the vicinity of the ACEC. A camping area is proposed at a suitable distance from the site with available utilities. This proposal would allow for the use of volunteer camp hosts which would provide a constant presence and could, if trained, provide interpretative information. Another proposal would be to hire or obtain as a volunteer, local Native Americans to provide interpretation. Because the site carries significance to Native Americans, the BLM will work with them on a Government-to-Government basis in all aspects of development.

¹ Does not include a 280-acre donation, valued at \$140,000, from The Archeological Conservancy in 1980. Does not include a pending 40-acre donation, valued at \$20,000, from The Nature Conservancy.

LWCF Project Submission - continued

FY 2003 FACT SHEET

Project: Sears Point ACEC/Juan Bautista De Anza NHT

LAND ACQUISITION

BUREAU: Bureau of Land Management

Purpose/Program

Owner's name?	Multiple.
Resource threat?	Commercial/rural residential development.
Land exchange alternatives?	An exchange is being considered at this time.
Inholding?	Yes.
Appraisal done? Value?	Appraisals not completed, estimated at \$500/acre.
Plans for project area? Infrastructure?	A visitor center is being considered to incorporate the Phoenix Field Office's Gila Trail Special Recreation Management Area. Trails for persons with handicaps would be developed to access a variety of the sites.
Hazardous material evaluation done?	No.
Resource rehabilitation or restoration projects? Cost?	Not yet estimated.
Can funds be obligated in FY 2003?	Yes.

Authorization

Is acquisition authorized?	Yes, FLPMA
What is authorized ceiling?	N/A
Is proposal within authorized ceiling?	N/A
How much has been appropriated to date (vis-a-vis ceiling)?	N/A
Is acquisition within the boundary?	Yes

Funding

FY2002 President's Budget Request?	N/A
Is budget amount for same purpose?	N/A
Appropriations to date?	\$0
Current unobligated balance as of <u>05/25/01</u>	\$0
Plans to use unobligated balances <u>N/A</u>	

Acquisition Status	Tracts	Acres	Cost	Cost/Acre
Purchases thru FY 2000	0	0	\$0	\$0/acre
Scheduled for FY 2001	0	0	\$0	\$0/acre
Planned for FY 2002	0	0	\$0	\$0/acre
Planned for FY 2003	20	1,600	\$800,000	\$500/acre
Remaining to be Acquired	0	0	\$0	\$0/acre

LWCF Project Submission - continued

BUREAU OF LAND MANAGEMENT Land and Water Conservation Fund FY 2003 Departmental Ranking Sheet		Evaluator: <u>Ron Morfin</u> Title: <u>Lead Rec. & Wilderness Spec.</u>	
<i>Sears Point ACEC/Juan Bautista De Anza National Historic Trail</i>			
I. MINIMUM REQUIREMENTS			
1 A/B/C	The Gila River Cultural Area was designated an Area of Critical Environmental Concern (ACEC) in the Lower Gila South Land Use Plan, March 1988. The private land identified for acquisition is within this ACEC. This ACEC encompasses the entire Sears Point Archaeological District which was listed on the National Register of Historic Places on October 16, 1985.		
2	There are no known hazardous problems associated with this area. There is a historic "dog-trot" house located on a parcel currently owned by the Arizona Game and Fish Department within the ACEC.		
3	Inquiries are being made at this time to identify the potential landowners who are interested in disposing of their parcels. The inquiries are being made by an exchange proponent. There is no current indication of opposition from current owners to Federal acquisition of the non-Federal interests and/or property.		
4	Three roads could be used as access to the ACEC. The cost of infrastructure necessary to make the property accessible, safe, and usable by the general public does not exceed 10 percent of the estimated purchase price.		
II. RANKING CRITERIA			
	Narrative	Points Available	Allocated
1B	Within 30 miles of this site, a power plant is planned, which will include residential development. This development could lead to residential and/or commercial development occurring within the next 5-10 years.	(25)	25
2B	The Phoenix metropolitan area is located within 100 miles of Sears Point.	(50)	50
3A	The mesquite bosque located within the ACEC is possible southwest willow flycatcher migration habitat. To date, a survey has not been completed.	(40)	25
4	The prehistoric cultures which are believed to have utilized this archaeological district between 10,000 B.C. and A.D. 1450 include the Desert Archaic, Patayan, and Hohokam cultures.	(40)	40
5B	A section of the Gila River would be acquired (Fred J. Weiler Green Belt).	(60)	60
6B	Provides accessibility to the general public. Various trails lead visitors to the numerous petroglyph sites. The area is open to hiking.	(20)	20
7	The Sears Point cultural area is experiencing a significant increase in visitors, especially during the winter visitor season.	(20)	20
8	Acquisition of the private parcels at Sears Point would provide BLM with a better opportunity to protect the significant cultural resources located on the private lands.	(20)	20
9	The 20 private parcels are being considered in an exchange.	(5-25)	10
10	The preference would be to acquire fee simple title of the private parcels.	(10)	5
11	The City of Yuma.	(5-15)	5
TOTAL POINTS (Items 1-11)			280
12	Bureau wide Priority / (Completed by WO)	(7.5-150)	
III. STATE DIRECTOR'S PRIORITY RANKING			5

LWCF Project Submission - continued

**FY 2003 SUPPLEMENTAL RANKING CRITERIA
LAND ACQUISITION
BUREAU: Bureau of Land Management**

Project: Sears Point ACEC/
Juan Bautista De Anza NHT

Criteria Definition

1 Political Support (Local/National) / (YES)

Is there significant local, regional, national, constituent and representative support?

Briefly explain: The City of Yuma and other local agencies and organizations have partnered with the Yuma Field Office to form the Southwest Ecotourism Alliance. The City has offered to match Congressional LWCF land acquisition appropriations and is funding efforts in FY 2001 to assist in developing a management proposal for the area.

2 Name of approved land use plan this project is in compliance with (RMP, etc.)?

Name of plan: Lower Gila Resource Management Plan, dated March 1988.

3 Threatened and Endangered Species - Seasonal/Resident / (YES)

Does the property provide exclusive, year-round habitat to a nominated, candidate or listed species? Is the species animal or plant?

Briefly explain: Possible southwest willow flycatcher migration habitat. To date no survey has been conducted.

4 Existing Project vs. new Project / (NO)

Has this project ever received a LWCF appropriation?

5 Acquisition Partnerships / (NO)

Has this property been optioned or purchased by a third party nonprofit for resale to the BLM, by a prior mutual agreement?

6 Management Partnerships / (YES)

Has or will the property be cooperatively managed by other Federal or non-Federal partners?

Whom: The City of Yuma.

7 Is parcel within an Administrative or Congressionally-designated "Special Area" / (YES)

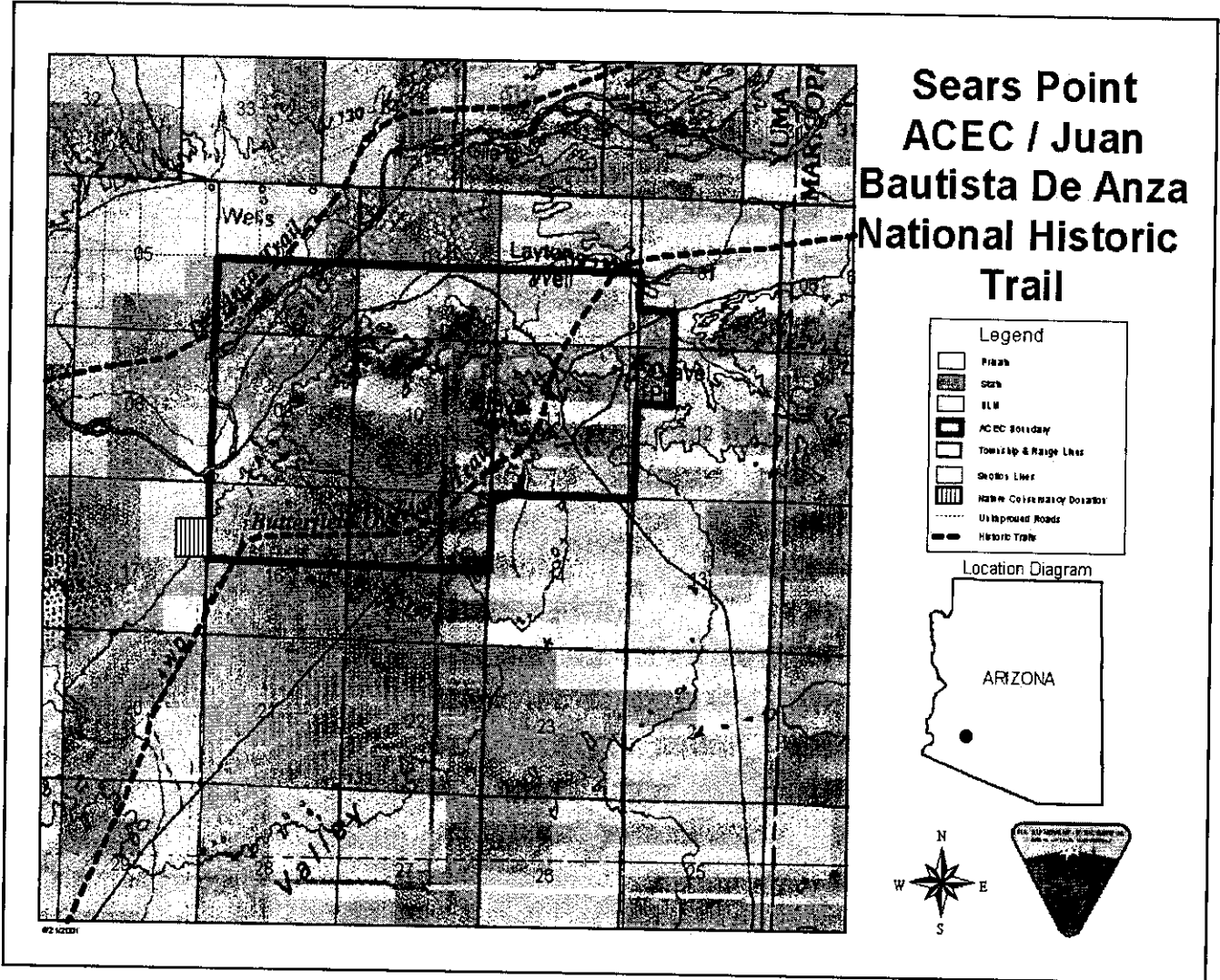
The Juan Bautista De Anza National Historic Trail passes through the project area.

8 Is the property within one of the following Bureau/Departmental Priority Ecosystems? (YES)

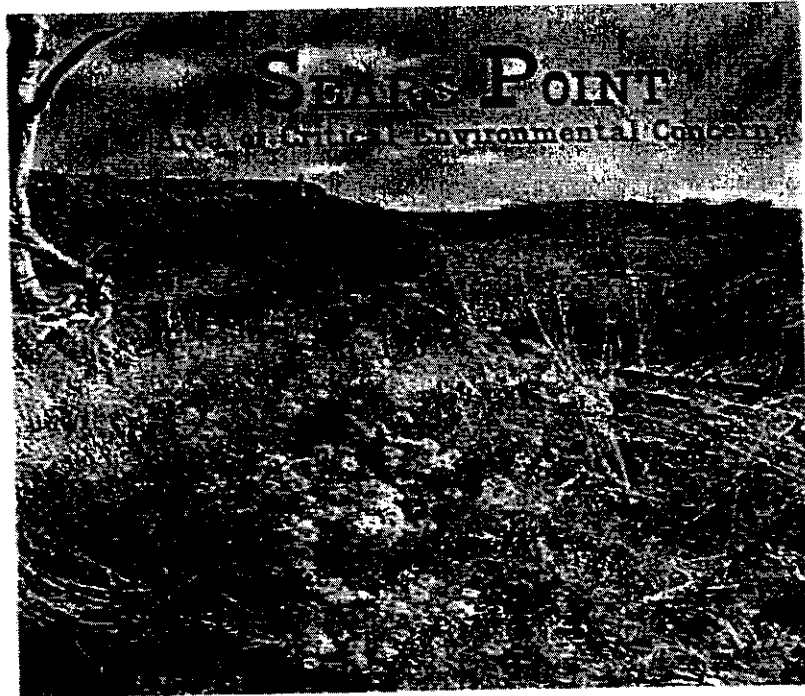
(Check as appropriate)

X Rural/Urban Greenway Name: Fred J. Weiler Greenbelt

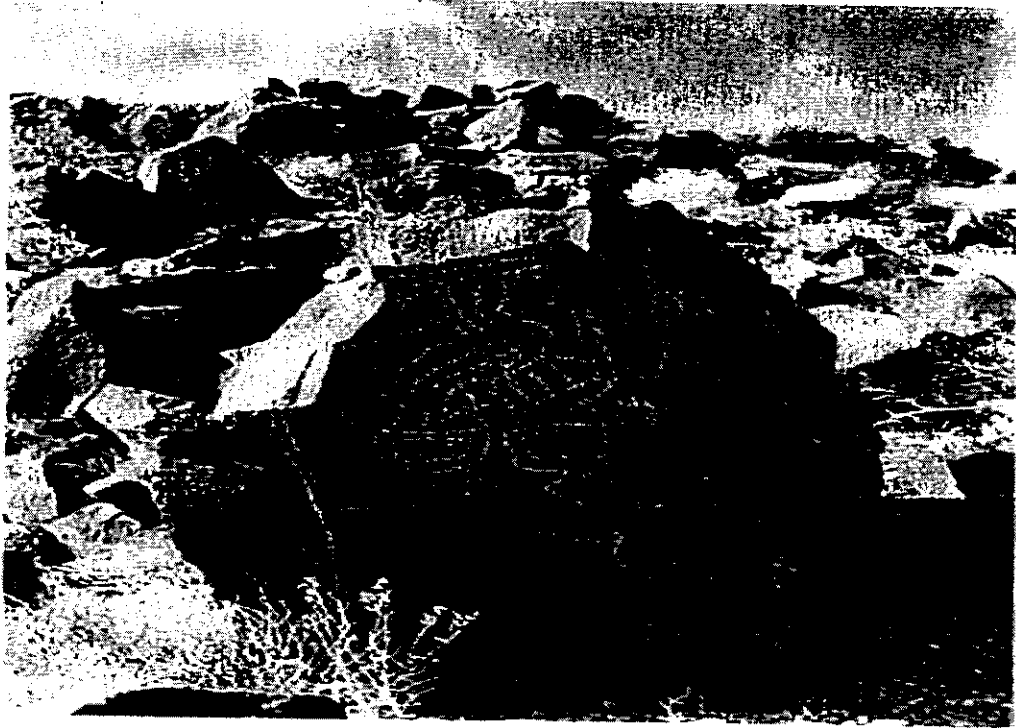
LWCF Project Submission - Map



LWCF Project Submission - Photos



LWCF Project Submission - Photos



**Petroglyphs from Native American Cultures
within the Sears Point area**



Emergency Funding Request

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208

In reply refer to:
2100 (958.1)

August 30, 2000

Memorandum

To: Director (WO-350, Room 1000LS)

From: Associate State Director, Oregon

Subject: Request for Emergency Land and Water Conservation Funds (LWCF)

The Roseburg District has an opportunity to acquire lands by direct purchase that meet LWCF criteria and are available for acquisition. The proposed acquisition is adjacent to Bureau of Land Management (BLM) lands on the north and east.

The Nature Conservancy is in the process of acquiring an option to a 197-acre private parcel. Contained in this larger parcel is a 39-acre tract that is habitat for the Umpqua mariposa lily (*Calochortus umpquansis*). Acquisition of the 39-acre tract is necessary to preserve lily habitat. This action would assist efforts to preclude the species from being listed as threatened or endangered at the Federal level.

The 1995 Roseburg District Resource Management Plan, a 1995 Conservation Strategy, and a 1996 Interagency Conservation Agreement identified actions to maintain or increase the numbers of lilies and to maintain and restore habitats, including the acquisition of private lands.

The encumbrances that appear on the preliminary title report will either be deleted or will not adversely affect the use of the land by the BLM.

The estimated value of this parcel is \$40,000. The Nature Conservancy is performing a hazardous materials survey, but inspection of the property by BLM personnel indicates there is no hazardous waste contamination.

We request your consideration of this request for LWCF emergency funding of \$40,000. Attached are a narrative description of the property, maps, an aerial photo, and surface photos. If you have any questions, please contact Lois Harwood, OR958.1, at (503) 952-6188.

/s/ Charles E. Wassinger

Attachments (as stated)

cc: OR912
OR915
OR933
DM, Roseburg District w/o attachments

LWCF Emergency Funding Request - continued

BUREAU OF LAND MANAGEMENT - Narrative

***Ace Williams Mountain ACEC* (LWCF Emergency Acquisition Project)**

Project: Fee title acquisition of 39.11 acres.

Congressional District: 4th

Location: Southwestern Oregon, 16 miles east of Roseburg and 70 miles south of Eugene, Oregon.

Purpose: To acquire land in fee title to control habitat management for the Umpqua mariposa lily (*Calochortus umpquaensis*). This action would assist efforts to preclude the species from being listed as threatened or endangered at the Federal level. The lily is currently listed as endangered by the State of Oregon. The U.S. Fish and Wildlife Service has determined the lily to be biologically appropriate for listing as threatened or endangered, and has included it in its list of Federal Candidate species. The 1995 Roseburg District Resource Management Plan (RMP) identified as an objective under Land Tenure Adjustments "blocking up" areas in Zone 2 with significant resource values. The RMP, a 1995 Conservation Strategy, and a 1996 inter-agency Conservation Agreement identified actions to maintain or increase the numbers of lilies and to maintain and restore habitats. These actions included the acquisition of private lands.

Acquisition Opportunities: Parcel is on the market. The Nature Conservancy (TNC) is in the process of acquiring an option on the 197-acre parcel and conveying 39 acres in fee title to the Bureau of Land Management (BLM) by boundary line adjustment that will meet the requirements of the county zoning for farm use.

Other Cooperators: The Nature Conservancy of Oregon

Project Description: The Umpqua mariposa lily is a southwest Oregon endemic restricted to serpentine soils in southern Douglas County and northern Josephine and Jackson Counties. Five isolated populations have been identified, two of which sustain multiple subpopulations. The Ace Williams Mountain subpopulation of the Little River population sustains the largest numbers of the Umpqua Mariposa lilies of the four Little River subpopulations. This subpopulation occurs across approximately 250 acres of land, 34 acres of which are managed by the BLM. The 39-acre project area contains approximately 19 acres of lily habitat which is contiguous to the BLM habitat. The acquisition area is part of a 197-acre parcel that has been grazed, logged and used for rural housing. This private property is currently for sale. TNC is willing to purchase the property, and to convey to the BLM fee title to the 39 acres at fair market value. If the BLM acquires the land, the area will be managed to maintain and restore the lily's habitat.

Safety and Hazardous Materials: Analysis is in process; no concerns have been identified.

Relocation Assistance: None required.

Political Support or concern: None identified.

Urgency for Acquisition: The 1996 Conservation Agreement identifies the Ace Williams site as the largest subpopulation with some of the most viable habitat known throughout the range of the species. A fee title acquisition represents the best opportunity to control habitat and to implement the objectives of the RMP and the agreements cited above. The other subpopulations have smaller plant numbers, and the land ownership pattern is highly fragmented. The land has recently been offered for sale, and this opportunity may not occur again for many years.

LWCF Emergency Funding Request - continued



Calochortus umpquaensis habit

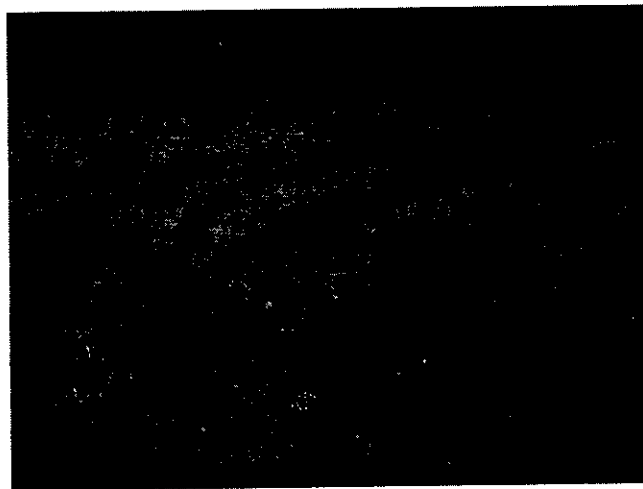


*Calochortus
umpquaensis*

LWCF Emergency Funding Request - continued

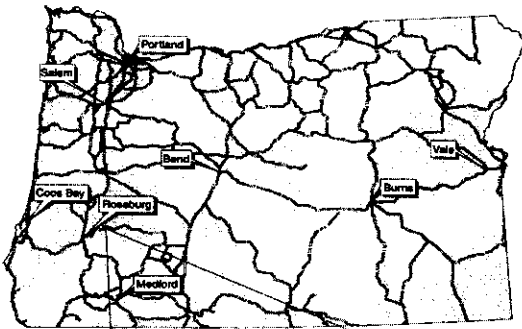


Calochortus umpquaensis habitat at proposed Ace Williams acquisition

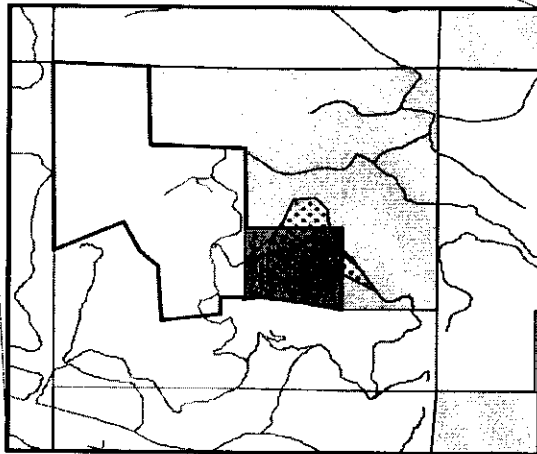


LWCF Emergency Funding Request - continued

Vicinity Map for Proposed Land Acquisition *Calachortus umpquaensis* Habitat



T26S R3W
Section 27



Legend

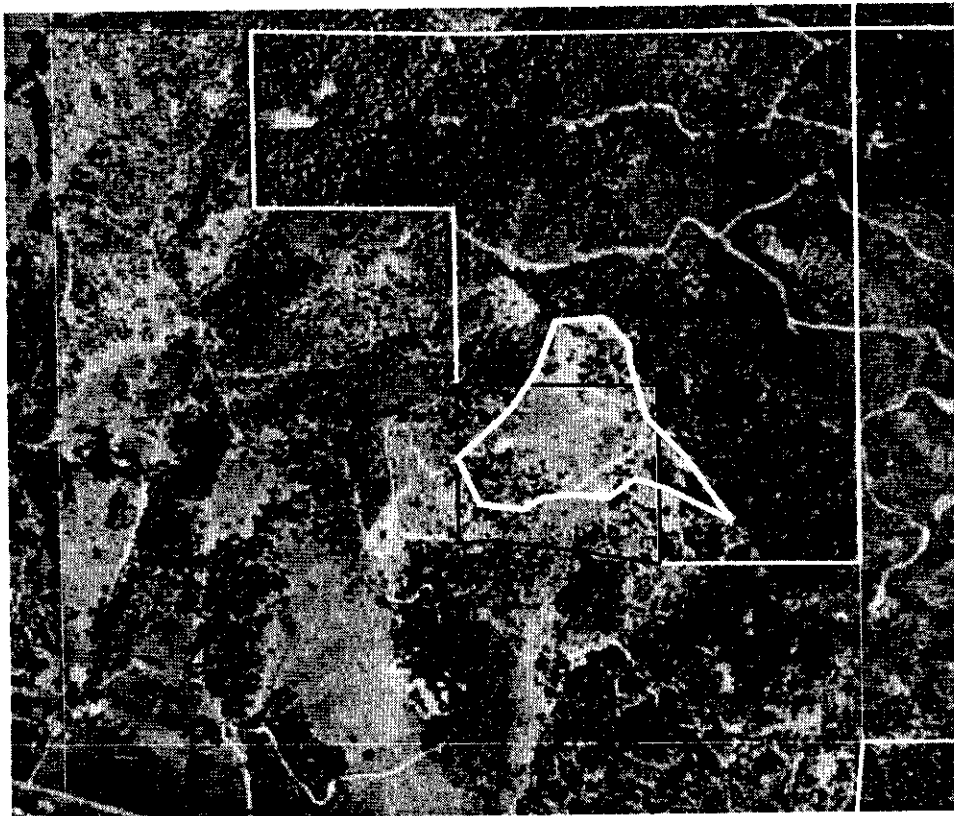
- BLM Managed Land
- Private Land
- Proposed BLM Acquisition
- The Nature Conservancy Acquisition
- Calachortus Habitat
- Road



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. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

LWCF Emergency Funding Request - continued

Proposed Land Acquisition for
Calachortus umpquaensis



T26S R3W Section 27

1:12000

LEGEND

- | | | |
|-------------------|---|----------------------|
| Ownership | ○ | Proposed Acquisition |
| BLM Managed Lands | | Calachortus Habitat |
| Private Lands | | |

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LWCF Reprogramming Request

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, Colorado 80215-7076

In Reply Refer To:
2100 (CO-935/COC-63213)

Memorandum

To: Director, WO-350 (Room 1000 LS)

From: State Director, Colorado

Subject: Land and Water Conservation Fund (LWCF) Reprogramming Request:
Blanca Wildlife Habitat Area

We request the reprogramming of \$520,000 in LWCF land acquisition funds from our Upper Huerfano River Special Management Area project (C-616) in Huerfano County, Colorado to the Blanca Wildlife Habitat Area (WHA) project (C-604). The Blanca WHA is located in Alamosa County, Colorado near the City of Alamosa. Both project areas are located in Colorado Congressional District Number 3. This reprogramming will close out the Upper Huerfano project and utilize all funding available for purchases at the Blanca WHA.

The reprogramming of these funds to the Blanca WHA project will enable BLM to acquire the 1,480 acre Simpson Ranch located on the Conejos River in south-central Colorado, approximately 15 miles south of Alamosa. The ranch contains a deep water well with a capacity of 2,180 gallons per minute and other valuable water rights which can significantly enhance our Blanca WHA management program. In addition to its important water rights, the Simpson property, located adjacent to public lands in the McIntire Springs area, contains important wildlife, riparian, and recreation values which will improve BLM's management opportunities along this segment of the Conejos River.

Purchase of these water rights for the Blanca WHA will facilitate restoration of the San Luis Valley's wetlands ecosystem and contribute toward attainment of full productivity of this critical stopover area for migratory birds. Management goals include the production of up to 15,000 waterfowl and 1,500 geese annually and providing additional acreage for crucial bald eagle winter habitat and year-round peregrine falcon habitat.

BLM has an on-going program to acquire water rights needed to meet its management obligations at this widely renowned WHA. The purchase of water rights is necessary to attain full productivity of existing wetlands, to restore historic wetlands, and to enable BLM to be in compliance with Colorado water law. Water supplies for the WHA are currently dependent upon a short-term water provision agreement with the Colorado Division of Wildlife. BLM has acquired about 40 percent of the long-term water supplies needed to manage the area.

LWCF Reprogramming Request - continued

The Simpson Ranch is currently under contract by our land acquisition facilitator, The Conservation Fund (TCF), and can be immediately acquired by BLM if this reprogramming request is approved. BLM's approved appraised value of the ranch is \$1,350,000. TCF, as a nonprofit corporation, will convey the property to BLM at a price below the appraised value.

We currently have a total of \$810,000 available for this purchase. This total includes a balance of \$675,000 in the Blanca LWCF account and \$135,000 available for Blanca water acquisitions under PL104-158 dated July 9, 1996 (16 USC 191). Section 3(a)(2) of this bill legislated completion of the Lake Gulch land exchange in Gilpin County, Colorado, and directed any cash equalization received by the United States in this exchange be used to acquire water rights and/or land for the Blanca WHA. These funds combined with the \$520,000 requested in this reprogramming action will provide the total funding needed for acquisition of the Simpson Ranch and water rights.

The authority for this acquisition is Section 205 of the Federal Land Policy and Management Act of 1976 and Section 318 which provides for the use of LWCF's for acquisitions under this authority. The acquisition of the Simpson Ranch and water rights is consistent with BLM's San Luis Resource Management Plan dated December 1991 and in accord with management goals of the Blanca WHA Integrated Activity Plan dated August 1995.

Funds are available for reprogramming from the Upper Huerfano River project because a key acquisition could not be completed. In FY 1996 BLM requested \$1.6 million in LWCF land acquisition funds for the purchase of the 5,600 acre Higby Ranch. With only \$610,000 was received for this project the ranch was lost through sale to a private buyer. The following year, the BLM initiated a land exchange with Mr. Redmond, the new owner, which would utilize the project funding for an exchange equalization payment and enable the BLM to acquire several third-party owned inholdings within the ranch following its acquisition by the BLM. After almost three years of diligent negotiations with the current owner, we have been unable to reach an agreement on the exchange and there are no other acquisition opportunities within the Upper Huerfano project area. In November 1999, \$90,000 of the Upper Huerfano River project funds were reprogrammed to Colorado's Black Canyon of the Gunnison project to complete acquisition of the 691 acre Jensen property which had an appraised value of \$550,000. The remaining project balance of \$520,000 is now available for reprogramming since no further negotiations on the land exchange are planned and other potential acquisitions within the project area were contingent upon completion of the exchange.

We have received support from numerous local entities on our efforts to acquire water rights for the Blanca WHA. Project supporters include the Rio Grande Water Conservation District, Conejos Water Conservancy District, and the Colorado Division of Water Resources. Non-profit organizations supporting this acquisition include local chapters of Ducks Unlimited and The Nature Conservancy. No political or local opposition to this project is expected. There are also no title, survey, or other issues affecting the property which would prevent acquisition by the BLM.

We would appreciate your prompt attention to this request. We will be able to close this transaction immediately upon approval of this request. Please contact Herb Olson at (303) 239-3709 if you need additional information.

Attachment: Map

Text of Wyden Amendment

The following is the current language of the Wyden Amendment, Section 124 of PL 104-204, as modified by Section 136 of PL 105-277 (modifications shown in italics):

1. WATERSHED RESTORATION AND ENHANCEMENT AGREEMENTS

(a) In General.-- For fiscal year 1997 and each fiscal year thereafter, appropriations for the Bureau of Land Management may be used by the Secretary of the Interior for the purpose of entering into cooperative agreements *with the heads of other Federal agencies, tribal, State, and local governments, private and nonprofit entities, and landowners for the protection, restoration and enhancement of fish and wildlife habitat and other resources on public or private land and enhancement of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit those resources on public land within the watershed.*

(b) Direct and Indirect Watershed Agreements.-- The Secretary of the Interior may enter into a watershed restoration and enhancement agreement--

(1) directly with a willing private landowner; or

(2) indirectly through an agreement with a state, local, or tribal government or other public entity, educational institution, or private non-profit organization.

(c) Terms and Conditions.-- In order for the Secretary to enter into a watershed restoration and enhancement agreement--

(1) the agreement will--

(A) include such terms and conditions mutually agreed to by the Secretary and the landowner;

(B) improve the viability of and otherwise benefit the fish, wildlife, and other biotic resources on public land in the watershed;

(C) authorize the provision of technical assistance by the Secretary in the planning of management activities that will further the purposes of the agreement;

(D) provide for the sharing of costs of implementing the agreement among the Federal government, the landowner, and other entities, as mutually agreed on by the affected interests; and

(E) ensure that any expenditure by the Secretary pursuant to the agreement is determined by the Secretary to be in the public interest; and

(2) the Secretary may require such other terms and conditions as are necessary to protect the public investment on private lands, provided such terms and conditions are mutually agreed to by the Secretary and the landowner.

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H-2100-1 - ACQUISITION
 Chapter V- Document Preparation

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Chapter V - Document Preparation

I. Survey. The purpose of surveying is to identify the location of the rights described in the conveyance document on the ground as well as in the legal record. Surveys executed prior to a conveyance create land boundaries, mark them for the first time, and form the legal record of the conveyance. Surveys done after the conveyance identify on the ground the location of rights created by the conveyance and may identify unwritten rights passed by constructed improvements such as a fence, road, or pipeline.

A. Bureau of Land Management (BLM) Survey. The Cadastral Survey Section provides all Federal and Tribal managers of Public and Indian Lands with creation and reestablishment of Public Land Survey System (PLSS) boundaries, the subdivision of these areas, the determination of the amount of official acreage within these areas, and the preparation of the official plat and written record of these surveys, all of which are used in describing the land for patents, leases, uses, or retention for Federal management purposes. Cadastral Survey is responsible for the storage and dissemination of the official PLSS survey field notes, plats and group files.

1. BLM Survey Review Before Acquisition. The BLM must accurately describe its acquisitions. Courts have ruled that errors will be held against the Government. When lands or interest in lands are acquired, the legal description should be reviewed by a qualified surveyor to avoid discrepancies in boundaries or failure to close in the instance of metes and bounds descriptions. If necessary, a request should be forwarded to the BLM surveyor. (*See Illustration 1*). A response should be returned from the BLM surveyor indicating that a review has been completed. (*See Illustration 2*). If the legal description is not adequate, a survey of the proposed acquisition should be performed.

2. BLM Route Surveys can conform to the instructions established by BLM engineering procedures. The plats for these surveys need to be able to meet state and county standards. The route should be surveyed to an error of closure not to exceed 1:3000 in error. Roads or other linear rights-of-way must, insofar as possible, have physical ties to monuments of the Public Land Survey or other legal monuments. Every effort must be made to obtain a survey which will accurately locate the route or tract on the ground so land records can be properly noted and all parties know precisely what is being acquired. When necessary, celestial shots should be taken to accurately orient the survey. (See Manual Section 9113 regarding surveys.)

a. Suitable Plat. When acquiring roads or other linear rights-of-way, a plat suitable for use as an exhibit is needed in order to illustrate to the owner and for legal record that an accurate description of the property is included in the conveyance document. The purpose of the plat exhibit is to supplement the narrative description by graphically revealing the location and configuration of the property being acquired, together with other relevant information. In certain States, the plat may replace the narrative description of the property being acquired. When the plat is attached as an exhibit, it must be recorded in the county records with the document. When significant construction or realignment is anticipated, perpetual easement exhibits must show a designed centerline. Other perpetual easement exhibits should show at least a straight line traverse, adequately surveyed and drafted to describe the entire roadway. See "Manual of Instructions for the Survey of the Public Lands of the United States 1973" and the supplements. Some important plat exhibit guidelines follows:

(1) Plat exhibits must agree exactly with the description. In nearly every case, a discrepancy requires correction, initialing, re-recording, or complete re-execution. When a tract description refers to a recorded plat, all of the information on the plat is, by law, incorporated in the description. Plats should be of an appropriate and consistent scale, preferably one inch to 200 feet or one inch to 100 feet. The scale selection must provide a clear picture of the location of the interest being acquired.

(2) Plats must contain a certification as to accuracy by the lead engineer. The engineer who makes this review will not be the same person who did the survey.

(3) Plats must show a north arrow and be oriented with north as near the top of the page as practicable.

(4) Plats must be arranged so that holes punched in the top for filing will not destroy important information.

(5) Plat descriptions should begin and end outside the property so that no hiatus exists between the property line and a line drawn perpendicular to the centerline at the point it crosses the property line.

(6) Plats must show the right-of-way width. If the width changes, the centerline must be stationed. Each width change must be stationed so it can be located.

(7) Plats must show physical ties from both ends of the described centerline to different corner monuments. The description should be tied with intermediate ties to corner monuments where reasonable. Beginning and ending of rights-of-way should also be tied to different corner monuments. In the acquisition of short-term easements over existing roads, it is reasonable to assume certain risks in keeping with the demand of the total program. As a minimum for this type of easement, there should be ties where the traverse crosses section lines, when the easement is over ½ mile in length.

(8) Plats must show section and subdivision lines, irregular property lines, and their identification. For mining claims, show claim lines and claim names. Identify each tract by its aliquot part, Lot, Mineral Survey, or other name. Show public land and other legal survey corner monuments. Identify found corners with appropriate names.

(9) Bearings, tangent distances, stationing, and if the road is designed, the degree of curvature, direction, and length of curve, delta, angle, and semi-tangent distance must be shown as appropriate so the survey can be established on the ground by a knowledgeable person. The beginning tangent bearing should be shown, or in the case of a curve, the long chord or back tangent and its bearing must be shown in the centerline description when the road is designed.

(10) Structures or improvements on or near the right-of-way, including but not limited to ditches, canals, pipelines, powerlines, roads, trails, and fences are only shown when they affect or may affect the land or interests being acquired.

(11) Plats must have a legend on each page showing:

- Identification of project.
- Tract number.
- Township, range, section and meridian.
- County and State.
- Actual scale - by bar scale.
- Date easement plat exhibit was prepared and its last modification.

(12) Plats must be independent of color identification. Color will not reproduce in recordation.

(13) Plats must be marked "Exhibit A" or, whatever the document calls for. If more than one page is needed, it should be labeled "Exhibit A, Page 1 of 3, "parcel 2 of 2," etc.

(14) Plats should contain no ambiguous terms which do not agree with the written description. Avoid the use of terms such as "right-of-way line," "line to be constructed," and other vague designations which do not contribute to clarity. A centerline should be labeled "centerline" but care must be taken that a traverse line is not labeled as a centerline. There is no need to label the outside boundaries of the right-of-way. Avoid the use of an "L" line or a "P" line. The "L" line should be designated as "centerline" and the "P" line should not be included on the plat unless a particular landowner insists upon it. The P-line stake location must be shown on a survey plat.

(15) Plats must be drafted on 8 ½" X 11" paper or multiples thereof. Where the right-of-way runs horizontally, continuous sheets, folded in the nature of an accordion not to exceed four folds, are desirable. All plats must meet the respective county recordation requirements.

b. Alternative Plats and Acquisition Aids. The cost of surveys and platting is a major portion of the overall cost of the easement acquisition process and consumes a large amount of time. Managers are continually looking for a way to shorten the overall timeframe and to reduce costs. The following should explain additional alternatives to the standard centerline survey which is the most common practice in use today. For example:

(1) Aerial photographs may be substituted for easement plats. In some States, they may be used without a narrative description of the interests being acquired on the document. In other States, the aerial photo must have the same information as a drafted plat, especially the courses for the centerline of a linear easement. The ties to the beginning and ending "stations" on the photo must be accurate, probably resulting from ground control surveys. The right-of-way widths are also required. The criteria, as in all conveyances, is the description of the interests conveyed must be locatable on the ground by a knowledgeable person, i.e., can an acquisition person or the owner using the photo and document get to the location on the ground and "see" the interests being acquired.

(2) A Computer Aided Design and Drafting Program (CADD) will draw plats/plots/plans of legal descriptions. The program will give a sketch map at a computer selected scale on the terminal or printer. An accurate plat or plot at a scale selected by the user can be provided by most engineering divisions in the BLM.

(3) Under certain conditions an aerial photograph with nothing more than the approximate property boundaries shown may be used as an exhibit to define the easement area. The conditions which would make this type of exhibit acceptable would be in an area which has very few roads, the roads that do exist are located in such a way their location cannot substantially change (such as in the bottom of a very narrow canyon), the private land will probably not be divided into smaller parcels, there will not be any substantial upgrading or reconstruction of the road on the subject parcel, the road can easily be seen on the photograph (there is not heavy tree cover, etc.), and the landowner is fully agreeable to the use of such an exhibit.

(4) When using these alternatives, the Manager should be aware of the fact that when you cannot determine the exact location of an encumbrance such as a road easement on private property, the encumbrance will cover the entire ownership. Title companies will not remove an encumbrance they cannot

locate of record. In their eyes the easement "floats" if it is not tied to property corners. Any future subdivision of the private land will carry the encumbrance of the road easement whether or not it is physically on the parcel subdivided off. In only unusual circumstances should the Government so encumber a privately held parcel of land and then only after concurrence by the landowner who has been informed of the true extent to which his land will become encumbered.

c. Corner Identification.

(1) The rectangular system of surveys was initiated in order that parcels of land could be adequately described without any questions as to the identification and location of any particular parcel. The system has survived years of use and has been put into use by other countries throughout the world. If the lands to be described are within the scope of the public land rectangular survey system, the terminology should conform to the accepted nomenclature in use by that system, comprising the name of the proper reference meridian, the appropriate township and range, and the proper corner identification in the established subdivisions of the township.

A study of Sections 4-23 through 4-46 of the Manual of Surveying Instructions 1973 will give an insight into some of the different corner descriptions. The Department pamphlet, Specifications for Descriptions of Tracts of Land for Use in Executive Orders and Proclamations, reprinted in April 1960, although not completely applicable in rights-of-way or easement descriptions, will give further examples and insights into the proper method of corner descriptions.

(2) Descriptions of corners can be abbreviated which will simplify their writing. The principal abbreviations are shown below. Additional abbreviations are listed in Section 8-11 of the Manual of Surveying Instructions 1973.

6th Prin. Mer	Sixth Principal Meridian
New Mexico Prin. Mer	New Mexico Principal Meridian
Ute Prin. Mer	Ute Principal Meridian
T., Tp., Tps	Township, Townships
R., Rs	Range, Ranges
Sec., Secs	Section, Sections
N	North
NE	Northeast

Where two or more township units are grouped in the description, the plural abbreviation "Tps." is used, even though all the townships have the same number north or south of the base line. The term "Range" is abbreviated in the singular or plural as the meaning may require, for example:

- Tp. 3 S., Rs. 16 and 17 W.
- Tps. 4 and 5 N., R. 14 W.
- Tps. 1 and 2 N., Rs. 6 and 7 W.

There are a number of different types of survey corners used to identify the location of a given point on a right-of-way. It is essential for all corners to be described in their entirety. Some examples are:

(a) A corner common to four sections must be identified as such: The corner of Sections 4, 5, 8, and 9, Township 11 North, Range 7 West of the Sixth Principal Meridian.

The cor. of secs. 4, 5, 8, and 9, T. 11 N., R. 7 W., 6th Prin. Mer.

(b) Similarly a $\frac{1}{4}$ section corner common to two sections must be so identified:

The $\frac{1}{4}$ section corner of Sections 9 and 16, T. 8 S., R. 2 E., New Mexico Prin. Mer.

(c) Other examples of correct corner identifications are:

The northeast corner of Section 8 only, Township 11 North, Range 8 West of the Ute Principal Meridian.

-or-

The NE cor. of Sec. 8 only, T. 11 N., R. 8 W., Ute Prin. Mer.

The $\frac{1}{4}$ section corner of Section 9 only, on the South boundary of the section, Township 18 North, Range 1 East of the Sixth Principal Meridian.

-or-

The $\frac{1}{4}$ sec. cor., of Sec. 9 only on the S. bdy. of the sec., T. 18 N., R.1 E., 6th Principal Meridian.

The standard corner of Townships 13 North, Ranges 20 and 21 East of the New Mexico Principal Meridian.

-or-

The stan. cor. of Tps. 13 N., Rs. 20 and 21 E., New Mexico Prin. Mer.

The standard $\frac{1}{4}$ section corner of Section 32, Township 13 North, Range 21 East of the Ute Principal Meridian.

-or-

The stan. $\frac{1}{4}$ sec. cor. of Sec. 32, T. 13 N., R. 21 E., Ute Prin. Mer.

The Northeast $\frac{1}{16}$ section corner of Section 10, Township 2 South, Range 5 East of the Sixth Principal Meridian.

-or-

The NE $\frac{1}{16}$ sec. cor. of Sec. 10. T. 2 S., R. 5 E., 6th Prin. Mer.

3. Survey Standards. The standard of the survey must insure the land or interests in lands to be acquired are accurately located on the ground. If a plat is required, the survey must be sufficient to provide an accurate plat. Surveys for most acquisitions of roads, condemnation cases, or where there may be a substantial improvement on the acquired parcel should be surveyed to an error of closure not to exceed 1:3000 in error. See BLM Manual 9113 for accuracy of survey.

Global Positioning System (GPS) technology can be used to assist in the data collection for plat preparation. The final exhibit prepared with this technology is subject to all of the approvals required by this manual section.

a. Nonlinear surveys may require the subdivision of land, either private or public. Control monuments legally recognized by the United States as well as recognized by the appropriate State law must be used to identify the private property interests and/or land being acquired.

b. Linear surveys require a degree of accuracy necessary to assure the rights described in the legal document will cover location of the actual construction on the ground. Flexibility will be allowed so that surveying costs will be consistent with the rights being acquired and the use of those rights by the United States. As an example an error of closure of 1 in 100 may be adequate if the easement is 50 feet long and the ties to legal corner monuments are 30 and 40 feet. The trail to be constructed requires a 20-foot wide easement and the trail is 5 feet wide. Even though there was a maximum allowable survey error, the easement would still cover the trail. An error of less than 1:3000 would be required if a mile of road is to be constructed, or a 100-foot wide easement is to be acquired to construct a 35-40' wide road structure, or the ties to the corner are ½ mile apart. A key guide is the maximum error of survey must keep the constructed road within the boundaries of the legally described property acquired.

Linear easements acquired for roads, trails and other purposes should be monumented at either end and at intermediate points. These monuments should be readily locatable, but do not need to be legal monuments if the land values are relatively low. If the land values are relatively high, such as in subdivisions, the monuments for the linear surveys must be monuments as recognized by State law. Non-linear acquisition of property in fee should always have permanent legal monuments.

4. Other Types of Surveys. Surveying need not be by conventional means, such as setting up a transit and measuring between points. The proper use of global positioning system (GPS) can increase the accuracy of the description while at the same time decrease the cost of the survey. Aerial photography or maps showing existing roads may be used for minor acquisitions where no substantial investments are involved. The use of aerial photography or maps does not release the user from the basic policy criteria. The legal description of the acquired property must be accurately described in the deed. Monumentation as appropriate must be placed on the ground. Short roads or linear rights-of-way are almost always surveyed most inexpensively with on-the-ground conventional surveying methods. Longer existing roads or road systems can often be surveyed more economically by the use of aerial photography or by the use of any positioning system.

a. Aerial photography requires survey methods to establish control points. The control points should be referenced to the National Geodetic Network. Panels or markers are set at these control points which can be identified on the photograph after the project is flown.

5. Federal Highway Administration (FHWA) or Architectural and Engineering (A & E) Contract Surveys. A close liaison is maintained with FHWA or A & E contractors by the Contracting Officers Representative or Task Order Manager, normally located in the BLM Branch of Engineering in the State Office. Advance drawings should be reviewed by the Field Office Engineer for accuracy and for the standard of survey which is required on all of our drawings. All deficiencies must be reported to the State Office Contracting Officer's Representative or Task Order Manager for corrective action. Do not make corrections at the Field level.

B. Existing Features Report. The engineer or surveyor who designs (plans) the project must advise the realty specialist of any conflicting matters of record and those items not of record such as other people using the land. Any use of the land that reflects an interest, lease or occupancy of the land is important and may have to be cleared to accomplish the acquisition.

As appropriate the surveyors must comment on the exceptions in the title, such as other easements of record which may or may not affect BLM's contemplated use of the easement to be acquired. Each right-of-way listed in the title must be identified as to its proximity to the interest being acquired. Examples would be:

- The road provides access to a cabin and the owner travels this road every day (he is in residence).
- The fence will cross a pipeline at station ###+### and this pipeline is maintained by a trail in this vicinity. It appears that maintenance occurs once a year. The proposed project will construct a gate at the pipeline maintenance trail.
- Approach roads intersect the easement. The proposed use of the road will interfere with approach roads. Suggest ways for mitigating approach road problems.
- At station ###+### the farmer uses the culvert in the existing road for irrigation of his field. BLM will construct a replacement culvert. Find out from the farmer the irrigation season.
- The neighbor to the east has a domestic waterline in the culvert at station ###+###. BLM will protect this waterline.
- There are power lines overhanging or paralleling the easement being acquired. The project plans submitted with the plat should indicate the location and a statement that acquired rights will or will not have an affect on the power line. If the structures on or near the easement will not interfere with the interest being acquired, a statement on the survey report to this effect is adequate. In this event the structures do not show. The criteria is that only interests which will be acquired or which may affect the acquisition are to be shown. A construction easement for raising the powerlines is an acquisition.

II. Documentation Pertaining to Hazardous Materials. The comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendment and Reauthorization Act of 1985 (SARA) and the Oil Pollution Control Act, were enacted to identify and impose liability on parties responsible for contamination caused by hazardous substance releases. This liability encompasses both past and current landowners. As the purchaser of property, it is essential that the BLM demonstrate that "all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial or customary practices" have been completed. See *BLM Manual Handbook H-2101-4 - Pre-Acquisition Environmental Site Assessments* for the Environmental Site Assessments process to be performed by BLM.) A statement that the lands to be acquired are free from hazardous materials must be

obtained from the grantor of any lands being acquired by BLM in fee title. The statement should be executed by the grantor at the time the deed is signed and included with the request for the Final Opinion of Title. (See *Illustration 3*.)

III. Use and Completion of the Deed Form. The completion of BLM deeds currently in use will be discussed in this section. Changes in the text of these deeds, other than those indicated, must be approved by the State Office Realty Specialist after consultation with the appropriate Regional/Field Solicitor. The law of each State rather than Federal law takes precedence concerning real estate documents. Each State Office Realty Specialist should research their State real estate laws and supplement this Handbook with frequently encountered special laws and/or documents.

A. Options. This Handbook describes various deeds normally used by the BLM in connection with acquisition by purchase, donation, transfer, or condemnation. Each deed is prepared for a conveyance of certain property rights to the United States and must be accomplished in accordance with requirements of the State in which the land is located.

B. Deeds.

1. Warranty Deed. BLM acquires warranted fee simple title, water, and mineral rights. (See *Illustration 4*).

2. Warranty Deed with Life Use Reservation. Life use reservation may be especially suitable for willing seller, senior residents. It allows the seller to reside on the property in an existing dwelling for the remainder of their life with a fair market value payment, less a discount for life use reservation, at a time in their life when their primary asset is the property they own. (See *Illustration 5*). Care should be taken to assure the reservation is made for the use and occupancy of a specific person or persons for residential purposes of their primary residence and needed outbuildings on only sufficient land to constitute a residential lot. It is highly recommended the reservation area be surveyed, monumented, mapped, and noted to the master title plat. Reservations are subject to the rules and regulations of the Secretary. Such a reservation should be for the occupancy of a specific person or persons in occupancy at the time of acquisition who need not necessarily be the record title holder. Such reservation shall be non-transferable. Life estate reservations extinguish relocation eligibility. (See *Chapter VI - Negotiation*.)

3. Special Warranty Deed. BLM acquires warranted fee, water and/or mineral rights from individuals who cannot or will not convey title with a Warranty Deed. (See *Illustration 6*). These are approved on a case by case basis by the Regional/Field Solicitor who may refer it to the Department of Justice to facilitate acquisitions and to avoid condemnation, provided that certain conditions are satisfied, as follows:

a. The title is otherwise acceptable.

b. BLM has tried unsuccessfully to get a Warranty Deed, and is satisfied the basis for the individual's inability or unwillingness to give a Warranty Deed is not due to any flaw in ownership, but rather is due to a statutory or other restraint of the individual authority to convey, to corporate policy, to custom in the community, or to some other specifically identified justification which clearly has application beyond the bounds of the subject transaction.

c. Is willing to accept title conveyed by less than a Warranty Deed.

d. BLM will get a title insurance policy in the full amount of the purchase price or the value of the property which does not contain an exclusion relating to the type of conveyance.

4. Bargain and Sale Deed. This type of deed is to be used only after approval by the State Office Realty Specialist. BLM acquires from a grantor, usually a fiduciary, political subdivision, etc., that is prohibited by statute from warranting title to conveyed property. (*See Illustration 7*).

5. Quitclaim Deed. BLM acquires whatever interest the grantor has to convey. It is usually employed as a title clearing measure when the grantor is not certain of the extent or validity of his title or interest in land. (*See Illustration 8*). When acquiring water or mineral rights use only as a final option, with approval by the State Office Realty Specialist on a case by case basis. (*See Chapter IV - Programming, Planning & Budget.*)

6. Donation Deed. BLM shall accept as a donation to the United States. (*See Illustrations 9 & 10*). Refer to III.D.2.d of this chapter for consideration requirements and *BLM Manual 1203* for Authorized Officer signature delegation. A Statement of Ownership and Waiver of Consideration and Appraisal should be prepared. (*See Illustration 11.*)

7. Conservation Easement. A conservation easement should be used when BLM acquires development rights to maintain a property in its existing state. Values include, but are not limited to, open space, scenic, riparian, and historic. (*See Illustration 12*). It is not uncommon to have a nonprofit organization (NPO) assist in the acquisition of conservation easements. Each easement must be written to meet the needs of every individual transaction. See the "Conservation Easement Stewardship Guide" by The Land Trust Alliance available at <http://www.lta.org/publications/index.html>.

8. General Easement. BLM requires rights for other than a road either perpetually or for a term. (*See Illustration 13*). When acquiring water rights of a value over \$100,000, approval must be by the Department of Justice, not by the Regional/Field Solicitor. BLM policy is to negotiate a General Easement to acquire rights on private land for the protection, restoration and enhancement of fish and wildlife habitat and other resources on private land; however, Section 124 of the Omnibus Consolidated Appropriations Act, 1997 (P.L. 104-208, *16 U.S.C. 1011 - Wyden Amendment*) provides authority for a more flexible approach. The Wyden Amendment also states, "the Secretary may require such other terms and conditions as are necessary to protect the public investment on private lands, provided such terms and conditions are mutually agreed to by the Secretary and the landowner."

9. Exclusive Road Easement. BLM needs perpetual control with rights for the public. (*See Illustration 14*).

10. Nonexclusive Road Easement. BLM needs a right to use an existing road or to construct a low cost road, either perpetually or for a term, does not include rights for the public. (*See Illustration 15*). In reciprocal instances when the authorized officer has determined a need exists for access across land owned or controlled by a right-of-way applicant, the authorized officer may require the right-of-way applicant to grant BLM equivalent rights. BLM may acquire by reciprocal actions (*43 CFR 2801.1-2*, *BLM Manual 2801-Rights-of-Way Management*) only such rights as BLM can grant under a FLPMA right-of-way. It does not authorize public access.

11. Grant of Easement and Right-of-Way. BLM needs rights for a range improvement on private land under grazing lease or permit. Usually executed in conjunction with an Allotment Management Plan or Cooperative Agreement. (See *Illustration 16*).

12. Quitclaim Right-of-Way Easement. BLM acquires whatever rights the mining claimant might have on a strip of land through the unpatented mining claim. (See *Illustration 17*).

13. Correction and Additional Width Documents. An additional width easement is used where more property is needed (slide areas, etc.). A correction deed is used to correct typographical or other errors in the original conveyance, to cure irregularities or ambiguities in a prior conveyance or to validate conveyance with a faulty acknowledgment or execution. If the prior deed was a valid conveyance, a correction deed cannot change the vesting or reduce or limit the quantity of land previously conveyed. If the error is typographical or drafting it should be corrected in ink with the initials of all grantors and grantees in the margin beside each correction. In addition, if the deed has already been recorded with the error, the following clause should be typed where space permits:

“This (deed) (easement) has been corrected and initialed by the parties hereto and is re-recorded to show correction in a (typographical) (drafting) error in the (“middle initial of the Grantor, Mary Q. Smith) (easement centerline description).”

If the error is other than typographical or drafting the easement should be re-executed following the advice of your State Office Realty Specialist in consultation with the appropriate Regional/Field Solicitor.

C. Contracts and Others.

1. Offer for the Purchase of Land and/or Interests in Land. BLM offers to purchase land and /or interests in land. (See *Illustration 18*). A change of wording may be made to meet the individual case need. An offer may be used pending the appropriation of funds for a project, pending the resolution of title problems, or pending execution of deeds by other parties involved in the acquisition. An Extension of Offer for the Purchase of Land and/or Interests in Land may be used, if needed. (See *Illustration 19*). This alternative should be used only after consultation with the State Office Realty Specialist.

2. Rock Permit. BLM acquires the right to remove rock from property. (See *Illustration 20*).

3. (Borrow Pit) (Spoil Area) Permit. BLM acquires a right to remove material. (See *Illustration 21*).

4. Rock Stockpile Site Permit. BLM acquires a right to store gravel on private land. (See *Illustration 22*).

5. Right of Entry to Conduct Archeological and Soil Investigations. BLM acquires a right to conduct studies. (See *Illustration 23*). Twenty-five dollars is considered a standard payment.

6. Right of Entry and Permit to Conduct Drilling Operations. Should be used when United States owns the mineral estate and surface estate is privately owned. (See *Illustration 24*). BLM acquires a right to go on private land to investigate, drill, etc.

7. Agreement for Installation and Maintenance of Well Equipment. BLM acquires a right to install and monitor a well. (*See Illustration 25*).

8. Ditches and Canals Reservation. A ditches and canals reservation permits the United States to construct stock water pipelines including appurtenances; such as valves, pressure reducers, etc., required for the transportation of water across non-Federal land. On all pipeline easements this reservation should be researched prior to the purchasing of an easement. Where a ditches and canals reservation exists on non-Federal land, an easement is not needed. Prior to exercising these rights, a Notice of Use of Reserved Right-of-Way is prepared, executed and recorded in the County records. (*See Illustration 26*). No payment is due the property owner unless damages are incurred as a result of the installation or construction of the water conveying facility.

9. Easements over State-Owned Lands. Special consideration must be made when acquiring easements over State lands. Some BLM offices have cooperative agreements with State governments covering roads and improvements. A reservation for ditches and canals may also be applicable on portions of State owned lands.

D. Completion of Forms. The content for a legal document varies from State to State. Generally, six items are required to compose a legal document and the sixth to make it a conveyance. The six items are: authority, consideration, grantor, grantee, words of conveyance, and signature. The final delivery of the recorded document with payment of the consideration must be accomplished to complete the conveyance.

1. Authority or the authorities under which the transaction is being conducted.

2. The Consideration to be paid is determined by an appraisal (P.L. 91-646). It can either be the market value shown as a lump sum or a deferred payment (rate for thousand board feet/mbf., ton/mile, etc.) up to the amount of the easement consideration. If the consideration is to be paid under a deferred payment, then "\$1.00" should be inserted in the granting clause. If there are other considerations, they must be clearly stated in the deed, such as, with a reciprocal easement. (*See Illustration 15*).

a. In cases of minimal value, no offer less than \$500 is to be made with certain exceptions. Negotiations may take into account any improvements requested by the landowner, over and above those needed by the Government. If an agreement cannot be reached, the Field Office Manager should consider increasing the offer by a reasonable amount. The action taken to effect a purchase agreement must be documented by the Field Office Manager. (*See Chapter VI - Negotiation*).

b. No monetary consideration is involved if the consideration is an agreement by the BLM and the grantor to accomplish certain events, such as range improvements (*See Illustration 16*) or reciprocal and cost-share agreements (Refer to 43 CFR 2801.1-2). (*See Illustration 17*).

c. Consideration for quitclaim easements across mining claims depends on validity. Unless the mining claim has been determined to be valid through a validity proceeding, nothing can be paid. Enter \$1.00 as consideration. If claimant insists on payment for alleged damages involved, request validity examination, and if the report shows claim invalid, request that adverse proceedings begin. If examination shows claim to be valid, compensation may be paid for damages to the mining operation as a result of the easement. An appraisal must be made to arrive at the damages.

d. Consideration is a requirement in most States for a valid deed. Many States require the "true and actual consideration..." clause to reinforce the amount shown as consideration is in fact the actual amount paid for the conveyance. A parcel being acquired as a donation must include in the deed consideration block "as a donation." For compliance with P.L. 91-646, Uniform Relocation and Real Property Acquisition, the landowner must be informed of the right to just compensation and the file must be documented in writing with the signature of the landowner waiving the right to an appraisal and/or just compensation. (*See Illustration 11*).

3. The Grantor of land and/or interests therein must be identified in accordance with requirements of the State in which the land is located. Advice on this matter may have to be sought from either the title company or State Office Realty Specialist.

a. Grantors generally consist of individuals and their spouses where necessary, partners doing business under an assumed business name, corporations, fiduciaries (guardians, executors, trustees and others), or public bodies.

(1) Individuals are persons acting by and for themselves. Names should appear as shown in the title evidence.

(2) When property is under a contract of sale, both the sellers and purchasers must be shown as "**Fred S. Jones and Mary H. Jones**, husband and wife, owners of record, and **Harold T. Smith and Dorothy A. Smith**, husband and wife, contract purchasers."

(3) A corporation is granted the exclusive use of its name in the State of its creation. Care should be taken to show the corporate name exactly and the State in which it is incorporated. The correct name of the Corporation, Resolution of Corporation, and the Certificate of Good Standing can be obtained from your State Corporation Commission or similar State entity. They can also give you pertinent information about the Corporation including the State in which it is incorporated, the year it was authorized to do business in your State, the listing of officers authorized to do business for the corporation, etc. This service is normally performed by the title company with information provided by the Corporation.

(4) A partnership is a voluntary association of individuals using an assumed name for business purposes. While in ordinary transactions the act of one partner binds all other partners, in the conveyance of real property or an interest therein this may not be so. We need to know:

(a) Who are the partners?

(b) If there are numerous partners, how many are there and who is authorized to convey real property.

In most circumstances, all partners should join in the easement including their spouses; i.e., **John Smith, Robert Jones and Mary Brown**, doing business as **Clear Creek Grazing Company**, a Partnership; and **Mary Smith**, wife of John Smith; **Susan Jones**, wife of Robert Jones; and **Henry Brown**, husband of Mary Brown.

Occasionally some objection will be raised by the Partners about their spouses joining in the conveyance on the grounds that spouses have no interest in the Partnership. In such cases, the following may be included in the deed: **Mary Smith, Susan Jones and Henry Brown** join in the execution of this deed to waive their claim

under the (homestead dower) (community property) laws.

(5) A fiduciary is a person who holds something in trust for another; as a trustee, guardian, executor, administrator or personal representative (in some States). If title to land is vested in a trustee, such as a bank or individual, show the "Grantor" in the same manner as described in the vesting in the Title Evidence. You should become familiar with your State code relating to deeds, real property, conveyances, acknowledgments, corporations, husband and wife, etc.

(6) A power of attorney is an authority by which one person, the principal, enables another person, attorney in fact, to act for them.

(a) General Power of attorney authorizes sale, mortgaging, etc. of all property for the principal. Your State code will apply, as this is invalid in some jurisdictions.

(b) Special Power of attorney specifies property, buyers, price and terms (*See Illustration 27*). Your State code will apply as the specifics vary from state to state.

b. The correct showing of the grantor is a required element to make a conveyance legal. As a general rule the grantor's name is taken from the title report and usually reads the same as on the title report. There are several exceptions that are frequently encountered that may require the title company to change the name in which they vest title. Following are examples of when the grantor block on the document may be different than the title policy:

(1) Change in name.

(a) A merged company or a corporation has filed a name change with the corporate commissioner.

(b) Marriage or divorce of individuals. In the event a person has changed their name by marriage or divorce, they could be identified as "**Mary A. Smith**, who took title as **Mary A. Jones**". Marital status is preferable in the deed. In some states, it is no longer required for the spouse of the vestee (the person who holds title) to be included as a grantor, nor is it required the marital status be shown. The best practice, however, is to have both husband and wife sign even though title is vested in only one of them and to show the marital status.

(2) Death of grantor. Title held by tenants by the entirety transfers automatically upon the death of one of the holders to the remaining holder. Recording a death certificate is all that is required to have the vesting changed by the title company. All other deaths of grantors would require compliance with State probate laws.

(3) A fiduciary arrangement. A clue to this situation is usually recited in the exceptions on the Schedule B of the Policy of Title Insurance.

(4) Bankruptcy. A Trustee Deed prepared by the Trustee of the Bankruptcy Court for the Debtors will be the document used to transfer title. (*See Chapter VII - Title Evidence/Clearance*).

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(5) A.K.A. (also known as). Usually a clue to these problems are found on the title policy exceptions. If the title evidence shows vesting in **J.A. Smith**, but his signature is **James A. Smith** and this is the manner he usually signs his name, then he would be shown in the deed as "**J.A. Smith, also known as James A. Smith.**"

c. Depending on individual State law, the wife may or may not be required to join as grantor on the document. The probate code must be understood as this rule relates to the dower or curtesy right of State law. It is generally good practice to have both husband and wife sign any property deed.

d. Homestead is generally the right of a surviving spouse in the property of the homestead. Homestead right requirements vary among the States. In Colorado if the property has been declared to be a homestead (as shown by a Certificate of Homestead or marginal note in the county records), then the wife must join in the conveyance. If there is no Certificate of Homestead or marginal entry on record, then the title holder of record is the only one that is required to execute the document. It is better practice, however, to have both husband and wife sign even though title is in the husband's name since the wife may have certain rights under common law. However, some married persons consider the husband's property the husband's, the wife's property the wife's, and to insist the other join when there is no legal requirement to do so may cause the grantor to refuse to sign. When the spouse is asked to sign and an objection is raised on the grounds they have no interest since title is vested in their spouses name only, prepare a Release of Interest. (*See Illustration 28*).

e. If the homestead, dower or curtesy rights exist, it is necessary that a spouse join in conveyance of real property even though only one of them held title. If the right of dower and curtesy is eliminated by State law, it is not necessary for the spouse to join in the conveyance when the title to the property is vested in one or the other.

f. Authorities relating to legal entities include:

- (1) The entity itself must be authorized in the designated manner,
- (2) The officer(s) or individual(s) must have authority to act for the entity.

4. The Grantee is always the United States of America and its assigns. In some agreements it may be the United States of America and its assigns, Department of the Interior, acting by and through its agency the Bureau of Land Management. Such language is found in the Department of Justice booklet "A Procedural Guide for the Acquisition of Real Property by Governmental Agencies." This booklet serves as a guide for all Federal agencies involved in the acquisition of lands or interests in lands.

5. Words of Conveyance include two important elements, the granting clause and a description of the property being conveyed.

a. Granting clause. Generally, the printed deed forms will adequately cover the rights being conveyed in the granting clause. There is an upper and lower portion of the granting clause. Extreme caution must be exercised in changing the wording in the printed forms. Only the Solicitor may approve changes. Deleting a word or a comma can change the entire context of the rights acquired by the United States.

The upper portion of the clause states the nature of the rights conveyed, i.e., "the right to locate, construct, use, control, maintain, improve, relocate, and repair a road." When describing the improvement (road, trail, fence), keep in mind the more general the wording, the less restrictive the rights. For example, using "a four-strand

barb wire livestock fence" may preclude installation of gates or an extra strand for severe topographical changes. A "fence" would be the best wording. A "livestock fence" second best.

The lower portion of the clause states the purpose for which the grant is made, i.e, ". . . . for the full use of the above described property as a road by the United States of America, its licensees and permittees, including the right of access for people of the United States generally to lands owned, administered or controlled by the United States of America"

b. Property description. The property description consists of two parts, first a description of the ownership of the land crossed and second, a description of the actual parcel being acquired. Except in the situation where the BLM is acquiring the entire ownership or encumbering the entire ownership, the descriptions are not the same. When the United States is acquiring a certain easement interest over a portion of the property, the portion is frequently a linear strip across the property.

(1) Guidelines for describing the property. The title report is the source of the legal description crossed by the acquired rights. Legal descriptions may have exceptions. Exceptions do not have to be listed (recited) if the acquired interests do not cross the legal description.

(a) For nonlinear easements.

BLM should not create a paper description. All legal descriptions should be based on a legal survey. If the interests to be acquired are to include all of the property shown on the title evidence, then that is used. If the interests to be acquired include only a portion of the property, two choices are available. The property to be acquired may be described by: reciting the entire description and less and except that portion not to be included within the property acquired, or by having a survey made and (permanent) monuments installed on the ground and use the new survey description to describe the boundaries of the property being acquired.

(b) For metes and bounds.

The description given by the title company should not be changed without the benefit of a legal survey. In the event the title description is erroneous and a legal survey of the property is accomplished, the old and new calls must be included in the acquisition. E.G., the old call is "Thence 50' North" and the survey determines that it is really "Thence 34' N02° 1'E." Then the description is "Thence 34' N02° 1'E" (Record Thence 50' North)."

(c) For linear easements.

Description as shown on title evidence is an aliquot part, lot or platted description.

The title report may recite several aliquot parts of ownership, but the BLM deed should cite only the aliquot part the easement crosses.

If there is a "less and except" to the aliquot part, the less and except description must be recited only if the linear easement crosses, originates, terminates, or includes portions of the land within the less and except

(d) General guidelines for writing legal descriptions.

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Ownership descriptions vary with each type of situation. The following guidelines, together with the illustrations at the end of this Chapter, should permit most descriptions to be written correctly. Whenever situations arise which are particularly complex or troublesome, it is advisable to clear the wording with the qualified staff. (*See Illustrations 1 & 2*).

Descriptions must describe the property being acquired and no other area. They should be restricted to the smallest aliquot part so as to not encumber the grantor's land unnecessarily.

The preferred order of writing the land description is to begin with the lowest numbered section in each township, giving first the lot numbers in numerical order, then the subdivisions counterclockwise within the section, and then within each quarter section the subdivisions beginning with the northeast. If several townships are included, the primary order is determined by the range number, beginning with the lowest.

Where townships north and south of the base line, or east and west of the referenced meridian, or both, are involved, the order of listing should follow the order given above, namely, first those north and east of initial point, followed by those north and west, south and west, and south and east in the order named. Subdivisions should be combined horizontally rather than vertically. In addition to Illustrations 4 through 9, 14 through 17, and 23 of this Chapter which show property descriptions, another reference which may be of aid is the booklet, "Specifications of Tracts of Land for Use in Executive Orders and Proclamations."

(2) Acres. Insert the amount of acres bounded by the limits of the acquisition. This information is important for the appraiser. Each acquisition deed is treated independently in computing the acres involved. For example, if a road easement and a pipeline easement are being acquired on the same property, the two easements cross, run parallel, or their boundaries overlap, the amount of "duplicate" acres would not be deducted from either acquisition. The interests being acquired by the pipeline easement are different than the interests being acquired by the road easement. The land within the easement boundaries of both are calculated. Likewise there could be two deeds for the same road easement which is split between two parties. Each party would grant a road easement over the same "acres" although it is an easement granting different interests. The words "more or less" are inserted after the acreage figure to protect the grantor.

c. Reference to Name of Agency. Must contain a reference to the name of the agency for which the lands are being acquired. This statement should follow the description of the land and in no instance should it be included in the granting, habendum or warranty provisions of the deed.

d. Special Provisions. During the course of acquiring lands or interests therein, it occasionally becomes necessary to recognize unusual situations by the addition of special provisions in the deed. Only provisions which affect the title such as disposal of timber, use of the acquired rights by the grantor, etc., should be entered on the deed form. Items such as fence or gate installation, dust abatement, etc., should be put in a Letter of Agreement with the grantor. (*See Chapter VI - Negotiations*). Provisions may arise from the following sources:

Provisions that restrict the rights acquired so as to mitigate the damage to the remainder estate, or

Provisions that restrict the rights acquired because of negotiations with the owner, usually to mitigate the damage, or

Provisions which clarify the rights granted to avoid confusion.

The Letter of Agreement, when it is offered as part of the agreed upon consideration for the acquisition, becomes valid once the deed is signed by the grantor. (See the discussion and sample stipulations in *Chapter VI - Negotiation*). Only stipulations found in *Chapter VI - Negotiation* may be used without prior approval by the Regional/Field Solicitor through the State Office Realty Specialist.

e. Expiration Date. Enter the expiration date, if not perpetual, in the TO HAVE AND TO HOLD. . . clause.

6. Date. The day, month, and year of the first signature on the deed should be used.

7. Signature Block normally includes the name of the grantor for signature exactly the same as shown in the granting clause and as found in the title evidence. It is a good idea to type the person's name under the line exactly as it appears in the title and obtain the signature in ink. Any variation in signature from this format will require corrective action in the grantor block. There are times when it becomes necessary to take a signature from a person who signs by a mark. It may be that a person is unable to write or has some physical handicap which makes it impossible to place a signature. (See *Illustration 29*).

8. Acceptance. The authorized officer (in accordance with the 1203 BLM Manual and Supplements on Delegation of Authority) signs the donation deed to indicate acceptance when all other items on the deed have been completed. The acceptance signature is optional on all other deeds.

9. Acknowledgment. State statutes require that documents be acknowledged or proved to be recorded in the county records.

a. Notary Public. The signatures of individuals on legal documents which require verification are usually acknowledged before a notary public. It is convenient if the BLM negotiator is a notary public. A notary public may perform as a notary anywhere within the State in which licensed. The venue, State and county, will be completed to show where the signature was taken. This expedites the acknowledgment of documents.

To avoid errors in transcribing the names of the individuals or other grantors, the name should be typed in the notary block identically with the title report unless there are exceptions. There are several uniform notary blocks that meet the requirements of the many States. (See *Illustration 30*).

(1) Notarized Document Sent by Mail. If any documents requiring a notary are signed and returned through the mail, the following items in the acknowledgment should be checked for accuracy as follows:

- (a) State (in which the signature is taken)
- (b) County (in which the signature is taken)
- (c) Dates
- (d) Names and titles
- (e) Signature of notary
- (f) Notary seal/stamp
- (g) Notary commission expiration date affixed
- (h) Residence of notary (if required)

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(2) Documents Notarized by Realty Specialist in Home State require the following:

- (a) Have grantor make the oath and provide necessary identification
- (b) Complete the notary block (see 9.a.(1) above for items to complete)
- (c) Have grantor sign the notary register, if appropriate.

(3) Documents Required to be Notarized Out-of-State by Realty Specialist:

(a) State Allowing Witness Acknowledgments:

- (i) Realty Specialist has grantor make the oath and identification.
- (ii) Realty Specialist returns to home State and executes the subscribing witness signature block before a notary.
- (iii) Notary completes the form.

(b) State Does Not Allow Witness Acknowledgments:

- (i) Explains to grantor that he/she must appear before a notary to sign the document.
- (ii) As soon as practical takes grantor to a notary or takes a notary to the grantor.
- (iii) Notary takes the acknowledgment and completes the notary form.
- (iv) Realty Specialist pays the notary and obtains reimbursement.
- (v) Realty Specialist checks the accuracy of the notary as in 9.a.(1) above.

b. Subscribing Witness. The signature of a Subscribing Witness is necessary when the negotiator is not a Notary or is negotiating in a State other than where commissioned. The signature of the Subscribing Witness must be acknowledged by a Notary Public.

c. Acknowledgments Other Than Individual. The notary procedure should verify the facts represented by agents signing for entities, such as the corporate officials certifying to the notary they are qualified to act for the corporation. The policy of title insurance form of title evidence insures against failures and deficiencies in the notary process. If the BLM negotiator is the notary taking a corporate acknowledgment, he/she MUST ask the corporate official under oath the question, "Are you the (state the title of the person) and do you have authority pursuant to the corporate (resolution, by-laws, court order, etc.) to execute this conveyance?" It is advisable to place a copy of the resolution, by-laws, court order, etc. in the official casefile verifying that the party has the authority to sign as the authorized agent.

d. Defective Acknowledgments. Listed below are a few examples of defects in acknowledgments that have been ruled improper by some courts. Even though the conveyance was admitted to be recorded, the recordation does not afford constructive notice of the existence and contents of the instrument to the third persons who do not have actual notice. These defects may or may not apply to each State; however, they do serve as a guide when preparing acknowledgments.

- (1) Failure to establish the jurisdiction of the acknowledgment official.
- (2) Failure to acknowledge an instrument required to be acknowledged for recordation.
- (3) An instrument acknowledged by less than all the persons required to acknowledge it.
- (4) Acknowledged before an official who does not have a valid notary public commission.
- (5) Failure to establish identity of party acknowledging execution of the instrument.

- (6) Instrument acknowledged before an officer who is a party to the instrument.
- (7) Failure to affix the official seal/stamp of the acknowledging officer to the acknowledgment.
- (8) Failure to include the place of residence of the notary in States which require it.

10. Warranty and Covenants. Warranty of title is not a substitute for a title search. Part of the purpose of the warranty is to assure the United States there are no matters outside the record and known to the grantor which would adversely affect the title being conveyed. On low value easements, grantors will occasionally refuse to warrant or defend the title. When this occurs, a letter from the grantor or an authorized officer of a company making a grant stating there are no unrecorded encumbrances to the title will normally be acceptable. The warranty clause may be deleted from a State, county, or city conveyance and in the case of certain trusts. There are also certain State statutes providing for special documents for certain legal entities within the State. For advice on individual cases, consult the State Office Realty Specialist.

The warranty clause and the covenant are not a substitute for the "inquiry" and "inspection" which is evidenced by the Certificate of Inspection and Possession to disclose any unrecorded encumbrances. (*See Chapter VII - Title Evidence/Clearance*).

Legal Description Review Request

United States Department of the Interior
Bureau of Land Management

LEGAL DESCRIPTION REVIEW REQUEST

Date:

To: Cadastral Survey Section (_____)
Attention: _____

From: (_____ Your Name _____), Realty Specialist
Land Tenure Team, Branch of Realty and Records Services (_____)

Subject: Legal Description Review for Acquisitions

Please review the legal description in the attached conveyance document for the case identified below, complete the attached interoffice memo, and return them to me for filing in the official case file.

<i>Serial No.:</i>	<i>District:</i>	<i>Type of Case:</i>
--------------------	------------------	----------------------

5 Attachments:

- 1 - Conveyance Document
- 2 - Plat
- 3 - Vesting Deed
- 4 - Title Policy
- 5 - Interoffice Memorandum

H-2100-1 - ACQUISITION
Chapter V - Document Preparation

Illustration 2 (I.A.1.)

Legal Description Review Response

**United States Department of the Interior
Bureau of Land Management**

LEGAL DESCRIPTION REVIEW RESPONSE

Date:

To: Land Tenure Team, Branch of Realty and Records Services (____)
Attention: _____

From: Cadastral Survey Section (____)

Subject: Legal Description Review for Acquisitions

Serial No.:	District:	Type of Case:
--------------------	------------------	----------------------

At your request, the legal description as stated in the attached conveyance document for the above referenced acquisition has been reviewed. The following determination has been made:

(Check one!)

<input type="checkbox"/>	The legal description is acceptable as written and presented, and no potential problems were noted during the review.
<input type="checkbox"/>	The legal description has potential problems as noted below; however, the risk appears minor and the conveyance may proceed.
<input type="checkbox"/>	The legal description has potential problems and should not be used as written in the subject conveyance document. The following errors and/or concerns need to be corrected/addressed before this description may be used:

Comments/corrections required:

I certify that the parcel described on the attached conveyance document contains the following acreage:

_____ acres determined from GLO/BLM records.

_____ acres determined by survey by _____.

Reviewed by:

Name:	Title:	Date:

Attachment: Conveyance Document

This form is to be retained in the official case file.

Hazardous Materials Certification

OR 55548

Hazardous Materials Certification

I hereby certify that to the best of my knowledge, the property to be conveyed to the United States under that acquisition serialized as OR 55548 located in Lake County as described below is free of hazardous substances:

Township 34 South, Range 24 East of the Willamette Meridian, Oregon,
Section 36, Government Lots 1 and 2, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$.

Township 38 South, Range 26 East of the Willamette Meridian, Oregon,
Section 1, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 38 South, Range 27 East of the Willamette Meridian, Oregon,
Section 6, Government Lot 7, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$,
Section 7, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

For THE NATURE CONSERVANCY

Name

Title

Date

Warranty Deed

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. IDI-33274

WARRANTY DEED

For the true and actual consideration of \$ _____,

JERRY C. CARTER AND APRIL CARTER FAMILY LIMITED PARTNERSHIP,
an Idaho Limited Partnership, and

CARTER ENTERPRISE, INC., a General Partner

hereinafter called Grantor, whether one or more, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), the following described real property situated in the County of Fremont, State of Idaho, to wit:

All of that land lying North of the Henry's Fork of the Snake River as previously described as Instrument Number 430409 in the office of the Fremont County Clerk and Recorder, being portions of Government Lots 4 and 5, Section 11, Township 7 North, Range 40 East of the Boise Meridian, Fremont County, Idaho, and being more particularly described as follows:

Commencing at the SW corner of said Government Lot 4; thence N 00°22'07" W along the West line of said Lot 4 a distance of 497.36 feet to a point on the North bank of said Henry's Fork of the Snake River, said point being the Point of Beginning; thence continuing N 00°22'07" W along said West line of Lot 4 a distance of 579.96 feet; thence along the southerly boundary of Government Lot 13, as defined by the BLM Dependent Resurvey of 1970, for the following two courses:

- N 61°38'00" E a distance of 407.54 feet;
- S 89°29'00" E a distance of 1056.58 feet;

Thence along said North bank of Henry's Fork for the following five courses;

- S 35°12' W a distance of 335 feet;
- S 41°13' W a distance of 260 feet;
- S 66°02' W a distance of 585 feet;
- S 81°39' W a distance of 387 feet;
- S 89°52' W a distance of 129 feet, more or less, to the Point of Beginning

The parcel of land to which the above description applies contains 17.46 acres, more or less.

IDI-33274
Page 1 of 2

Warranty Deed - continued

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

TO HAVE AND TO HOLD unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that it will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this ____ day of _____, 20 __

JERRY C. CARTER AND APRIL CARTER FAMILY
Limited Partnership, an Idaho Limited Partnership

By _____
Jerry C. Carter

By _____
April Carter

CARTER ENTERPRISES, INC.

By _____
President

Attest _____
Secretary

(ACKNOWLEDGMENTS)

Warranty Deed with Life Reservation

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. CACA-33450

WARRANTY DEED

For the true and actual consideration of \$ _____,

APRIL CARTER, a widow

hereinafter called Grantor, whether one or more, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), the following described real property situated in the County of San Bernardino, State of California, to wit:

San Bernardino Meridian, California
T. 5 S., R. 10 E.,
Section 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$

The parcel of land to which the above description applies contains 40.00 acres, more or less.

RESERVATION

Being a portion of the above-described tract of land, which is subject to a life use reservation for the grantors only and being more particularly described as follows:

San Bernardino Meridian, California
T. 5 S., R. 10 E.,
Section 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

The parcel of land to which the above reservation description applies contains 2.50 acres, more or less.

A plat showing the real property described above is attached hereto as Exhibit A and made a part hereof.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

TO HAVE AND TO HOLD unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, and that it will defend the title to the property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all person subject, however, to a 2.50 acre life use reservation for April Carter, only.

CACA-33450
Page 1 of 2

Warranty Deed with Life Reservation - continued

Said reservation being subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of the public lands under and in compliance with the provisions of (*note special legislation*) and Section 3 of the Act of October 21, 1976 (*43 U.S.C. 1715*).

The life use reservation is herein reserved by the Grantor with the understanding that the Grantor shall insure the reserved premises against loss caused by fire, flood water, wind and vandalism and any policy so issued shall name as insured both the Grantor and the United States of America as to their interest at the time of the loss insured against.

Dated this _____ day of _____, 20__

April Carter

(ACKNOWLEDGMENT)

Special Warranty Deed

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. COCO 55984

SPECIAL WARRANTY DEED

For the true and actual consideration of \$ _____, receipt of which is hereby acknowledged,

THE AUGUSTINE J. & MARGARET DEHERRERA FAMILY TRUST,
A. J. DeHerrera and M. Margaret DeHerrera, husband and wife, as Co-Trustees and
Pete L. DeHerrera and Maria C. DeHerrera, husband and wife,

hereinafter called Grantor, whether one or more, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (90 Stat. 2755; 43 U.S.C. 1715), the following described real property situated in the County of Conejos, State of Colorado, to wit:

An undivided one-fourth interest, being 6.89 cubic feet of water per second of time of the Lovato Irrigating Ditch, being Ditch No. 31, Priority No. 33, as of June 14, 1867 for 27.58 cubic feet of water per second of time from the San Antonio River.

The water interests herein conveyed are a portion of the water interests acquired by the Grantor under various conveyances including but not limited to the following:

Water Right Decree for State of Colorado to Abram Lovato, recorded October 22, 1883, in Book A, Pages 291-367, District Court In And For The County of Conejos.

Decree of Heirship from Abram Lovato to Rebecca Lovato DeHerrera, recorded February 26, 1912, in Book 84, Page 327, Conejos County records.

Warranty Deed from Rebecca Lovato DeHerrera to Pete L. DeHerrera recorded January 31, 1956, in Book 198, Page 105, Conejos County records.

Warranty Deed from Abram A. DeHerrera et. al., to Pete L. DeHerrera, recorded September 28, 1965, in Book 225, Pages 437-441, Conejos County records.

Warranty Deed from Augustine J. DeHerrera to Pete L DeHerrera et. al., recorded December 11, 1973, in Book 260, Page 432, Conejos County records.

Warranty Deed from Pete L, DeHerrera to Augustine J. DeHerrera, recorded August 17, 1987, in Book 333, Page 486, Conejos County records.

COC-55984
Page 1 of 2

Special Warranty Deed - continued

Quit Claim Deed from Augustine J. DeHerrera to The Augustine J. and Margaret DeHerrera Family Trust, recorded March 15, 1993, in Book 352, Page 460, Conejos County records.

Excepting that portion of said water right, which was conveyed by Warranty Deed recorded February 24, 1988, in Book 335, Page 810, Conejos County records and also EXCEPT that portion of said water right, which was conveyed by Warranty Deed recorded July 10, 1992 in book 349, Page 780, Conejos County records, and RESERVING to the Grantor two-acre foot of said water right.

The purpose of this conveyance is to transfer from the Grantor to the Grantee undivided one-fourth interest, 6.89 cubic feet per second of water, of the Lovato Irrigating Ditch, diverted and applied South of the Taos Valley Ditch No. 3, as described in Stipulation in Case No. W-3542, District Court, Water Division 3, State of Colorado.

The acquiring agency is the Bureau of Land Management, United States Department of the Interior.

TO HAVE AND TO HOLD unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants and they are lawfully seized and possessed of the real property aforesaid and have the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, and that they will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of any person whomsoever claims the same or any part thereof by, through or under Grantor, but not otherwise.

Dated this ____ day of _____, 20__

Pete L. DeHerrera

Maria C. DeHerrera

A. J. DeHerrera

M. Margaret DeHerrera

(ACKNOWLEDGMENTS)

Bargain and Sale Deed

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. OROR 34567

BARGAIN AND SALE DEED

THE ROBERT DOLLAR CO., a corporation, successor in interest to Ingham Timber Company, Grantor, in consideration of _____ dollars (\$ _____) to it paid by the UNITED STATES OF AMERICA, grantee does hereby grant, bargain, sell, and convey unto the said grantee and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), all its right, title, and interest in the following real property, with the tenements, hereditaments, and appurtenances, situate in the County of Josephine, State of Oregon, bounded and described as follows, to wit:

A perpetual right-of-way and easement for a logging-truck road and for ingress and egress and the transportation of timber and timber products over and across the following described real property situated in the County of Josephine, State of Oregon, to wit:

That real property designated as Lots 3 and 4 and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 10, Township 34 South, Range 5 West, Willamette Meridian, Josephine County, Oregon.

The easement described herein contains 5.00 acres, more or less.

The above indicated rights were obtained by that certain instrument executed by Epsie L. Spalding and Eldon Spalding, wife and husband, on April 19, 1941, and recorded in Volume 94, Page 206, Deed Records of Josephine County, Oregon, on July 19, 1941.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its corporate name with its corporate seal affixed by its _____ President _____ and _____ Secretary _____ this _____ day of _____, 20__.

THE ROBERT DOLLAR CO., a Corporation

President

Secretary

OROR-34567

Page 1 of 2

Acknowledgment on Page 2

Quitclaim Deed

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. IDI-32289

QUITCLAIM DEED

For the true and actual consideration of \$ _____,

KNOW ALL MEN BY THESE PRESENTS, that the DON C. RIGBY FAMILY PARTNERSHIP, Grantor, does hereby remise, release, and forever Quitclaim unto the UNITED STATES OF AMERICA and its assigns, Department of the Interior, acting by and through its agency the Bureau of Land Management, Grantee, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (90 Stat. 2755; 43 U.S.C. 1715), all right, title, and interest the Grantor may have by reason of the Quitclaim Deed, dated December 18, 1985, and recorded January 2, 1985, Reception No. 1260703, Official Records of Caribou County, Idaho, in and to the following described OIL, GAS, MINERAL AND GEOTHERMAL RIGHTS in and to the following property, to wit:

T. 8 S., R. 40 E., Boise Meridian

Section 25: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 36: N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$

T. 8 S., R. 41 E., Boise Meridian

Section 29: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 30: Lots 2, 3, and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 31: Lot 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 32: SW $\frac{1}{4}$ SW $\frac{1}{4}$

T. 9 S., R. 40 E., Boise Meridian

Section 1 Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, ALSO, Beginning at the Center of Quarter corner of said Section 1, running thence West 781 feet, more or less; thence South 43°30' East 1698 feet; thence South 39°15' East 1592 feet; thence south 15° East 181 feet, more or less, to the South line of said Section 1; thence East on the South line of said Section 1, 1199 feet, more or less, to the Southeast corner of said Section 1; thence North 45° West 3733 feet, more or less, to the point of beginning

T. 9 S., R. 41 E., Boise Meridian

Section 6: SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

IDI-32289

Page 1 of 2 pages

Quitclaim Deed (continued)

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Don C. Rigby Family Partnership has executed this document as of this _____ day of _____, 20____.

DON C. RIGBY FAMILY PARTNERSHIP

Don C. Rigby, General Partner

Virginia Rigby, General partner

Christine R. Arrington, General Partner

Eric D. Rigby, General Partner

Suzanne Rigby, General Partner

(ACKNOWLEDGMENT)

Warranty Deed - Donation

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. IDI-29187

WARRANTY DEED

For and in consideration as a donation,

STATE of IDAHO for the use and benefit of its Fish and Game Department

hereinafter called Grantor, whether one or more, does hereby grant and convey to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 307 of the Federal Land Policy and Management Act of 1976 as amended (*43 U.S.C. 1737*), all that real property situated in Custer County, State of Idaho, to wit:

Lot 2 of Section 3, Township 15 North, Range 20 East, Boise Meridian, Custer County, Idaho.

The parcel of land to which the above description applies contains 19.60 acres, more or less.

The acquiring agency is the Bureau of Land Management, United States Department of the Interior.

TO HAVE AND TO HOLD the same unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that it is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance and that said land is free and clear of liens, claims or encumbrances, except as shown above, and that it will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Accepted subject to approval of title
by the Department of Justice.

Dated this day of , 20 .

(Signature of Authorized Officer)

Idaho Department of Fish and Game

(Date)

Jerry M. Conley, Director

IDI-29187
Page 1 of 2
Acknowledgment on Page 2

Exclusive Recreation Facility Easement (Donation)

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. IDI-29187

EXCLUSIVE RECREATION FACILITY EASEMENT

For and in consideration as a donation,

STATE of IDAHO for the use and benefit of its Fish and Game Department

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 307 of the Federal Land Policy and Management Act of 1976 as amended (*43 U.S.C. 1737*), a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a recreation facility including all improvements pertinent thereto over and across the following described real property situated in the County of Custer, State of Idaho, to wit:

Lot 2 of Section 3, Township 15 North, Range 20 East, Boise Meridian, Custer County, Idaho.

The parcel of land to which the above description applies contains 19.60 acres, more or less.

The acquiring agency is the Bureau of Land Management, United States Department of the Interior.

The easement herein granted is for the full use as a recreation facility by the UNITED STATES OF AMERICA, its licensees and permittees, including the right of use by the people of the United States generally for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior. Grantor reserves the right of ingress and egress over and across the subject property for all lawful purposes: Provided, that such use shall not interfere with the easement granted herein.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

IDI-29187
Page 1 of 2 pages

Exclusive Recreation Facility Easement (Donation) - continued

Grantor covenants and warrants that it is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance and that said land is free and clear of liens, claims or encumbrances, except as shown above, and that it will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Accepted subject to approval of title
by the Department of Justice.

Dated this ____ day of _____, 20__.

(Signature of Authorized Officer)

Idaho Department of Fish and Game

(Date)

Jerry M. Conley, Director

(ACKNOWLEDGMENT)

Statement of Ownership and Waiver of Consideration and Appraisal

STATEMENT OF OWNERSHIP
and
WAIVER OF CONSIDERATION AND APPRAISAL

Serial No. _____

I, _____, do hereby certify the following:

1. I am the record owner of the lands offered as a gift to the United States of America, said lands being more particularly described as the following:

2. I hereby acknowledge that I am aware of Public Law 91-646, entitled the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", and a representative of the Bureau of Land Management has discussed the regulations, *49 CFR Part 24*, implementing this Act with me. Furthermore, I, at my own volition, decline consideration, will not demand, and hereby waive and relinquish any and all right of consideration authorized to be paid to me pursuant to this Act for the grant of said land. I offer said land to the United States as a gift.

3. I hereby release the Bureau of Land Management from the obligation of appraising the above described property, as provided for in *49 CFR 24.102(c)(2)*.

Signature

Date

Conservation Easement - Example 1

RECORDING REQUESTED; WHEN RECORDED

MAIL TO:

USDI, Bureau of Land Management
Eugene District Wetlands Office
751 South Danebo, Eugene, OR 97402

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
EUGENE DISTRICT

CONSERVATION EASEMENT

This Conservation Easement is made this _____ day of _____, 20____, between GARY R. KENNEDY AND CATHY L. KENNEDY, husband and wife, hereinafter referred to as Grantor, and the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as Grantee,

WHEREAS, Grantee acting through the Secretary of the Interior and the Bureau of Land Management pursuant to the authorities promulgated in the Federal Land Policy and Management Act of 1976, (43 U.S.C. 1701 et seq.) and regulations issued thereunder, desires to purchase certain interest in lands within the West Eugene Wetlands project area pursuant to the authority of Section 205 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1715); and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Lane County, Oregon, more particularly described in Exhibit A, attached hereto and incorporated by this reference (the "Property") containing 8.77 acres, more or less; and

WHEREAS, Congress has directed acquisition of lands or interest therein for the West Eugene Wetlands Project through specific appropriation of Land and Water Conservation Funds; and

WHEREAS, the easement interest rights in the following described lands are being acquired for administration by the Secretary of the Interior (Secretary) through the Bureau of Land Management, and the use, occupation and operation of the reservations retained herein shall be consistent with the West Eugene Wetlands Plan which was officially adopted as a Land Use Plan on March 23, 1993; and

WHEREAS, the specific conservation values of the Property possess natural, open space, wetland, and recreational values (collectively, "conservation values") of great importance to the people of the City of Eugene, Lane County, State of Oregon, and the United States; and

WHEREAS, in particular, the real property rights granted by this conservation easement shall not be interpreted to preclude or limit the implementation or maintenance of the Army Corps of Engineers Section 1135 Amazon Creek Wetlands Restoration Project as described in the "Project Modification Report Supplement and Revised Environmental Assessment," dated June 1997 and revised January 1998, (Corps 1135 Project), on file at the offices of the City of Eugene and at the Army Corps of Engineers, Portland District; and

OR 54855
Page 1 of 5

Conservation Easement - continued

WHEREAS, the specific conservation values of the Property are described in the Corps 1135 Project documents and incorporated by this reference ("Baseline Documentation"), which consist of reports, maps, photographs, and other documentation which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

NOW THEREFORE, for and in consideration of ONE HUNDRED EIGHTY TWO THOUSAND AND 00/100 DOLLARS (\$182,000.00), the Grantor hereby grants to the UNITED STATES OF AMERICA, Grantee, a perpetual conservation easement for the maintenance and use of the Property for the management of natural, open space, wetland, and recreational values on the terms and conditions stated herein ("Easement"). There is included in this Conservation Easement a right of access by designated representatives of the Bureau of Land Management over any and all Easement lands as reasonably necessary for the limited purposes of entering the Easement lands to verify compliance by the Grantor with the terms and conditions of the Easement and exercising Grantee's rights under the Easement.

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in an open and undeveloped condition, being consistent with the West Eugene Wetlands Plan and the Corps 1135 Project, and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving natural, open space, wetland, and recreational values, as are consistent with the purpose of this Easement.
2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - (a) To preserve and protect the conservation values of the Property;
 - (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
 - (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 5.
3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement, the West Eugene Wetlands Plan, or the Corps 1135 Project is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - (a) The legal or *de facto* subdivision of the Property for any purpose, except as may be required by law for the uses permitted in paragraph 4; and
 - (b) Any residential, commercial or industrial use, including agricultural use, of or activity on the Property other than those permitted under paragraph 4; and

Conservation Easement - continued

- (c) The placement, construction, or use of any buildings, structures, or other improvements of any kind, (including, without limitation, fences, roads, and parking lots) other than the following:
- (1) Those buildings, structures or other improvements pertinent to the implementation and maintenance of the Corps 1135 Project, such as a project office or facility for West Eugene Wetlands Partnership activities, to protect the conservation values defined in the Easement, or to provide for or to enhance public recreational and educational use of the Property, being consistent with the West Eugene Wetlands Plan; and
- (d) The dumping or other disposal of wastes, refuse, and debris on the Property.
4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, (1) all rights accruing from their ownership of the Property, including the right to engage in or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, and (2) to use the Property for seasonal grazing and or cutting of hay in such a way that would be consistent with meeting the objectives of the Easement.
 5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured.
 6. Access. Right of access by the general public to any portion of the Property is conveyed by this Easement, subject to Supplementary Rules of Conduct for recreational use and visitor conduct established pursuant to 43 CFR 8365.1-6.
 7. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement.

TO HAVE AND TO HOLD the easement hereby granted unto Grantee and its assigns forever. This grant shall be binding upon the heirs, successors and assigns of Grantor and shall run with the land and shall constitute a servitude upon the above described land.

Nothing herein contained shall obligate the United States of America beyond the extent of available authorized appropriations or contrary to the rules, regulations, and laws applicable to the government.

This grant of easement is subject to easement restrictions and encumbrances of record. All rights on the subject Easement Property not expressly granted to the United States of America are reserved to the Grantor and Grantor's heirs, successors, and assigns.

Grantor covenants and warrants that Grantor is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, except as shown above, and that Grantor will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Conservation Easement - continued

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand on the day and year first above written.

Dated this ___ day of _____ 20__.

Gary R. Kennedy

Cathy L. Kennedy

ACKNOWLEDGMENT

STATE OF }
 } ss
COUNTY OF }

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY R. KENNEDY AND CATHY L. KENNEDY, husband and wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that he (she) executed the same.

Notary Public for the State of Oregon
My Commission expires: _____

Conservation Easement - continued

Exhibit A - Legal Description

A parcel of land situated in N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 29, Township 17 South, Range 4 West, Willamette Meridian, more particularly described as follows:

The North half of the South half of the Southwest quarter of the Northwest quarter of Section 29, in Township 17 South, Range 4 West, of the Willamette Meridian, in Lane County, Oregon;

EXCEPT THEREFROM: That tract conveyed to the City of Eugene by deed recorded February 19, 1952, Reception No. 67802, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPT: The West 30.0 feet thereof, in Lane County, Oregon.

This parcel of land contains 8.77 acres, more or less.

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Conservation Easement - Example 2

DEED OF CONSERVATION EASEMENT

(1)

IDI-32167

Three Island Crossing

THIS GRANT DEED OF CONSERVATION EASEMENT is made this ___ day of _____, 20___, by and between the Rockin S Ranch, Inc., whose address is P. O. Box 938, Glenns Ferry, Idaho, 83623, (hereinafter referred to as the "Grantor"), (2) in favor of THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, having an address at 1815 North Lynn Street, Arlington, Virginia, 22209 (hereinafter referred to as the "Grantee").

I. RECITALS

- A. The Grantor is the fee simple owner of the real property (hereinafter called the "Property") in Elmore County, Idaho, as shown and described on Exhibit "A," Exhibit "A-1" and Exhibit "B " which are attached to this deed and incorporated by this reference. (3)
- B. The Grantee is a tax-exempt nonprofit organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and has recognized that the Property is worthy of perpetual conservation and has sought to acquire certain rights to the Property by voluntary, cooperative means and to create a conservation easement pursuant to Title 55, Chapter 2101 et seq., Idaho Code.
- C. The Property contains substantial historical, archeological, natural, and open space values and attributes (hereinafter called "conservation values") of great importance to the Grantor, the Grantee, and the people of Idaho, and their protection will yield a significant public benefit; therefore, this Conservation Easement is created for the purpose of protecting the conservation values of the Property. (4)
- D. The Property supports significant remnants of the historical Oregon Trail, which are valuable to the people of Idaho and the nation.
- E. The Property supports a diversity of open-space features, which will provide panoramic views from Three Island Crossing State Park, directly across the Snake River.
- F. The Property supports significant wildlife species which are valuable to the people of Idaho and the nation.
- G. Some portions of the Property have been historically farmed and grazed, and Grantor desires that these land uses continue in a limited manner, which is consistent with preserving and protecting the conservation values.
- H. Grantor desires that the conservation values of the Property be preserved and protected forever.
- I. Grantor intends to convey to the Grantee the right to preserve and protect the conservation values of the Property in perpetuity.
- J. The Grantee has agreed to accept this grant of certain interests in the Property upon the condition and understanding that the intentions of the Grantor regarding the future uses and preservation of the Property as expressed in this document shall be forever honored and defended.

Conservation Easement - continued

II. CONVEYANCE AND CONSIDERATION

A. For and in consideration of the sum of \$ _____ received, the Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the character set forth in this Deed of Conservation Easement.

B. Grantor expressly intends that the Conservation Easement runs with the land and that the Conservation Easement shall be binding upon Grantor's representatives, heirs, successors, and assigns.

III. PURPOSE

It is the purpose of this Conservation Easement to preserve and protect in perpetuity the natural, archeological, historical, scenic, and open-space features and values of the Property. Grantor intends that this easement will confine use of the Property to natural, agricultural, limited recreational, and such other uses as are specifically provided for herein, consistent with the purpose of this Conservation Easement. Grantor intends to prevent any use of the Property that would significantly impair or interfere with the conservation values of the Property.

IV. RIGHTS CONVEYED TO GRANTEE (5)

The affirmative rights conveyed to the Grantee by this Conservation Easement are:

A. To identify, preserve, and protect in perpetuity the conservation values of the Property, particularly the natural, historical, archeological, and the scenic viewshed from the Three Island Crossing State Park, and the riparian and wetland habitats along the Snake River.

B. To enter the Property by way of a 50' wide nonexclusive road easement to use, maintain, improve, and repair an existing road described and shown on Exhibit D to conduct natural, historical, and archeological investigations on the Property, and to provide administrative access to adjacent State Park and public land. This easement does not include the right of access by the general public.

C. To enter the Property, by aircraft, watercraft and vehicles via existing roads and trails, to undertake any emergency action if, in its sole judgment, such entry and action is necessary to prevent damage to or the destruction of the conservation values protected by this easement, on the Property. In that event, such entry and action by Grantee shall be documented after the fact by delivery to Grantor within fourteen (14) days of the incident by Grantee's written report of the emergency provoking such visit to the Property and the results of such visit.

D. To enter the Property to inspect for compliance with and enforcement of the terms of this Conservation Easement. For each such inspection, Grantee shall give at least five (5) days notice to Grantor; provided, however, that the Grantee is specifically authorized to come onto the Property for the purpose of inspection, abatement of nuisances and enforcement of this Conservation Easement in the event the Grantee has reasonable cause to believe that a violation hereunder has occurred. In that event, such entry by Grantee shall be documented after the fact by delivery to Grantor within fourteen (14) days of the incident by Grantee's written report of the cause provoking such visit to the Property and the results of such visit.

Conservation Easement - continued

E. To enjoin any activity on or any use of the Property that is inconsistent with the Conservation Easement and to enforce the restoration of such areas or features of the Property as may be damaged by such activities.

F. To use motorized vehicles on all roads on the Property to access the Property and adjacent State Park and public land pursuant to the rights of entry granted under this easement; provided, however, that the Grantee does not unreasonably interfere with the Grantor's use of the Property.

G. To perform restoration, rehabilitation, or improvement work on the Property deemed necessary to protect, restore, or enhance the conservation values of the Property safeguarded by this easement, at Grantee's own cost and subject to the express written consent thereof by Grantor if the work is to be conducted on the cultivated portion or within the equipment storage area of the Property. Work on the cultivated portion of the Property that disrupts or otherwise adversely affects agricultural use will be subject to a written agreement.

H. To conduct natural, cultural and archeological investigations from time to time on the Property at Grantee's own cost, subject to the express written consent thereof by Grantor if the work is to be conducted on the cultivated portion or within the equipment storage area of the Property. Investigations on the cultivated portion of the property that disrupt or otherwise adversely affect agricultural use will be subject to a written agreement.

I. To take all measures necessary to prevent and suppress wildfires on the Property and from burning the adjacent State Park or public land.

Whenever consent or approval of the Grantor is required in this section, said consent or approval shall not be unreasonably withheld by the Grantor.

V. GRANTOR'S PERMITTED USES (6)

Grantor reserves for itself and its personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property, including the right to engage or permit or invite others to engage in all uses and activities on the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement and will not result in significant injury to or destruction of the conservation values. Grantor specifically retains all existing rights, title, and interests in and to all tributary and non-tributary water, water rights, mineral rights, oil and gas rights, and related interests in, on, under, or appurtenant to the Property but Grantor acknowledges that, these rights are subject to the provisions of this Conservation Easement.

Without limiting the generality of the permitted uses and activities, the following uses and activities are expressly permitted:

A. To farm and ranch and conduct activities incidental thereto in a manner consistent with sound agricultural and ranching practices as set forth in the United States Department of Agriculture, Natural Resource Conservation Service's Field Office, Technical Guide for Elmore County, providing, however,

A1. There will be no farming or grazing of livestock within Snake River Corridor Natural Area (hereafter referred to as the "Natural Area"), a narrow strip of land that follows and parallels the Snake River as shown and described on Exhibit B.

Conservation Easement - continued

A2. The farming and grazing of livestock exclusive of the Natural Area is to be carried out in a manner that does not, directly or indirectly, result in erosion or run off that violates Idaho's Water Quality Standards and Waste Water Treatment Requirements (IDAPA 16, Title 1, Chapter 2).

B. To lawfully use agricultural chemicals, including, but not limited to, fertilizer, herbicides, and biocides, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish agricultural, ranching, and wildlife habitat management purposes, provided that the use of such chemicals shall in all cases be in compliance with the local, state, and federal regulations, standards, and guidelines and conducted in such a manner as to minimize adverse effects upon the underlying natural habitat values, natural functions of wetlands, and surface and subsurface water resources of the Property.

B1. Grantor agrees to follow label guidelines to the fullest extent when applying agricultural chemicals.

C. To construct, reconstruct, maintain, and repair fences as may be necessary or appropriate within the intent of this Conservation Easement; provided, however, new or reconstructed barbed wire fences shall have wire spacing as shown in Exhibit E to minimize the hazard to wildlife, and new fences will be subject to the express written consent thereof by Grantee.

D. To develop, relocate, improve, maintain, repair, and reconstruct irrigation facilities, including river pumping facilities, ditches, gated pipe, wheel-lines, and buried irrigation lines; provided, however, the development of new or the relocation of existing river pumping facilities is subject to written approval by the Grantee and shall be in accordance with other applicable federal and state laws and regulations; and, when the buried irrigation line paralleling the east end of the Natural Area is relocated or reconstructed, it will be moved sufficiently away from the Natural Area to provide for vehicle servicing travel outside of the Natural Area. For the purposes of this provision, relocation or reconstruction of the buried irrigation adjacent to the Natural Area is defined as involving at least 300 feet of the line.

E. To remove trees, shrubs, grasses, and other vegetation from those uncultivated portions of the Property, with prior written consent of the Grantee, and only if the removal constitutes an action that is compatible with the purpose of this Conservation Easement or is required for health or safety reasons.

E1. Actions which are not compatible with the purpose of this Conservation Easement, unless specifically permitted by the prior written consent of the Grantee, include, but are not limited to, major land altering activities such as: removal of trees along the Snake River and Deadman Creek, wide-scale removal of vegetation or topsoil, grading outside of existing roadways, and similar activities.

F. To conduct eradication, abatement, and control of noxious weeds, non native vegetation, and unprotected and depredating wildlife that damage crops, cropland, livestock, and native vegetation within existing governmental laws and regulations.

G. To use the Property for walking, hiking, horseback riding, fishing, hunting, and other low intensity recreational uses consistent with the purpose of this Conservation Easement.

G1. Grantor is encouraged to permit access to the Property by the general public for the uses described in "G." However, Grantor retains the right to permit or deny such access.

Conservation Easement - continued

H. To remove small quantities of sand and gravel from the existing pit for only private ranch use, as described and shown on Exhibit C.

I. To develop up to two boat ramps within the western section of the Natural Area; provided, however, their location is subject to prior written consent of the Grantee.

J. To construct, reconstruct, maintain, improve, and repair or eliminate existing roads and trails; provided, however, that the construction, relocation, or elimination of roads is subject to prior written approval by the Grantee.

K. To construct, reconstruct, relocate, maintain, improve and repair livestock watering facilities on the Property; provided, however, water access to the Snake River across the Natural Area is limited to two locations, one in the western section and one in the eastern section of the Natural Area, with the relocations subject to prior written consent of the Grantee. The current approved locations for these water access sites are shown on Exhibit B.

L. To conduct land management related fires on the cultivated portions of the Property, within existing governmental laws and regulations; provided, however, that every precaution is taken to avoid burning the Natural Area, the trees along Deadman Creek, and the adjacent State Park and public land.

M. To use motorized vehicles on the Property for management related purposes; provided however, that the use of motor vehicles within the Natural Area is limited to specific efforts to improve habitat and environmental conditions and the servicing of livestock water access areas, boat ramps, and irrigation pumping facilities. Motor vehicle use may continue within those portions of the eastern section of the Natural Area where it is currently necessary to drive in the Natural Area to avoid irrigation heads and associated irrigation equipment until such time as those irrigation facilities are removed or relocated.

N. To store agricultural related equipment in the storage area described and shown on Exhibit Q; provided, however, the equipment storage area will be allowed only so long as the current Grantor or their immediate relatives own the Property.

O. To construct and maintain ponds and wetlands and other habitat improvement developments which are designed to enhance the wildlife values of the Property; provided, however, the construction of any habitat improvements involving excavation will require prior written consent from the Grantee and an on-site archeologist while the work is being conducted.

If, in the process of making use of the property, the Grantor uncovers or discovers a historical or archeological feature or artifact, the Grantee will be immediately notified and given the opportunity to salvage the discovery at the Grantee's own cost.

Whenever the consent or approval of the Grantee is required in this section, said consent or approval shall not be unreasonably withheld by the Grantee.

Conservation Easement - continued

VI. PROHIBITED USES (7)

Without limitation, except as provided for herein above, the following uses and activities on the Property, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the conservation purposes of the Easement, and are prohibited:

- A. The partition, division, subdivision, or defacto subdivision through sales, leases, or otherwise.
- B. Any commercial or industrial use of or activity on the Property, excepting those uses that relate to the ongoing approved farming and ranching activities and commodities raised or harvested on the Property, provided those uses do not materially or adversely affect the conversation values intended to be protected by this easement.
 - B1. Industrial and commercial uses include the establishment or maintenance of any commercial livestock feedlots and dairies. For the purposes of this easement, a "commercial feedlot" is defined as any permanently constructed open or enclosed area or facility within which the Property is not grazed or cropped annually, but which is used and maintained solely for the business purpose of feeding livestock for finishing. However, nothing in this section shall prohibit the feeding of livestock on the Property for the purpose of over-wintering the ranch herd.
- C. The construction or placement of any structures, billboards, buildings, cabins, garages, barns, sheds, power lines, transmission antennae/towers, camping accommodations, boat ramps, bridges, mobile homes, house trailers, permanent tent facilities, Quonset huts or similar structures.
- D. The filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting of minerals, oil, gas, coal, and other hydrocarbons, soils, sands, gravel, rocks or any other materials on or below the surface of the Property or other significant grading of the topography of the property.
- E. The dumping, storage, or other disposal of noncompostable refuse, trash, animal carcasses, or unsightly or toxic materials or agrochemicals, including installation of any underground tanks. Notwithstanding anything in this easement to the contrary, this prohibition does not make the Grantee an owner of the Property, nor does it permit the Grantee to control any use of the Property by the Grantor which may result in the storage, dumping, or disposal of hazardous or toxic materials; provided, however, that the Grantee may bring an action to protect the conservation values of the Property as described in this easement. (This prohibition does not impose liability on the Grantee, nor shall the Grantee be construed as having liability as a "responsible party" under CERCLA or similar federal or state statutes.)
- F. The storage or disposal of vehicles and equipment or other unsightly debris or solid waste.
- G. Manipulation or alteration, including the diminution, drainage, or rip-rapping of any natural water course, wetland, stream bank, riparian area, shoreline, or body of water on the Property is prohibited unless approved by the Grantee in writing for the enhancement of the conservation purposes of this easement.
- H. Manipulation or alteration of natural vegetation except as necessary for uses permitted in Section V. above.
- I. The introduction of exotic plant or animal species which threaten the conservation values of the easement.

Conservation Easement - continued

- J. The use of motorized vehicles except where appropriate to ranching or agricultural operations or to other activities specifically permitted by Section V. above.
- K. The construction of any road not permitted under Section V above.
- L. The collecting of any fees for hunting, fishing, or recreational use.
- M. The construction or installation of above ground water facilities (pumps, pipelines, ponds, ditches, and similar improvements), utility structures, communication devices, or aerial lines.
- N. All other uses which are inconsistent with the purpose of this Conservation Easement are prohibited.

VII. EASEMENT DOCUMENTATION

In order to establish the present condition of the conservation values and man-made features of the Property, so as to properly monitor future uses of the Property and assure compliance with the terms hereof, an inventory of the Property's relevant resources, features, and conditions has been prepared (the "Easement Documentation Report"). A copy of the Easement Documentation Report is on file with both Grantor and the Grantee and by this reference made a part hereof. The parties acknowledge that easement documentation is intended to establish the condition of the Property subject to the easement as of the date written above and that both Grantor and the Grantee have acknowledged in a signed statement, a copy of which is attached hereto as Exhibit F, that the Easement Documentation Report accurately represents the condition of the Property at the time of conveyance. In the event a controversy arises with respect to the nature and/or extent of the historical and/or present use of the Property or the physical condition of the Property as of the date of the signing of this Conservation Easement, the parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

VIII. PRIOR NOTICE AND APPROVAL

- A. Grantor expressly agrees to abide by the constraints of the Conservation Easement, and the Grantee agrees to recognize and abide by permitted uses. Grantor agrees to notify the Grantee in writing before exercising any right reserved by Grantor if the exercise of that right may adversely impact the conservation values associated with the Property. When notice is required for certain uses in Section V., the Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to begin the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of the Conservation Easement.
- B. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request for approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee acting in good faith that the action as proposed would be inconsistent with the purposes of this Conservation Easement. If, in the opinion of the Grantee, it is possible that the proposed activity can be modified to be consistent with this Conservation Easement, the Grantee shall inform the Grantor of the manner in which the proposed activity may thereafter be conducted.

Conservation Easement - continued

C. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by registered or certified mail, return receipt requested, addressed as follows:

To Grantor: Rockin S Ranch, Inc.
 P.O. Box 938
 Glens Ferry, ID 83623

To Grantee: The Nature Conservancy
 Idaho Field Office
 P.O. Box 165
 Sun Valley, ID 83353

IX. DISPUTE RESOLUTION

If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. In the event that the Grantee and the Grantor cannot resolve any dispute hereunder, Grantor shall have the right but not the obligation, to refer the dispute to mediation or arbitration under the rules of the American Arbitration Association by filing a request with the Association and with a notice sent to the Grantee. The matter shall be settled in accordance with any applicable mediation or arbitration statute and regulations then in effect, and an arbitration award may be entered in any court having jurisdiction thereof. Association procedures which cannot legally be controlling on the Grantee will not be binding.

X. GRANTEE'S REMEDIES

A. Notice of Failure. If the Grantee determines that the Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, the Grantee shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured.

B. Grantor's Failure to Respond. If Grantor:

1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee; or,
2. Under circumstances where the violation cannot reasonably be cured within the thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or to continue diligently to cure such violation until finally cured, Grantee may bring an action as provided in subsection C.

C. Grantee's Action. Grantee may bring action for injunctive or declaratory relief or damages in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

D. Immediate Action Required. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

Conservation Easement - continued

E. Nature of Remedy. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to all other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Enforcement of the terms of this Conservation Easement is at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this easement or of any of Grantee's rights under this Conservation Easement.

No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

G. The Grantor acknowledges that it has carefully reviewed this Conservation Easement. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to the Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

H. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

XI. COSTS, LIABILITIES, AND INDEMNIFICATION

A. No Actions. Grantor represents and warrants that to the best of Grantor's knowledge, there is no pending or threatened litigation affecting the Protected Property or any portion thereof which will materially impair the conservation values of the Protected Property or any portion thereof to the Grantee.

B. Incidents of Ownership. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership of the Property.

C. Indemnification: The Grantor hereby covenants and agrees to indemnify and hold harmless the Grantee from any and all claims, suits, demands, expenses, losses, liabilities, or damage related to ownership or use of the Property, including any liability based on contamination by Grantor of the Property by oil, hazardous materials, hazardous wastes, and hazardous substances. Provided however, such indemnification and obligation to hold harmless shall not extend to any claims, suits, demands, expenses, losses, liabilities or damages that may arise out of the sole negligence or intentional conduct of the Grantee, its agents, or employees.

XII. ASSIGNMENT OR SUBSEQUENT TRANSFER

The Grantee may assign the easement without obtaining Grantor's written consent.

The Grantor will notify the Grantee and the Idaho Department of Parks and Recreation prior to selling the Property. The Grantor will offer these two entities the first right of refusal on any sale of the Property, unless the sale is to an immediate relative.

XIII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, the Grantor and the Grantee or their assigns are free to jointly amend this Conservation Easement in writing provided that all parties agree to any such amendment.

XIV. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of Elmore County, Idaho, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

XV. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States where applicable, or the State of Idaho, especially *Idaho Code*, §§ 55-2101 to 55-2109.

B. Liberal Construction. This Conservation Easement shall be liberally construed in favor of effecting the purpose of this Conservation Easement and the policy and purpose of any applicable federal and state law. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, relating to the Conservation Easement, all of which are merged into this Conservation Easement.

D. Grantor - Grantee. The terms "Grantor and "Grantee" include respectively the above named Grantor, and its personal representatives, heirs, successors, and assigns, and the above named Grantee, its successors and assigns.

E. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

F. Attorney's Fees. Each party shall pay its own legal costs and attorney's fees, including those on appeal, incurred as a result of this Conservation Easement.

Conservation Easement - continued

XVII. SIGNATURE AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Conservation Easement Agreement as of the date first stated above.

GRANTOR

Rockin S Ranch, Inc.
P.O. Box 938
Glenn Ferry, ID 83623

GRANTEE

The Nature Conservancy
Idaho Field Office
P.O. Box 165
Sun Valley, ID 83353

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

(ACKNOWLEDGMENTS)

Conservation Easement - continued

INSTRUCTIONS

- (1) HEADING AND TRACT NUMBER - The example shows a Conservation Easement acquired by an NPO. When BLM acquires the Conservation Easement from the owner of record, the heading for the document is as follows:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEED OF PERPETUAL CONSERVATION EASEMENT

IDI-32167

- (2) GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located (*see III.D.3 of this Chapter*) and the authority with which BLM is acquiring the conservation easement must be cited (as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (*43 U.S.C. 1715; 90 Stat. 2755*)).
- (3) DESCRIPTION - Legal description of property is written out. A map may be attached by reference. Instructions for preparation of the plat and narrative description are found in *I.A. of this Chapter*. Immediately following the legal description the reference to the acquiring agency is noted (The acquiring agency is the United States Department of the Interior, Bureau of Land Management.).
- (4) PURPOSES - Other examples of purposes may read as follows:

1. The Grantor is the owner of certain land which is within the established boundary of the recreational river of the Rogue River component of the National Wild and Scenic River systems; and

The Grantee acting through the Secretary of the Interior in accordance with Public Law 90-542 (82 Stat. 906), as amended, desires to protect the scenic, recreational, geological, fish and wildlife, historical, cultural, and other similar values of the free flowing Rogue River and its immediate environment and to prevent any developments that will tend to mar or detract from these values.

2. It is contemplated by the parties hereto that the Property shall, subject to restrictions, be open to non-motorized public access by foot only and for other purposes set forth herein and,

The Grantee acting through the Secretary of the Interior and the Bureau of Land Management, in accordance with Idaho Code Section 55-2201, et seq., and pursuant to the Federal Land Policy and Management Act of 1976, being Public Law No. 94-579 (*43 U.S.C. 1701; 90 Stat. 2743-2794*) and regulations issued thereunder, desires to protect and maintain certain "Conservation Values" on the Property such as the enhancement and protection of habitat for peregrine falcons and the prey base for peregrine falcons and all other native fish and wildlife species, scenic, natural, recreational, cultural, unique natural spring creek ecosystem and high quality aquatic community of ecological, public and scientific value which said Property contributes to the (name of watershed) watershed and its immediate environment.

Conservation Easement Instructions - continued

(5) RIGHTS CONVEYED TO GRANTEE - In addition to rights established for the management and administration of conservation values some easements may include rights of public access. Following are some example phrases for inclusion in the Conservation Easement document. A centerline survey is recommended:

1. The general public is permitted motorized and non-motorized access on the roads depicted on Exhibit ____ and described in Exhibit _____. In the event that the public access roads become unserviceable, alternative routes being of the same quality or better will be provided upon acceptance by BLM. Public use and access to the remainder of the Property by any means and for any purpose will be by permission only, subject to Grantor's public use policy, as such policy may be modified from time to time and in cooperation with Grantee.

2. To maintain, repair, reconstruct or relocate the public access roads on the Property, as shown on Exhibit and as described on Exhibit _____, subject to the express written consent thereof by Grantor.

3. The Grantee is hereby granted the right to allow the public to enter upon the property described herein, and to use for purposes related to recreation consistent with the management and administrative practices of the United States on the adjacent public lands. Provided, however, that public access to the property described herein by motorized vehicles shall be prohibited.

(6) GRANTOR'S PERMITTED USES - Example of phrase for the Conservation Easement document:

The right to use the Property for recreation, commercial outfitting, dude ranching, game ranching, or leasing of hunting and fishing privileges subject to applicable state law and regulations.

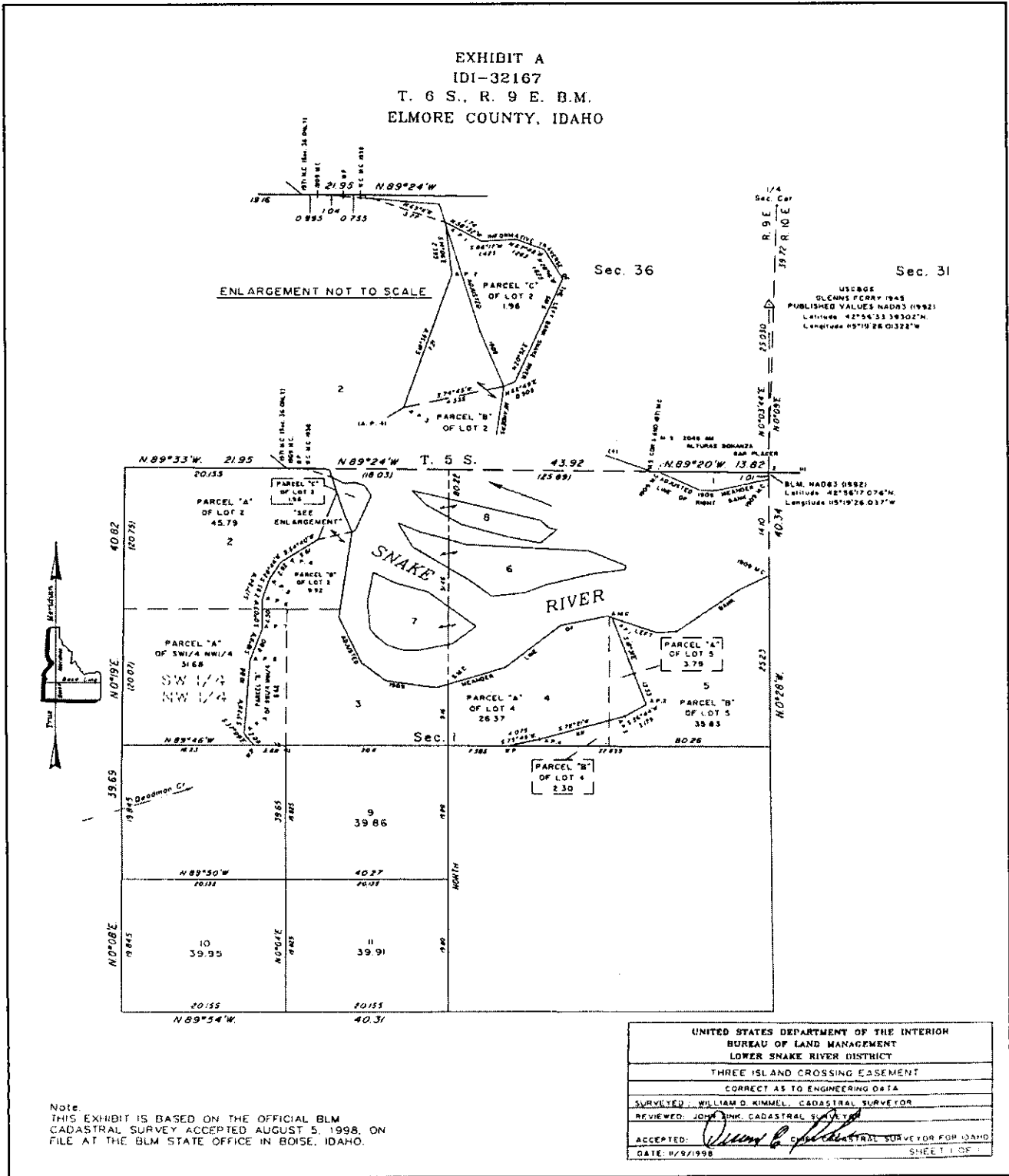
(7) PROHIBITED USES - Example of phrase for the Conservation Easement document:

Keeping of sheep, goats, and llamas unless conclusively demonstrated that there is no potentially adverse consequences to bighorn sheep and other native wildlife and prior approval is given by BLM.

NOTE: The example shows a Conservation Easement acquired by a nonprofit third party. When BLM is acquiring the proper warranty clause must be include prior to the signatures of the parties:

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that it will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

H-2100-1 - ACQUISITION
 Chapter V - Document Preparation
 Conservation Easement - continued



Conservation Easement - continued

EXHIBIT A-1

IDI-32167

DESCRIPTION OF PROPERTY

Township 5 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 35: A Portion of U.S. Government Lot 1 (as shown on and more particularly described on Exhibit "B")

Section 36: A Portion of U.S. Government Lot 5 (as shown on and more particularly described on Exhibit "B")

Township 6 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 1: A Portion of Parcel "A" of U.S. Government Lot 2 (as shown on and more particularly described on Exhibit "B")

Parcel "B" of U.S. Government Lot 2

Parcel "C" of U.S. Government Lot 2

U.S. Government Lot 3

Parcel "A" of U.S. Government Lot 4

Parcel "A" of U.S. Government Lot 5

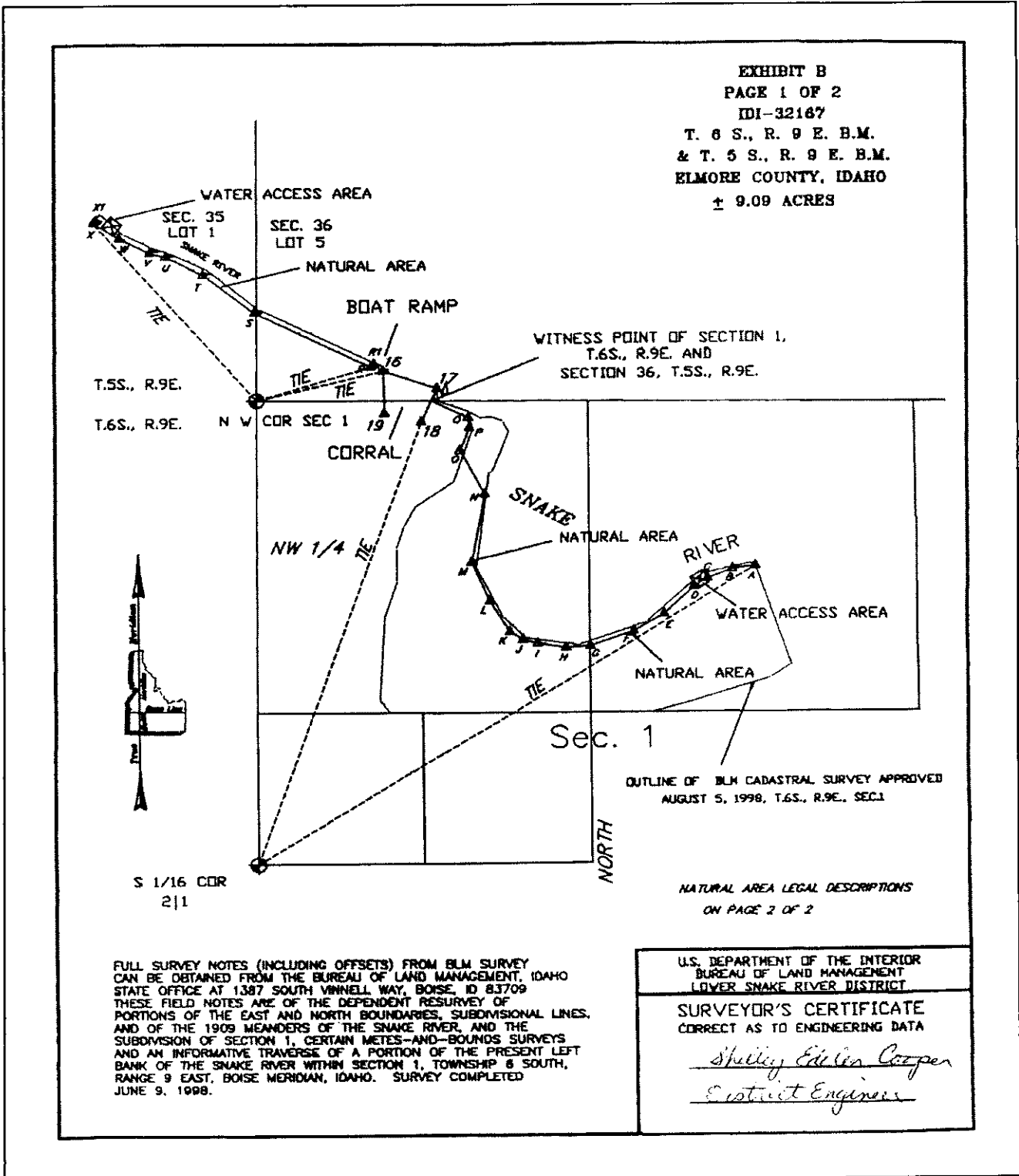
Parcel "B" of SW $\frac{1}{4}$ NW $\frac{1}{4}$

A portion of NW $\frac{1}{4}$ SW $\frac{1}{4}$ (a road easement as shown on and more particularly described on Exhibit D)

The parcel of land to which the above description applies contains 80.66 acres, more or less.

Based on the official BLM cadastral survey accepted August 5, 1998, on file at the BLM State Office in Boise, Idaho.

H-2100-1 - ACQUISITION
 Chapter V - Document Preparation
 Conservation Easement - continued



Conservation Easement - continued

EXHIBIT B
PAGE 2 OF 2
IDI-32167

T. 6 S., R. 9 E. B.M.
& T. 5 S., R. 9 E. B.M.
ELMORE COUNTY, IDAHO
± 9.09 ACRES

NATURAL AREA SURVEY

SEC. 1, T.6S., R.9E.
NE 1/4 SEC. 1, ± 1.30 ACRES
NW 1/4 SEC. 1, ± 4.79 ACRES

SEC. 35 & 36, T.5S., R.9E.
SEC. 35, ±1.85 ACRES; SEC. 36, ±1.15 ACRES

STATION	BEARING	DISTANCE
THE S 1/4 COR		
R/I		
A	N57°28'46"E	473.89'
B	S82°02'25"W	184.41'
C	S89°16'02"W	215.60'
D	S56°19'04"W	129.38'
E	S46°14'20"W	337.82'
F	S80°13'35"W	284.31'
G	S70°36'17"W	375.28'
H	S86°21'07"W	195.65'
I	N81°10'45"W	226.72'
J	N73°33'54"W	124.08'
K	N55°20'59"W	125.45'
L	N30°57'38"W	303.73'
M	N22°42'10"W	381.57'
N	N10°13'34"E	603.02'
O	N26°58'49"W	418.44'
P	N20°43'48"E	211.40'
Q	N5°47'52"W	83.38'
	N62°49'28"W	324.08'

WITNESS POINT OF SECTION 1,
T.6S., R.9E. AND
SECTION 36, T.5S., R.9E.

STATION	BEARING	DISTANCE
16	N88°23'25"W	101.20'
R	N83°18'27"W	1046.65'
S	N51°02'34"W	527.74'
T	N81°00'33"W	333.94'
U	N75°01'14"W	131.49'
V	N62°26'52"W	272.31'
W	N57°08'29"W	231.56'
X	S42°12'13"E	2017.37'

THE NW COR SEC 1

OFFSETS FROM STATE SURVEYED LINE

SEC. 35 & 36, T.5S., R.9E.

STATION	BEARING	DISTANCE
BEARING & DISTANCE OFFSETS FROM:		
R - R1	N52°10'00"E	34.33'
S - S1	N43°52'14"E	18.59'
T - T1	N26°13'42"E	13.34'
U - U1	N16°14'36"E	11.58'
V - V1	N44°38'58"E	28.31'
W - W1	N44°43'48"E	1.00'
X - X1	N47°04'01"W	30.71'

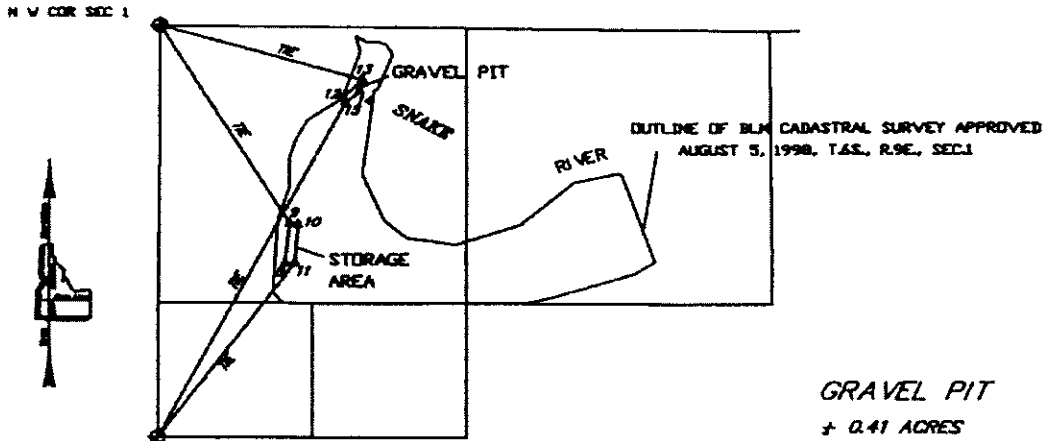
FULL SURVEY NOTES (INCLUDING OFFSETS) FROM BLM SURVEY CAN BE OBTAINED FROM THE BUREAU OF LAND MANAGEMENT, IDAHO STATE OFFICE AT 1387 SOUTH VINNELL WAY, BOISE, ID 83709 THESE FIELD NOTES ARE OF THE DEPENDENT RESURVEY OF PORTIONS OF THE EAST AND NORTH BOUNDARIES, SUBDIVISIONAL LINES, AND OF THE 1909 MEANDERS OF THE SNAKE RIVER, AND THE SUBDIVISION OF SECTION 1, CERTAIN METES-AND-BOUNDS SURVEYS AND AN INFORMATIVE TRAVERSE OF A PORTION OF THE PRESENT LEFT BANK OF THE SNAKE RIVER WITHIN SECTION 1, TOWNSHIP 6 SOUTH, RANGE 9 EAST, BOISE MERIDIAN, IDAHO. SURVEY COMPLETED JUNE 9, 1998.

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LOWER SNAKE RIVER DISTRICT

SURVEYOR'S CERTIFICATE
CORRECT AS TO ENGINEERING DATA

Shelley Edelman Cooper
District Engineer

EXHIBIT C
IDI-32167
T. 6 S., R. 9 E. B.M.
ELMORE COUNTY, IDAHO
TOTAL = +/- 1.07 ACRES



GRAVEL PIT
 ± 0.41 ACRES

STATION	BEARING	DISTANCE
12	N18°35'58"E	233.56'
13	N73°37'32"W	1712.27'
TIE NW COR SEC 1		
13	S26°58'49"E	169.09'
14	S48°36'18"W	165.76'
15	S26°19'34"W	3637.42'
TIE S 1/16 COR 211		
15	N34°36'21"W	47.30'
12		

EQUIPMENT STORAGE AREA
 ± 0.66 ACRES

STATION	BEARING	DISTANCE
8	N05°55'18"E	385.87'
9	N30°02'24"W	2229.38'
TIE NW COR SEC 1		
9	S84°58'41"E	69.59'
10	S04°00'11"W	375.91'
11	S34°49'00"W	2061.57'
TIE S 1/16 COR 211		
11	S88°08'24"W	82.94'
8		

U.S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 LOWER SNAKE RIVER DISTRICT

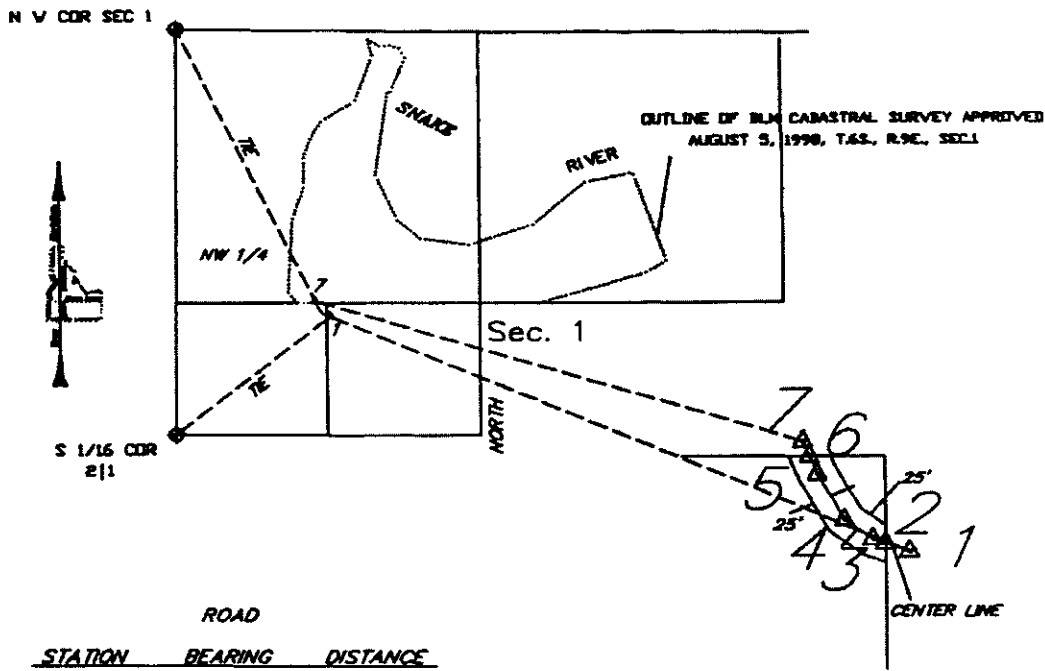
SURVEYOR'S CERTIFICATE
 CORRECT AS TO ENGINEERING DATA

Shelley Edelen Cooper
 NAME

District Engineer
 TITLE

Conservation Easement - continued

EXHIBIT D.
IDI-32167
NW 1/4, SW 1/4 SEC.1
T. 6 S., R. 9 E. B.M.
ELMORE COUNTY, IDAHO
± 0.19 ACRES



ROAD		
STATION	BEARING	DISTANCE
S 1/16 COR 211		
1	N49°18'36"E	1793.00'
2	N68°23'07"W	31.58'
3	N68°23'07"W	17.38'
4	N52°24'32"W	44.83'
5	N28°03'28"W	73.16'
6	N21°40'47"W	27.97'
7	N21°40'47"W	21.93'
N W COR SEC 1		

ROAD - NOT TO SCALE

U.S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 LOWER SNAKE RIVER DISTRICT

SURVEYOR'S CERTIFICATE
 CORRECT AS TO ENGINEERING DATA

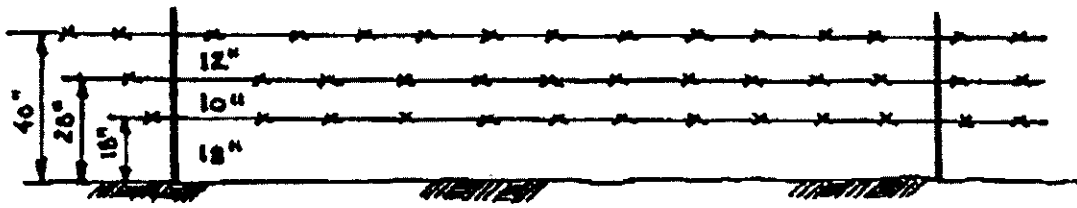
Shelley Edelen Cooper
 NAME

District Engineer
 TITLE

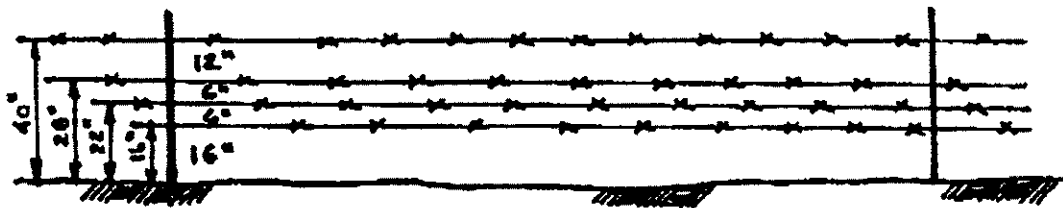
EXHIBIT E

IDI-32167

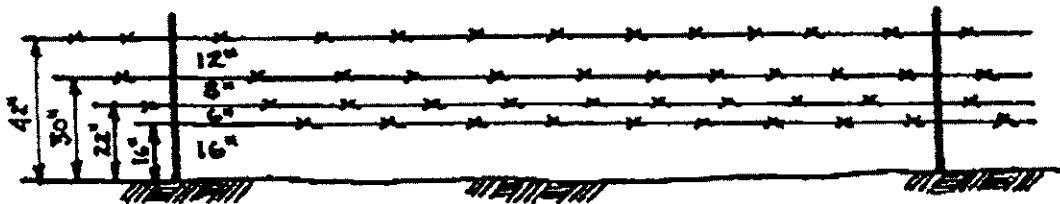
BARBED WIRE SPACING DESIGNS



40" - 3 wire Design



40" - 4 wire Design



42" - 4 wire Design

Conservation Easement - continued

EXHIBIT F

IDI-32167

EASEMENT DOCUMENTATION REPORT FOR
THREE ISLAND CROSSING/ROCKIN S RANCH
ELMORE COUNTY, IDAHO

PREPARED BY:

Catherine C. Hurd
Field Representative Intern
The Nature Conservancy
2404 Bank Drive, Suite 314
Boise, ID 83705
December 10, 1998

Conservation Easement - continued

PROPERTY CONDITION CERTIFICATION

This is to certify that Rockin S Ranch, Inc., the "Grantor", and Alan Sands, representing The Nature Conservancy, do accept and acknowledge the following attached report as an accurate description of the current land uses and physical features as of December 10, 1998, on the Three Island Crossing (Rockin S Ranch) Easement Property. The report, which is attached hereto and made a part hereof, contains 19 pages (including appendices) beginning with this certification of condition. Also, included is a summary page and a description of the Easement including its purpose, acquisition history, location, a tract and physical description and a description of ecological features. Also included are location map and a detailed topographical map showing the Easement location and boundaries. The appendices include Appendix A: map of human-made features on the Property; and Appendix B: description of photographs and photo station map.

The Grantor further certifies that to the best of their knowledge there are no structures thereon and that there has been no dumping or discharge of materials or other activities on the Easement Property that are inconsistent with the terms and covenants contained in the Conservation Easement reserved by The Nature Conservancy.

The undersigned owner of the property referred to herein as The Nature Conservancy acknowledges that this Easement Documentation Report is an accurate representation of the biological and physical conditions of the property as of the date of the grant of the Conservation Easement.

Grantor: Rockin S Ranch, Inc.

By: _____
John Solosabal
President

By: _____
Dennis Smith
Secretary/Treasurer

The Nature Conservancy, a District of Columbia Nonprofit Corporation

By: _____
Alan Sands
Field Representative

Conservation Easement - continued

CORPORATE ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, _____, before me personally appeared _____ and _____ to me known to be the _____ and _____ of the Rockin S Ranch Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal or Stamp

Notary Public in and for the
State of _____
Residing at _____
My commission expires: _____, ____

ACKNOWLEDGMENT

STATE OF IDAHO)
)ss:
County of Ada)

On this ____ day of _____, _____, before me, a notary public, personally appeared Alan Sands, known or identified to me to be the Field Representative of The Nature Conservancy, the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Seal or Stamp

Notary Public in and for the
State of _____
Residing at _____
My commission expires: _____, ____

Conservation Easement - continued

EASEMENT DOCUMENTATION REPORT
SUMMARY SHEET
THREE ISLAND CROSSING (Rockin S Ranch)

A. THREE ISLAND CROSSING (Rockin S Ranch)

State: Idaho Prepared By: Catherine C. Hurd
County: Elmore

Present Owner: Rockin S Ranch, Inc.

B. Brief Description of Area Under Easement:

Acreage: 80.66 acres

USGS Quad: Glenns Ferry Quadrangle (7.5 minute)

Biological Element(s): Idaho springsnail (*Pyrgulopsis idahoensis*, G1, S1), bald eagle (*Haliaeetus leucocephalus*, G4, S3B, S4N), California floater mussel (*Anodonta californiensis*, G4, S?), white sturgeon (*Acipenser transmontanus*, G4, S1), trumpeter swan (*Cygnus buccinator*, G4, S1B, S2N), Long-billed curlew (*Numenius americanus*, G5, S3B, SZN), burrowing owl (*Speotyto cunicularia hypugea*, G4TU, S3S4), American white pelican (*Pelecanus erythrorhynchos*, G3, S1B, SZN), Western toad (*Bufo boreas*, G4, S4), milkvetch (*Astragalus purshii* var *ophiogenes*, G5T3, S3), Janish penstemon (*Penstemon janishiae*, G4, S2), cowpie buckwheat (*Eriogonum shockleyi* var *shockleyi*, G5T4, S2).

Historic Elements: Oregon Trail, Oregon Trail camp, and Native American archeological site.

Human-made structures/improvements: farm access roads, two overhead power lines and associated poles, approximately 3,500 feet of buried mainline irrigation pipe, two irrigation pumping facilities, one gravel pit, one irrigation pipe and hay storage area, one equipment storage area, and boundary and internal barbed wire fences. The Easement allows for the construction, reconstruction, maintenance, and repair of the following structures, subject to certain restrictions and approval: fences, irrigation facilities, two boat ramps, roads and trails, livestock watering facilities, and ponds and wetlands and other habitat improvement developments.

Land uses affecting easement: farming and ranching on Easement Property and adjoining properties, and use of approved agricultural chemicals.

C. Required Frequency of Monitoring for this Easement:

Once per year.

Conservation Easement - continued

EASEMENT DOCUMENTATION REPORT
DESCRIPTION AND BACKGROUND INFORMATION
THREE ISLAND CROSSING (ROCKIN S RANCH)

Purpose : The Three Island Crossing Easement Property borders the Snake River and Deadman Creek. This property supports riparian and upland species of plants and animals and borders on biologically important aquatic habitats in the Snake River. Also, it supports a diversity of open-space features, which will provide panoramic views from Three Island Crossing State Park, directly across the Snake River. The Three Island Crossing Conservation Easement will preserve and protect in perpetuity the natural, archeological, historic, scenic, and open-space features and values of the Property, subject to the allowed uses and practices outlined in the easement.

Acquisition History : The 80.66 acre Three Island Crossing (Rockin S Ranch) Conservation Easement was sold to The Nature Conservancy by Rockin S Ranch, Inc. on December 10, 1998. The owners are committed to preserving, in perpetuity, the significant aquatic, riparian, and upland ecosystems that provide wildlife habitat, and to maintaining the rural character of this relatively undeveloped tract of land.

Location: The Three Island Crossing (Rockin S Ranch) Easement Property is located approximately 2.3 miles southwest of Glenns Ferry, across the river and west of Three Island Crossing State Park. The Property is bordered to the north by the Snake River, to the east by property sold in fee to The Nature Conservancy by Rockin S Ranch, Inc., to the west by other property owned by Rockin S Ranch, Inc., and to the south by land owned by Idaho Department of Parks and Recreation and the United States of America, Bureau of Land Management.

Tract and Physical Description: The tract is an irregularly shaped parcel that has been used over the past century primarily as farm and ranch land. It is located along 1.4 miles of the south bank of the Snake River, and includes approximately a 0.5 mile reach of Deadman Creek, an ephemeral creek. The tract is predominately occupied by an irrigated alfalfa hayfield. Grazing by cattle in all the vegetation types has occurred primarily during the winter.

Ecological Features: For the purpose of describing the ecological features the property can be divided into five general areas: the upland irrigated agricultural ground, the upland rangeland, the riparian vegetation along Deadman Creek, the emergent wetland at the mouth of Deadman Creek, and the riparian vegetation along the Snake River.

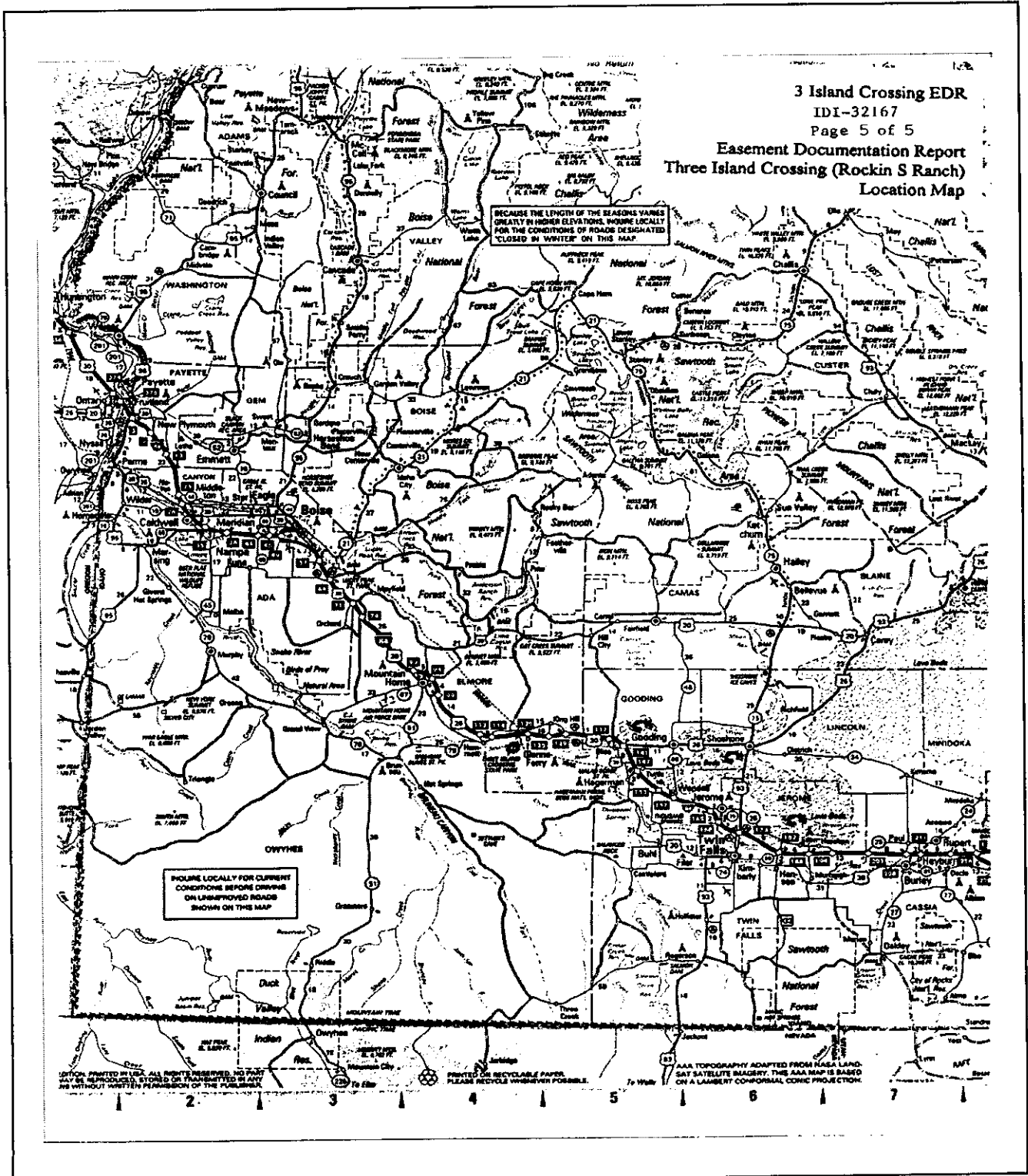
Currently, the upland agricultural ground is sprinkler irrigated and used for growing alfalfa. The upland range habitat is dominated by cheatgrass with greasewood interspersed.

The riparian corridor formed by Deadman Creek is characterized by an overstory of willow trees with a small group of old and decadent Lombardi poplars and a minor composition of Russian olive, especially at the north end. The understory along Deadman Creek is dominated by annual weeds, such as kochia, with residual Great Basin wild rye, quack grass, and some young willow, which have been suppressed by browsing. The emergent wetland habitat at the mouth of Deadman Creek is dominated by bullrush and cattail.

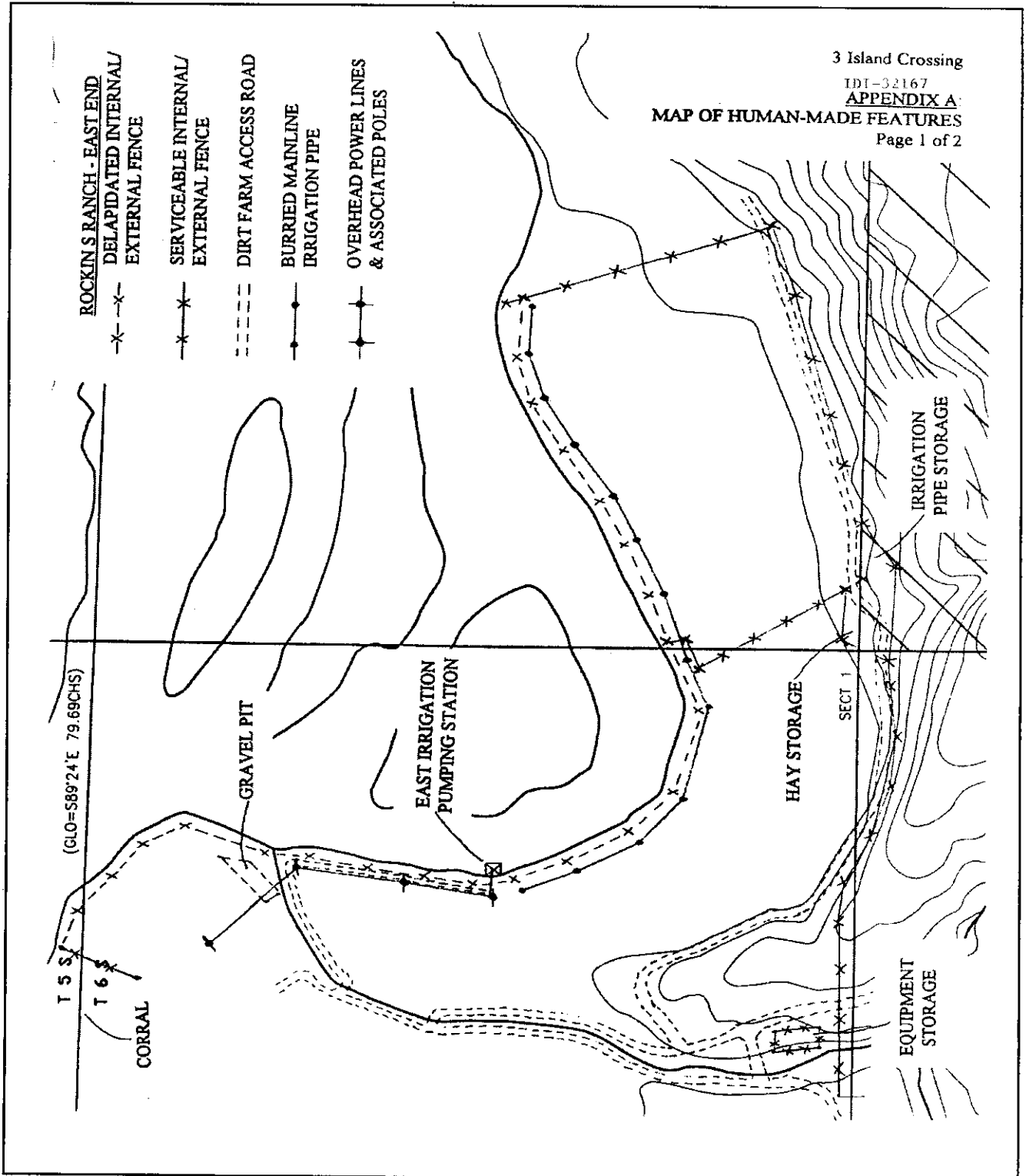
Dominant riparian species along the Snake River include greasewood, rose, willow shrubs, Great Basin wild rye, and significant amounts of kochia in the disturbed areas. The riparian zone west of the Deadman Creek wetland (between photo points 'Q' and '11', see [Appendix B](#)) has a number of box elder and Siberian elm trees. Russian olive covers only 1% or less of the riparian habitat.

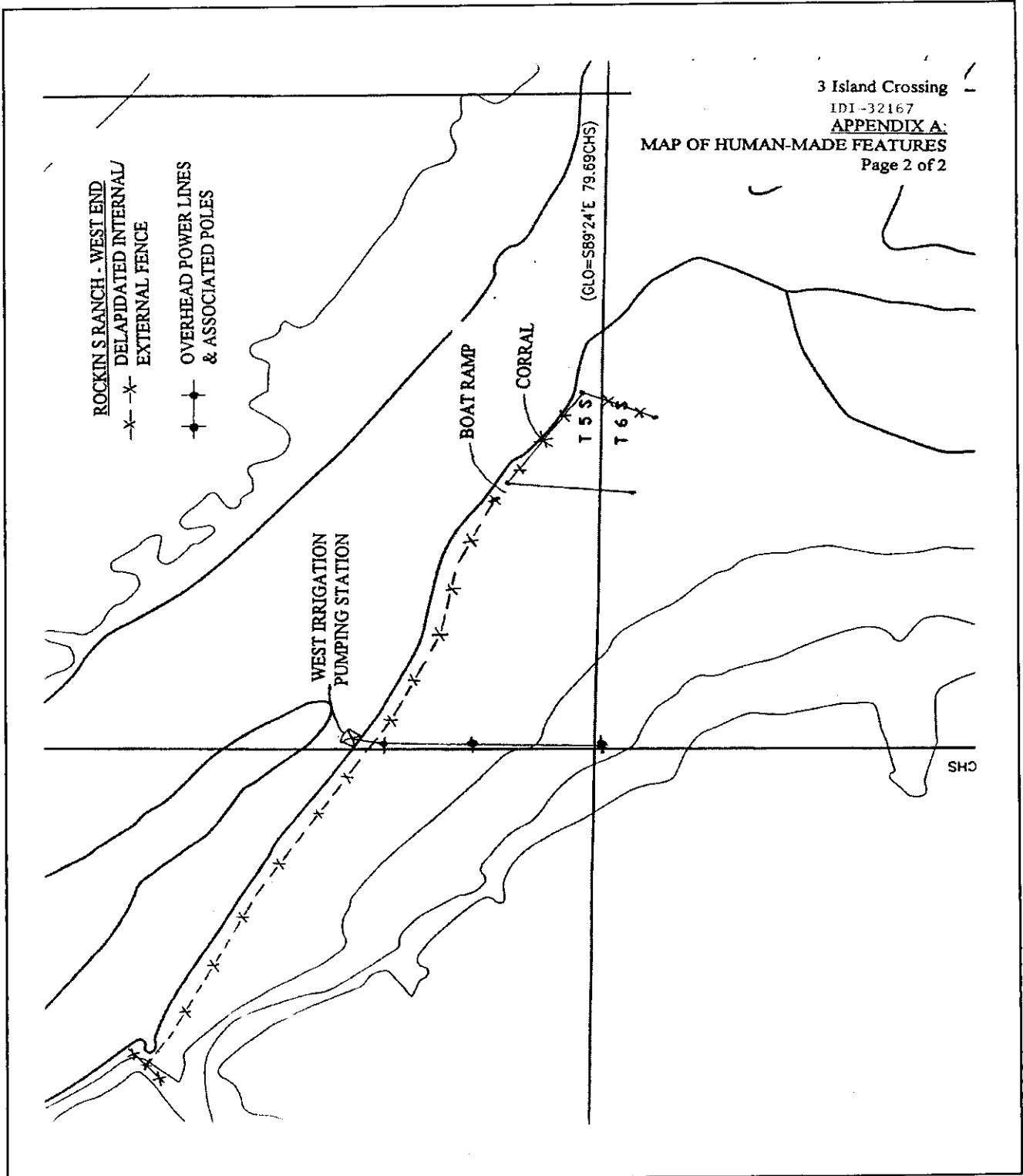
The aquatic, riparian, and upland habitats are host to numerous species of plants and animals, including a number of special status species such as the Idaho springsnail, bald eagle, the California floater mussel, white sturgeon, trumpeter swan, Long-billed curlew, burrowing owl, American white pelican, and Western toad.

Conservation Easement - continued

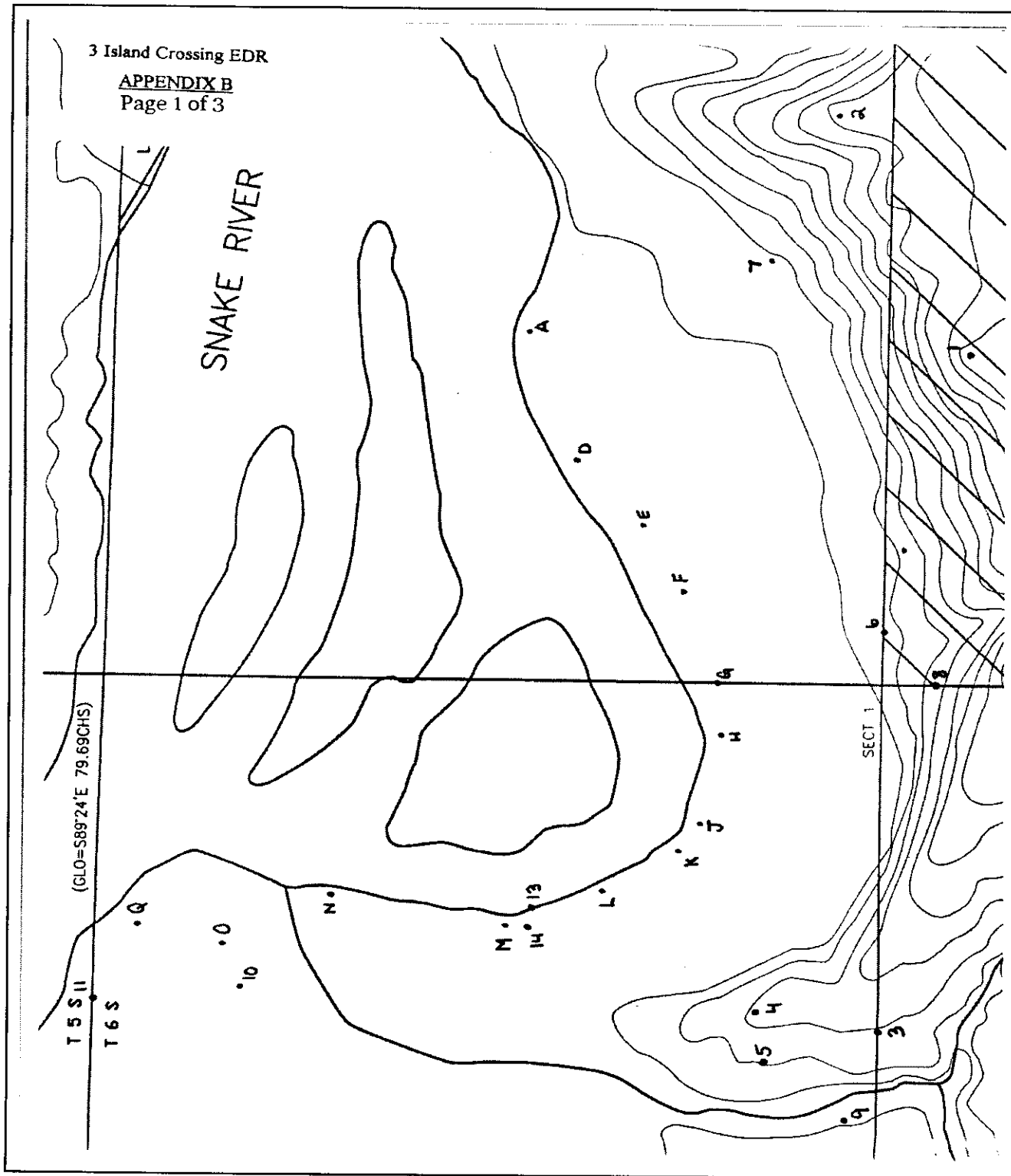


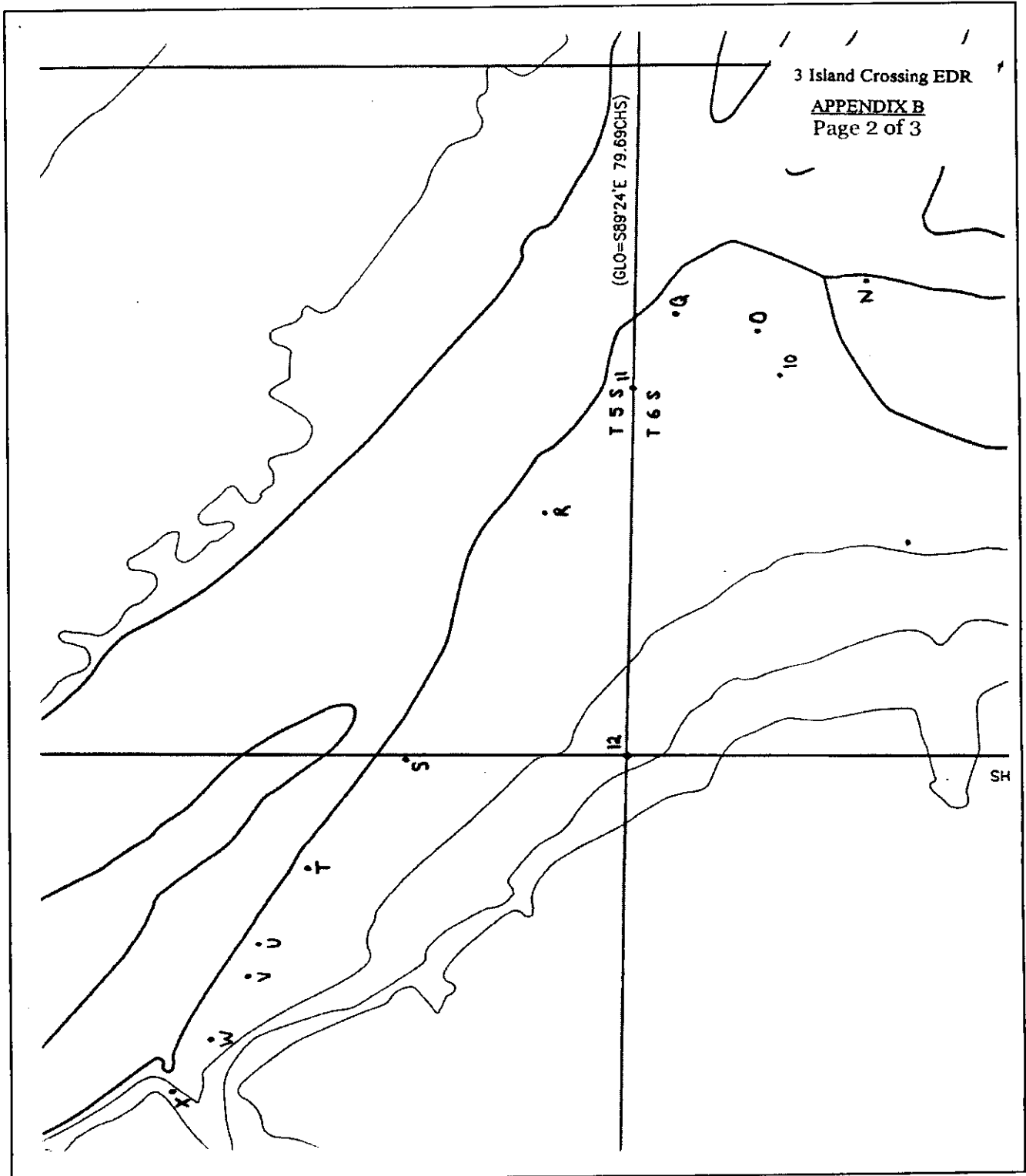
Conservation Easement - continued





Conservation Easement - continued





Conservation Easement - continued

DESCRIPTION OF PHOTOGRAPHS

Photographs include 35 mm slide and panoramic photographs. Copies of photographs and slides are in the possession of the land owner and the easement holder.

Photographs were taken from established survey points along the river and from other locations around the Property so as to best document the current condition of the Property. Photographs were not taken from every survey point on the Property, thus, photopoints do not run sequentially from A to X. Where possible, photographs were taken from the top of the steel pole or fence post marking the photopoint location. All other photographs were taken from the standing height of the photographer.

Panoramic Photographs

(Make a comprehensive list of all the photographs including the description and direction of the view. The list for the subject easement contained four pages which are not included here.)

Appendix B, page 3 of 3.

General Easement

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

①
Serial No. IDI-29955

GENERAL EASEMENT

②
For the sum of \$ _____, and other considerations, if any, as provided herein

③ TIM SHAW HEREFORDS, INC., an Idaho Corporation, an undivided 1/3 interest and
SHAW HEREFORD RANCH, INC., an Idaho Corporation, an undivided 2/3 interest

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), a perpetual easement to locate, construct, use, control, maintain, improve, relocate, and repair a Green Strip over and across the following-described real property situated in the County of Payette, State of Idaho, to wit:

④

A parcel of land lying in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 28 and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 7 North, Range 4 West, Boise Meridian, Payette, Idaho; the said parcel being all that portion of said property contained within a strip of land 200 feet in width abutting and running parallel the Southwesterly boundary of right-of-way for Interstate Highway Project No. I-80-N-1-(4)3. ⑤

The easement described herein contains 18.18 acres, more or less. A plat showing the easement described above is attached hereto as Exhibit A and made a part hereof. If the Green Strip is located substantially as described herein, the centerline as constructed is hereby deemed accepted by Grantor as the true centerline of the easement granted.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

⑥

The easement herein granted is for the full use as a Green Strip by the UNITED STATES OF AMERICA, its licensees and permittees, to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior.

Grantor reserves the following rights:

⑦

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and mineral in and under said land.

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

IDI-29955
Page 1 of 2

General Easement - continued

Grantor covenants and warrants that it is are lawfully seized and possessed of the land aforesaid and have the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown of record, and that it will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

(Optional)

Accepted subject to approval of title by the Department of Justice.

Dated this ___ day of _____, 20__.

TIM SHAW HEREFORDS, INC.

(Signature of Authorized Officer)

President

(Title)

Secretary

SHAW HEREFORD RANCH, INC.

President

Secretary

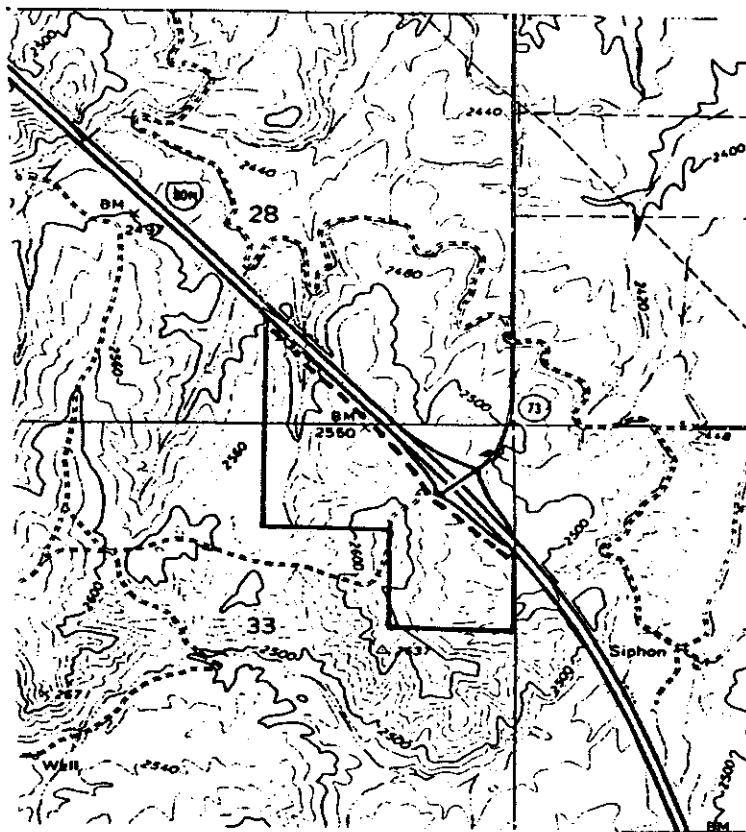
(ACKNOWLEDGMENT)

General Easement - continued

IDI-29955

EXHIBIT A

State of Idaho, Payette County
Boise Meridian, Township 7 North, Range 4 West
Section 28: SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$



↑
NORTH

LEGEND:

----- Green Strip Project

General Easement - continued

(INSTRUCTIONS)

- ① SERIAL NUMBER - Show identification of the easement in accordance with the applicable office code.
- ② CONSIDERATION - Insert the true dollar consideration for the easement in the space provided.
- ③ GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located (see *paragraph III.D.3.* of this chapter.
- ④ PROJECT DESCRIPTION - The description of the facility, i.e., green strips, firebreaks, trail, etc., is to be inserted into the blank spaces provided. The specific use for which the easement is being acquired must be clearly and precisely stated.
- ⑤ DESCRIPTION - Instructions for preparation of the plat and narrative description are found in *paragraph I.A.* of this chapter.
- ⑥ PUBLIC USE - Certain acquisitions may not necessarily need to include rights for the public in general. For example, this format may be used for a green strip firebreak, pipeline, well sites, fence lines, etc.

In acquiring an easement subject to public use such as a for a foot trail, the rights of the public can be clarified by substituting the following provision in place of that shown:

“The easement herein granted is for the full use as a trail by the United States of America, its licensees and permittees including the right of access for the people of the United States generally to lands owned, administered, or controlled by the United States of America for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior.”

- ⑦ SPECIAL PROVISIONS - Provisions to the grantor which arise from negotiations and which are approved for use should be inserted in this space. (*See Chapter VI - Negotiation*).

Exclusive Road Easement

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

①

Serial No. IDI-30652

EXCLUSIVE ROAD EASEMENT

For and in consideration of the sum of \$ _____, ②

③ GEORGE C. TABLE AND MARY A. TABLE, husband and wife,

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair an existing road over and across the following described real property situated in the County of Ada, State of Idaho, to wit: ④

A parcel of land lying in the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), of Section 30, Township 5 North, Range 1 East, Boise Meridian, Ada County, Idaho; the said parcel being all that portion of said property contained within a strip of land 20 feet in width, the exterior side lines of said strip of land being extended or shortened at the angle points to intersect adjacent segments of exterior side lines and except where extended at the angle points, being 10 feet on each side of a centerline which road is shown and more particularly described on Exhibit A, which is attached hereto and made a part hereof. ⑤

The parcel of land to which the above description applies contains 0.56 acres, more or less.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

The easement herein granted is for the full use of the above described property as a road by the UNITED STATES OF AMERICA, its licensees and permittees, including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior. Grantor reserves the right of ingress and egress over and across the road for all lawful purposes: *Provided*, that such use shall not interfere with the easement granted herein: *Provided further*, that the use of the roadway by grantor for any commercial use or any ancillary use thereto shall be subject to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701; 90 Stat. 2743-2794) and regulation issues thereunder.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

IDI-30652
Page 1 of 2 pages

Exclusive Road Easement - continued

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

⑥

Grantor covenants and warrants that they are lawfully seized and possessed of the land aforesaid and have the full right, power and authority to execute this conveyance and that said land is free and clear of liens, claims or encumbrances, except as shown of record, and that they will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

(Optional)

Accepted subject to approval of title
by the Department of Justice.

⑦

Dated this ___ day of _____, 20__.

⑧

(Signature of Authorized Officer)

GEORGE C. TABLE

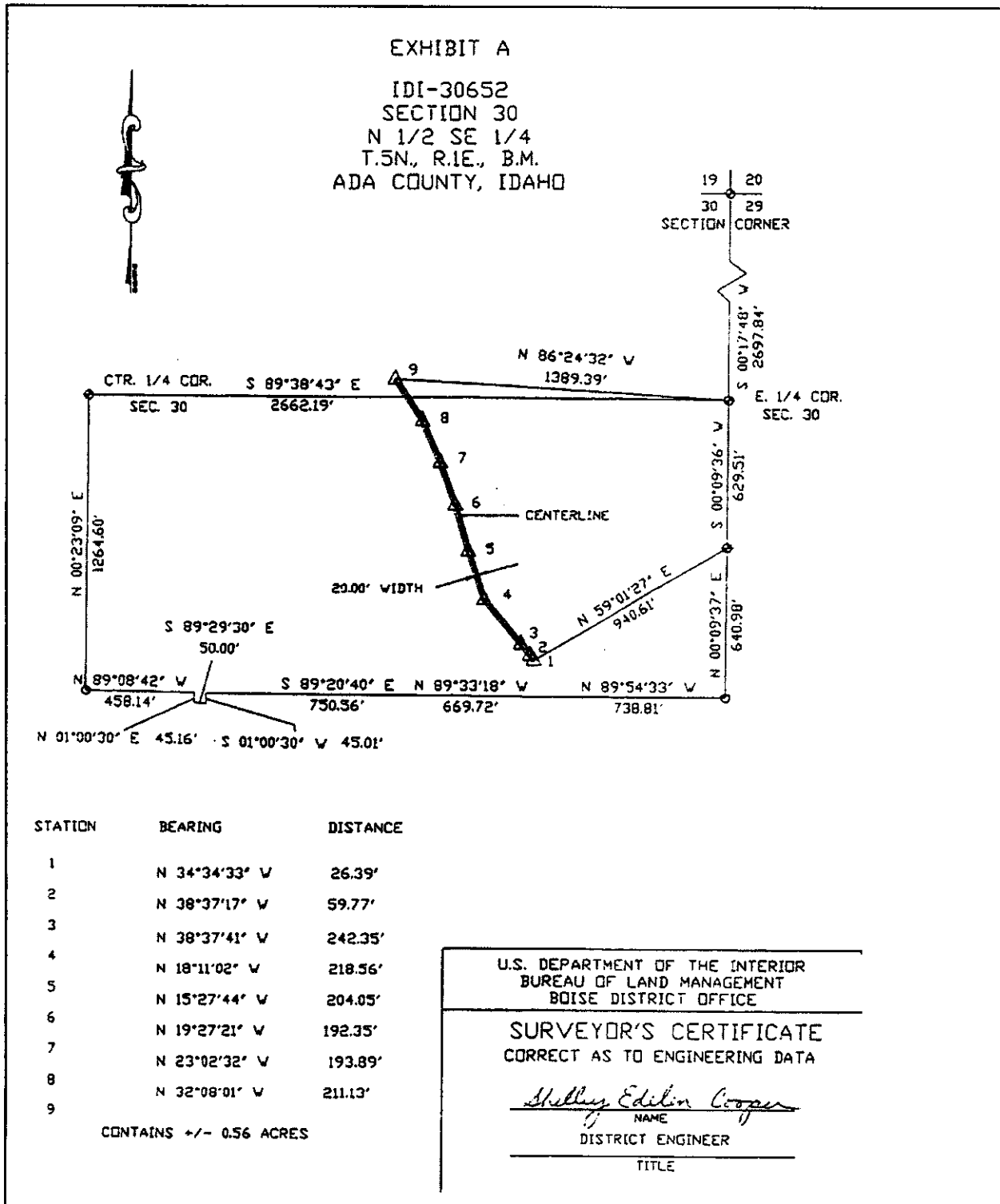
⑨

(Title)

MARY A. TABLE

(ACKNOWLEDGMENT)

Exclusive Road Easement - continued



Exclusive Road Easement - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification of the easement in accordance with the applicable office code.
- ② CONSIDERATION - Insert the full and true dollar consideration for the easement if it is to be paid for with appropriated funds. The consideration on this form is generally not less than \$500 to be consistent with the Bureau's easement purchase policy (see *paragraph III.D.2.* of this chapter).
- ③ GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located (see *paragraph III.D.3* of this chapter). Do not show landowner's name on the plat.
- ④ GRANTING CLAUSE - The granting clause in the deed defines the nature and purpose of the conveyance.
- ⑤ DESCRIPTION - Instructions for preparation of the plat and narrative description are found in *paragraph I.A.* of this chapter. If a narrative description is used, it is preferable to also include a plat as an Exhibit A.
- ⑥ WARRANTY CLAUSE - A general warranty of title should be obtained when acquiring the fee or an easement across private owned property.
- ⑦ ACCEPTANCE SIGNATURE - Acceptance by a BLM authorized official is only required on donations. However, if the grantor signs the easement deed prior to the Regional/Field Solicitor rendering the Preliminary Opinion of Title, you may want to have this signature on the easement deed as a caveat.
- ⑧ DATE - This must be the date on which the grantor signs. In case of more than one grantor, the date that the first landowner signs must be inserted.
- ⑨ SIGNATURE BLOCKS - The name of the grantor(s) must be exactly the same as shown in the granting clause.

Nonexclusive Easement

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
NONEXCLUSIVE EASEMENT

①

Serial No. IDI-31160

For the sum of \$ _____, and other consideration, if any, as provided herein

③ CARLSON COMPANY, INC., an Idaho Corporation, and
JAY AND CAROL BURNETT, as Contract Purchasers

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), a nonexclusive easement to construct, use, maintain, improve, and repair an existing road located on the following described real property situated in the County of Idaho, State of Idaho, to wit: ④

A parcel of land lying in the East 1020 feet of the Southwest Quarter of the Northeast Quarter (SW¼NE¼), the East 1020 feet of the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section 28, Township 24 North, Range 3 East, Boise Meridian; said parcel being all that portion of said property contained within a strip of land 60 feet in width, being 30 feet on each side of the following described centerline:⑤

Beginning at a point which lies N. 81°34'00" W., 2,466.06 feet of the quarter corner common to sections 27 and 28, Township 24 North, Range 3 East, Boise Meridian;

thence S. 24°05'55" E., a distance of 277.88 feet;
thence S. 08°13'34" W., a distance of 394.12 feet;
thence S. 52°23'15" W., a distance of 93.66 feet to a point which lies
N. 05°08'48" E., 2,335.25 feet of the quarter corner common to
sections 28 and 33, Township 24 North, Range 3 East, Boise Meridian.

The parcel of land to which the above description applies contains 0.37 acres, more or less. A plat showing the easement described above is attached hereto as Exhibit A, and made a part hereof.

When authorized officer of the Bureau of Land Management determines that the road above described might be used for the sale of resources from public lands, the contract for such resource will provide that if the purchaser shall use the road and helicopter landing decking area he shall do so subject to the following provisions: ⑥

1. Grantee shall cause the road which is located on the above-described right-of-way to be maintained in good repair during periods of use by Grantee or its licensees and to be left in as good a condition as prior to such use.

IDI-31160
Page 1 of 3

Nonexclusive Easement - continued

2. Grantee shall require the licensee to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring that party against liability arising out of its operation on the premises with minimum limits of \$100,000.00 for injury or death to one person, \$300,000.00 for injury or death to two or more persons, and \$100,000.00 for damage to property.
3. Grantee shall cause Grantors gates and fences located along the right-of-way to be maintained in as good repair during period of use as prior to use by grantee or its licensees.
4. During periods of use of the above described right-of-way for the transportation of commercial products by grantee or its licensees, grantee shall cause truck speed to be controlled sufficiently to prevent undue disturbance to cattle that may be near the road or right-of-way.
5. Disturbed soils within the easement area shall be reseeded with grass seed which is acceptable to both grantor and grantee.
6. Grantor reserves the right of ingress and egress, and the right to cross and recross the parcel described above at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
7. The Grantee shall be liable for all damages caused by the exercise of the rights herein granted to the extent provided by the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

The easement herein granted is for the full use as a road by the UNITED STATES OF AMERICA, and its licensees, and is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA, and its assigns, for a term commencing on the date shown below and continuing until February 14, 2000. ⑦

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, except as shown of record, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons. ⑧

Nonexclusive Easement - continued

(BLM Signature is Optional.)

Accepted subject to approval of title
by the Department of Justice:

Dated this _____ day of _____, 20__.

(Signature of Authorized Officer)

President

Date

Secretary

CONTRACT PURCHASERS

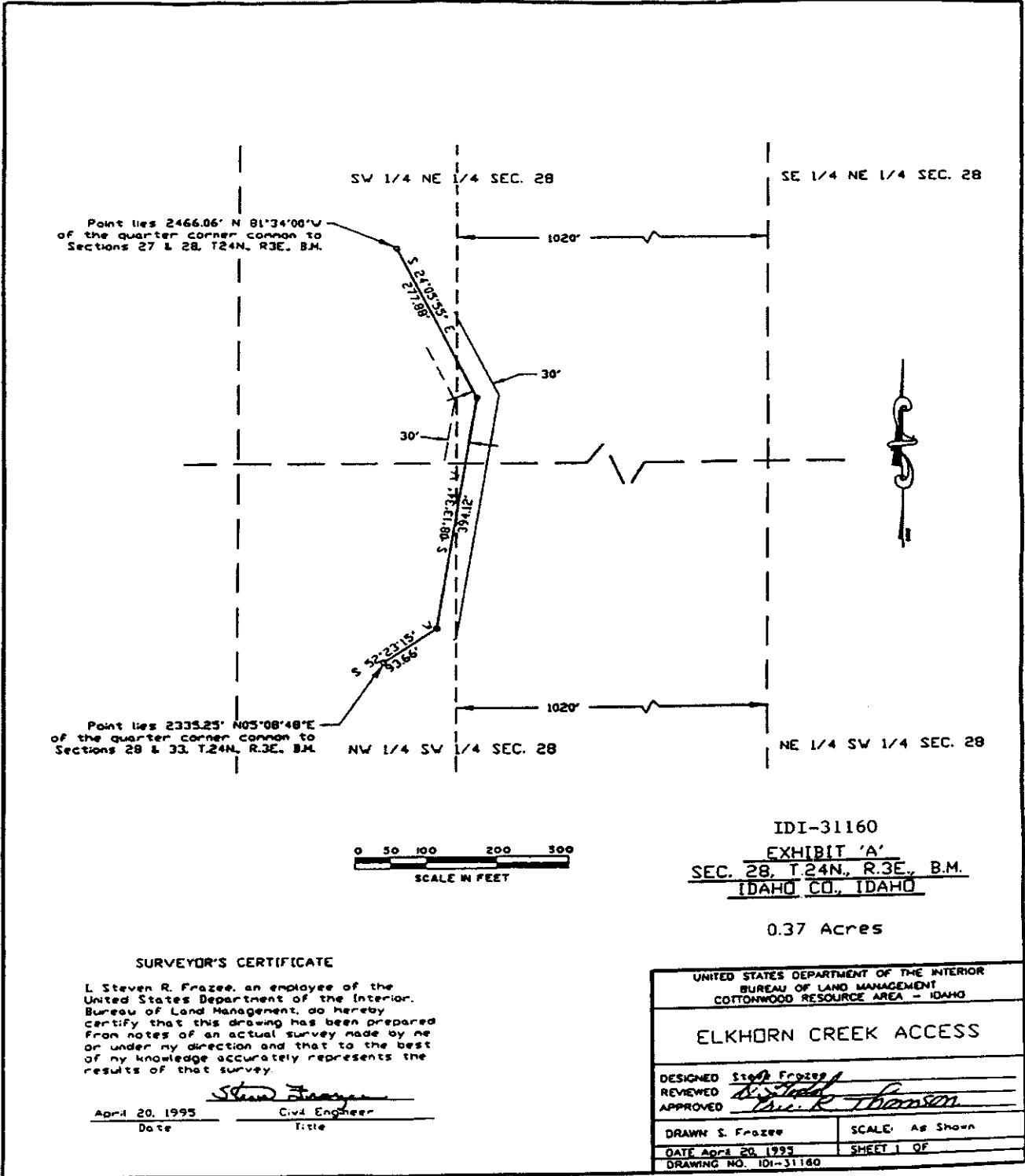
Jay Burnett

Carol Burnett

(ACKNOWLEDGMENTS)

H-2100-1 - ACQUISITION
Chapter V - Document Preparation

Nonexclusive Easement - continued



Nonexclusive Easement - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification of the easement in accordance with the applicable office code.
- ② CONSIDERATION - The consideration to be paid when using this document can either be the market value in a lump sum or a deferred payment up to the amount of the consideration. If the consideration is deferred, insert \$1.00 as payment. If there are other considerations, they must be clearly stated in the easement, i.e. "For and in consideration of the sum of \$1.00 and the grant by the United States of America of Right-of-Way Grant IDI-_____ and other considerations, if any, as provided herein..." (see *paragraph III.D.2* of this chapter).
- ③ GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located (see *paragraph III.D.3* of this chapter). Do not show landowner's name on the plat.
- ④ GRANTING CLAUSE - The granting clause in the deed defines the nature and purpose of the conveyance.
- ⑤ DESCRIPTION - Instructions for preparation of the plat and narrative description are found in *paragraph I.A.* of this chapter.
- ⑥ SPECIAL PROVISIONS - Special provisions which arise from negotiation and are approved for use should be inserted in the space provided (see *paragraph III.D.5.d* of this chapter).
- ⑦ EXPIRATION DATE - Enter the expiration date in the habendum (TO HAVE AND TO HOLD) clause if appropriate. When a perpetual nonexclusive easement deed is to be acquired, insert the word "forever" after the word "assigns" in the habendum and delete the remainder of the clause.
- ⑧ WARRANTY CLAUSE - The warranty clause may be deleted from a deed if the grantor is a State, county, or city. If possible, at least a covenant against the grantor's act should be obtained when the grantor is a governmental entity.

Grant of Easement and Right-of-Way

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

①
Serial No. IDI-30153

GRANT OF EASEMENT AND RIGHT-OF-WAY

For and in consideration of the agreement by the Grantee pursuant to the Acts of June 28, 1934 (43 U.S.C.315, et. seq.), as amended, April 27, 1935 (16 U.S.C.590a), July 14, 1952 (7 U.S.C.1651), and October 21, 1976 (43 U.S.C. 1701 et. seq.), as amended,

② LAZY W RANCH, a Partnership composed of JOHN DEAN AND ROBERT A RACK

hereinafter called Grantor whether one or more, does hereby grant to the UNITED STATES OF AMERICA, an easement and right-of-way to construct the following improvements: ③

A stock water pipeline development, including the right to use and pipe water from an existing well to public land for livestock purposes.

Grantor agrees to supply .23 c.f.s. of water from said well to the pipeline for as long as the pipeline remains in operation. The said well is filed with the Idaho Department of Water Resources as License Number 51-2123 part of transfer number 3324.

over and across the following-described property situated in the County of Owyhee, State of Idaho, to wit:

④
A parcel of land lying in the South Half of the Northeast Quarter (S½NE¼) of Section 26, Township 7 South, Range 6 East, Boise Meridian, Idaho; the said parcel being all that property contained within a strip of land 20 feet in width shown and more particularly described on Exhibit A which is attached hereto and made a part hereof.

The easement described herein contains 1.32 acres more or less. A plat showing the easement described above is attached hereto as Exhibit A and made a part hereof. ⑤

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

If the improvements identified above are located substantially as described herein, the location as constructed is hereby deemed accepted by Grantor as the true location of the easement granted.

The easement and right-of-way hereby granted is for the full, free, unrestricted, and quiet use and enjoyment by the grantee of the land of the grantor occupied by the said improvements for any and all purposes deemed necessary or beneficial for, or in connection with, the control, administration, or use of the public land surrounding or adjacent to the land herein described, which may be properly grazed from,

IDI-30153
Page 1 of 2

Grant of Easement and Right-of-Way - continued

serviced by, or used in connection with the said land and improvements, including the right of ingress and egress to, from, and over the land of the grantor by the grantee, its officers, agents, permittees, allottees, and licensees for the purpose of repairing, renewing, or using the said improvements, or for other business pertaining to the use and maintenance thereof, and shall be appurtenant to said public land.

This grant shall be effective so long as the easement shall be actually used for the aforesaid purposes, and all rights hereunder shall revert to the grantor when and in the event the use thereof shall be discontinued or abandoned by the grantee of which due notice shall be given to the grantor by the grantee. Upon termination or abandonment of this easement, the grantee may at its option and within reasonable time, remove any improvements constructed by grantee on the land hereunder.

(BLM Signature is Optional.)

Accepted subject to approval of title
by the Department of Justice:

Dated this ____ day of _____, 20__.

LAZY W RANCH

(Signature of Authorized Officer)

John Dean Rack

(Title)

Robert A Rack

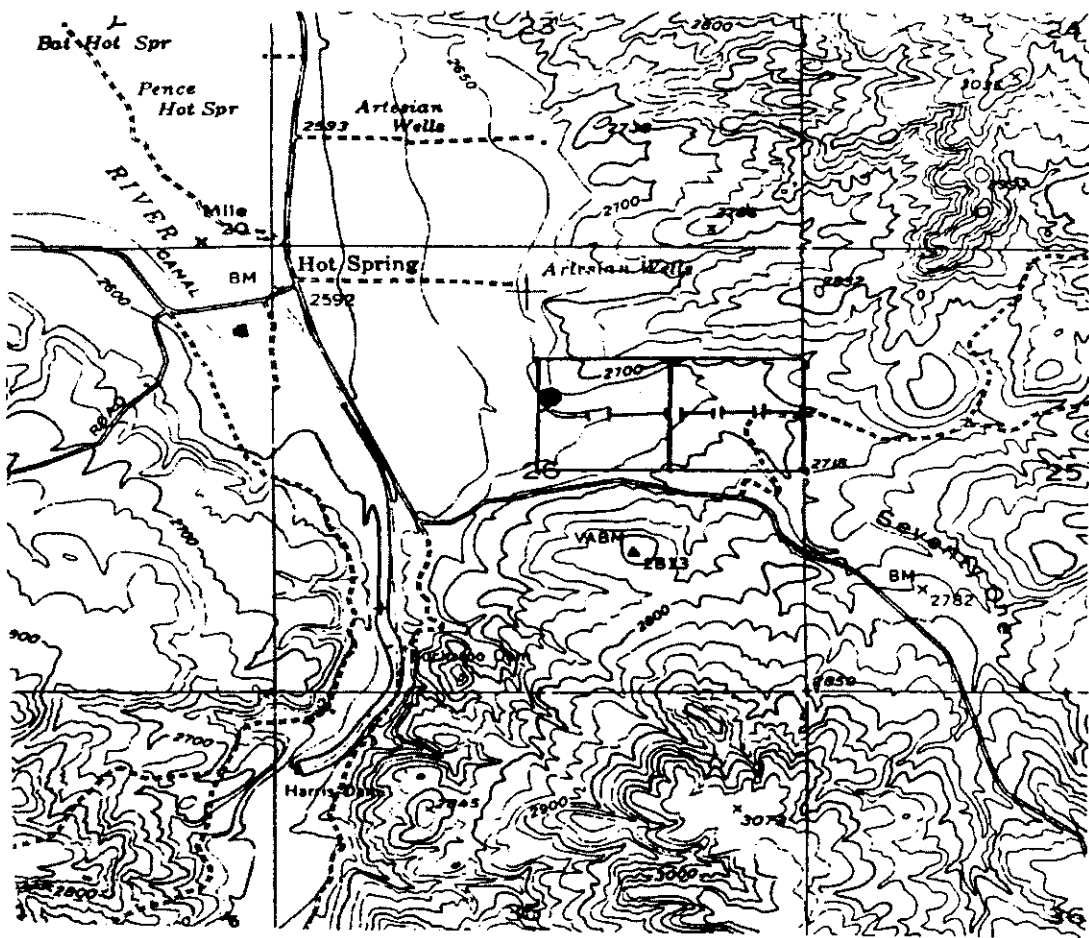
(ACKNOWLEDGMENTS) ®

Grant of Easement and Right-of-Way - continued

IDI-30153

EXHIBIT A

State of Idaho, Owyhee County
Boise Meridian, Township 7 South, Range 6 East
Section 26: S½NE¼



LEGEND:

- — — — — Pipeline
- Well

Grant of Easement and Right-of-Way - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification of the easement in accordance with the applicable office code.
- ② GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located (see *paragraph III.D.3.* of this chapter).
- ③ CONSIDERATION - No monetary consideration is involved. The consideration is the agreement by BLM to construct certain range improvements. The improvement(s) should be clearly specified in the deed.
- ④ DESCRIPTION - The area should be accurately described, showing only the subdivisions involved in the project. Show the lot numbers, legal subdivisions, metes and bounds descriptions, township, range and meridian.
- ⑤ PLAT - A plat may be attached by reference showing the exact location of the improvement. If a plat is not attached, the description needs to be specific as to location and not encumber more land than is required.
- ⑥ ACKNOWLEDGMENT - A standard acknowledgment must be included when executing this document.

Quitclaim Right-of-Way Easement

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

QUITCLAIM
Right-of-Way Easement

①
Serial No. OROR-12345

②
For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged,

OWENS FAMILY REVOCABLE TRUST ③

④
hereinafter called Grantor, whether one or more, does hereby remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), a perpetual easement and right-of-way, including but not limited to the right and privilege to locate, construct, relocate, maintain, control, and repair a roadway over and across the following described mining claims(s) situated in the County of Jackson, State of Oregon, to wit:

⑤
Those certain mining claims known as: JACK OF HEARTS QUARTZ LODE MINING CLAIM, located in the E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, on August 14, 1953, and recorded in September 3, 1953, in vol. 58, pages 369-370; NOT NAMED PLACER MINING CLAIM located in the E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, on September 14, 1956, and recorded September 14, 1956, in vol. 65, page 340; the BUDDY LODE MINING CLAIM located in the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, on July 8, 1954, and recorded July 10, 1954 in Vol. 60, pages 167-168; THE BUDDY PLACER MINING CLAIM located in the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, on June 28, 1954, and recorded July 10, 1954, in Vol. 60, pages 169-170; LORRAINE LODE MINING CLAIM located in the S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 15, on September 14, 1956, and recorded September 14, 1956 in vol. 65, pages 343-344; VIVIANN LODE MINING CLAIM located in N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 15, on September 14, 1956, and recorded September 14, 1956, in vol. 65, pages 341-342; VIVIANN PLACER MINING CLAIM located in N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 15, on September 3, 1953, and recorded September 3, 1953, in Vol. 58, pages 371-372; all as recorded in the Mining Records, Jackson County, Oregon and lying in Township 33 South, Range 4 West, Willamette Meridian.

A plat showing the easement described above is attached hereto as Exhibit A and made a part hereof.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

The rights and privileges herein granted are for the full use as a roadway by the grantee, its licensees and permittees, including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Bureau of Land Management.

OROR-12345
Page 1 of 2

Quitclaim Right-of Way Easement - continued

TO HAVE AND TO HOLD said easement and right-of-way unto the UNITED STATES OF AMERICA and its assigns forever.

The grantor agrees that the consideration above recited is accepted as full compensation for all damages incidental to the exercise of any of the rights above described. ②

The grantor covenants that said mining claim is free and clear of liens, claims, or encumbrances, including current or past due taxes. ⑥

(BLM Signature is Optional.)

Accepted subject to approval of title
by the Department of Justice:

Dated this ____ day of _____, 20__.

OWENS FAMILY REVOCABLE TRUST

(Signature of Authorized Officer)

Martin C. Owen, Trustee

(Title)

Wilamina O. Owen, Trustee

(ACKNOWLEDGMENTS)

Quitclaim Right-of Way Easement - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification of the easement in accordance with the applicable office code.
- ② CONSIDERATION - See *paragraph III.D.2.d.* in this chapter.
- ③ GRANTORS - Grantors of a quitclaim easement must be identified in accordance with the requirements of the State where the claim(s) is located (see *paragraph III.D.3.* in this chapter).
- ④ GRANTING CLAUSE - The granting clause defines the nature and purpose of the conveyance. It should not be altered on this form.
- ⑤ DESCRIPTION - Instructions for the preparation of the plat and narrative description are found in *paragraph I.A.* of this chapter. A plat may be attached by reference showing the exact location of the improvement. If a plat is not attached, the description needs to be specific as to location and not encumber more land than is required.
- ⑥ COVENANTS - The claimant asserts that the claim is free and clear of encumbrances but does not warrant title. Fee title is held by the United States until the claim is perfected and a patent is issued.

Special Provisions. Special provisions normally are not necessary. Occasionally, however, the claimant will have a specific request. Because of the infrequency and diversity of such requests, standard wording is not practical. Consult with your State Office Realty Specialist.

Offer for the Purchase of (Land) (Interests in Land)

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. CACA-34567

OFFER FOR THE PURCHASE OF (LAND)(INTERESTS IN LAND)

THIS OFFER, made and entered into this _____ day of _____, 20 ____, by and between

Mr. John E. Doe, President
Muddy Creek Hunt Club
4406 Emerald Road
Los Angeles, CA 95303

hereinafter called the Vendor, for themselves, their heirs, executors, administrators, successors, and assigns, and the UNITED STATES OF AMERICA and its assigns, Department of the Interior, acting by and through its agency, the Bureau of Land Management, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715),

WITNESSETH;

In consideration of the mutual covenants and agreements herein set forth, the Vendor offers to sell and convey to the United States of America and its assigns, for the price of Thirty Eight Thousand Eight Hundred Dollars (\$38,800.00), the (fee simple) (permanent and assignable easement) (to) (on) the following described land, with the buildings and improvements thereon, and all rights, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging.

The (real property/interest) which the Vendor agrees to convey to the United States of America is located in the County of San Bernardino, State of California, containing 40.0 acres, more or less, bounded and described as follows:

San Bernardino Meridian, California
T. 5 S., R. 10 E.
Section 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Being part of the same land conveyed to the Muddy Creek Hunt Club, by deed dated July 19, 1976 and recorded in the County of San Bernardino, Registry of Deeds, Book 1611, Page 530.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

CACA-34567
Page 1 of 5

Offer for the Purchase of (Land) (Interests in Land) - continued

The Vendor covenants and agrees to convey to the United States of America (the fee simple title) (all title interest) to the above-described land subject to existing easements for public roads and highways, public utilities, railroads, pipelines; and subject to the following outstanding rights in third parties: (If none, so state.)

The Vendor specifically reserves and excepts the following rights and interest in the above-described property: (If none, so state.)

The terms and conditions of this offer are as follows:

1. The United States of America agrees to pay to the Vendor for said (land) (interest in land) the sum of \$38,800.00 total, payable at closing, after the acceptance of this offer, the acreage to be ascertained by a survey to be made at the option and expense of the United States of America after reasonable notice to the Vendor, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both, and approval of the Vendor's title, provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging, to the United States of America and its assigns in fee simple, free and clear from all liens and encumbrances except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to water rights, banks, beds and waters of any stream or river bordering or traversing the said land, and in and to any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

The expenses of the Vendors for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of their property; and any amount paid as a penalty cost for prepayment of any pre-existing mortgage entered into in good faith, encumbering such real property; as well as pro rata share of prepaid real estate taxes allocable to the period subsequent to the vesting of title in the United States of America, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971 (P.L. 91-646; 84 Stat. 1894).

2. It is agreed that the United States, at its expense, will prepare the deed to the United States and obtain the title examination of the (property) (interest in land) to be conveyed, satisfactory to the Attorney General of the United States.

Offer for the Purchase of (Land) (Interests in Land) - continued

3. The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the (land) (interest in land); that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the (warranty deed) (easement) to the United States, pay the State documentary revenue stamp taxes, State and local recordation or transfer taxes where required by the State or municipal subdivision thereof and obtain and record such other curative evidence of title as may be required by the United States.

It is agreed that, at its election, the United States may deliver the Government check in payment for the above conveyance to its title contractor or closing agent on the Vendor's behalf, and, the Vendor authorizes said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy any outstanding liens and encumbrances, pay applicable state and local documentary stamps and transfer taxes and other expenses incident to the closing of title which are chargeable to the incident to the closing of title which are chargeable to the Vendor, and remit the remaining balance to the Vendor with a statement of the payments made on the Vendor's behalf.

4. The Vendor agrees that loss or damage to the property by unauthorized cutting or removal of products therefrom, or because of fire or acts of God shall be at the risk of the Vendor until the title of the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

5. The Vendor agrees that environmentally hazardous materials identified on said property shall be at the risk of the Vendor until the title of the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such environmentally hazardous materials are identified, the United States may, without liability, refuse to accept conveyance of the (title) (interest in land), voiding this agreement.

6. The Vendor agrees that the United States may acquire title to said land by condemnation, or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; and agrees that any and all awards of just compensation that may be made in the proceedings to any defendant shall be payable and deductible from the said amount.

7. The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, the unrestricted right and privilege to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

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Page 3 of 5

Offer for the Purchase of (Land) (Interests of Land) - continued

8. It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject (property) (interest in land) and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

9. The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

10. All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

11. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

12. It is understood and agreed that notice of acceptance of this agreement shall be to the Vendor by certified mail addressed to:

Mr. John E. Doe President
Muddy Creek Hunt Club
4406 Emerald Road
Los Angeles, CA 95303

and shall be effective upon date of mailing and shall be binding upon all of the Vendors without sending a separate notice to each.

IN WITNESS WHEREOF, the Vendor has hereunto signed their names and affixed their respective seals on the day first above written, with the understanding that this Agreement for Purchase cannot be executed by the Secretary of the Interior or his authorized representative until after it is reported to him for his consideration, and do hereby grant unto the United States of America by and through the Secretary of the Interior or his authorized representative, the option and right to enter into this Agreement for Purchase within _____ months from the execution thereof by the Vendor, and to purchase said (land) (interest in land) herein provided. This Agreement for the Purchase of (Land) (Interest in Land) voids upon nonperformance by the Bureau of Land Management ___ months from the date this agreement is made and entered into.

Offer for the Purchase of (Land) (Interests in Land) - continued

In the presence of:

(Witness)

John E. Doe, President
Muddy Creek Hunt Club

(L.S.)

The Secretary of the Interior, acting by and through his authorized representative has executed this agreement on behalf of the United States of America on this ____ day of _____, 20____.

THE UNITED STATES OF AMERICA
Bureau of Land Management

By

Title

(ACKNOWLEDGMENT)

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Page 5 of 5

Extension of Offer for the Purchase of (Land) (Interests in Land)

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Serial No. CACA-34567

EXTENSION OF OFFER FOR THE PURCHASE OF (LAND) (INTERESTS IN LAND)

John Q. Public, party of the first part, named in an Offer For The Purchase of (Land) (Interest in Land) dated _____, 20____, in consideration of One Dollar (\$1.00), does hereby and agree that the terms, rights and conditions as contained with the aforementioned Agreement shall be extended to a period of ____ months from the ____ day of _____, 20____.

Witness

John E. Doe, President
Muddy Creek Hunt Club

(ACKNOWLEDGMENT)

Rock Permit

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

①

Serial No. CACA-23234

ROCK PERMIT

For and in consideration of the sum of \$1.00

② JIM S. BOND, a single man

hereinafter called grantor(s) to the UNITED STATES OF AMERICA and its assigns, hereinafter called United States, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), permission to enter upon and do all work necessary in the processing for and the development of a rock quarry on lands of Grantor described as follows:

③ (Description of Property)

A parcel of land to which the above description applies contains _____ acres, more or less.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

Together with the right to take and remove rock from said lands by the use of explosives or other means and the right to use said lands for the operation of rock crushers and rock storage and for all other uses in connection with the removal of processing of rock.

This permit is subject to the following terms and conditions: ④

1. This permit shall expire 2 years from the date shown below or upon written notice to Grantor of (his, her, its, their) successors of completion of use by United States, whichever shall occur first.

2. Title to all timber within the quarry site and adjacent processing and storage areas shall remain with Grantor or (his, her, its, their) successors. United States may fell all timber within the quarry site and within the processing and storage areas and may also fell all danger trees adjacent thereto. Trees shall be bucked into standard log lengths and decked in piles convenient for mobile loading.

3. United States shall pay Grantor or (his, her, its, their) successors at the rate of \$0.05 per cubic yard for all rock removed from said quarry site. Payments shall be made upon the 25th day of each month for yardage removed or stockpiled the preceding calendar month. Monthly accounts of rock crushed by United States shall be given to Grantor on or before the 15th day of each month showing quantities of rock crushed and removed or stockpiled the preceding calendar month.

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Page 1 of 2

Rock Permit - continued

4. Title to rock shall pass to United States upon crushing thereof.

5. United States shall cause its assigns, who might be engaged in the crushing of rock, to obtain, prior to development operation, liability insurance with limits of not less than \$ _____ for personal injury, and not less than \$ _____ for property damage.

Grantor covenants and warrants that he is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that he will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this _____ day of _____, 20__.

Jim S. Bond

(ACKNOWLEDGMENT)

Rock Permit - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification in accordance with the applicable office code.
- ② GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located. (See *paragraph III.D.3.* of this chapter.)
- ③ DESCRIPTION - Legal description of property is written out. Map may be attached by reference. Instructions for preparation of the plat and narrative description are found in *paragraph I.A.* of this chapter.
- ④ SPECIAL PROVISIONS - Provisions to the grantor which arise from negotiations and which are approved for use should be inserted in this space (see *Chapter VI - Negotiation*).

(Borrow Pit) (Spoil Area) Permit

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

①

Serial No. CACA-23235

(BORROW PIT) (SPOIL AREA) PERMIT

For and in consideration of the sum of \$ _____,

② JIM S. BOND, a single man

grant(s) to the UNITED STATES OF AMERICA and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (*43 U.S.C. 1715*), the right to (remove gravel and other material in unlimited quantities from) (deposit waste material upon) the following described lands in connection with the construction of the Bar X Road project:

③ (Description of Property)

The parcel of land to which the above description applies contains _____ acres, more or less.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

Together with the right to cut all trees and brush within the permit area and all danger trees adjacent thereto. Merchantable trees shall be bucked into standard log lengths and decked in piles convenient for mobile loading. The lands are more particularly shown on a map marked Exhibit A attached hereto and made a part hereof.

This permit shall expire 3 years from the date shown below or upon written notice to the undersigned of completion of use by the United States whichever shall occur first.

Grantor covenants and warrants that he is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that he will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this _____ day of _____, 20__.

Jim S. Bond

(ACKNOWLEDGMENT)

CACA-23235

(Borrow Pit) (Spoil Area) Permit - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification in accordance with the applicable office code.
- ② GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located (see paragraph III.D.3 of this chapter).
- ③ DESCRIPTION - Legal description of property is written out. Map may be attached by reference. Instructions for preparation of the plat and narrative description are found in paragraph I.A. of this chapter.

Rock Stockpile Site Permit

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

①

Serial No. NMNM-66666

ROCK STOCKPILE SITE PERMIT

For and in consideration of the sum of \$ _____,

② JEANNIE M. SMITH, a single woman

hereinafter called grantor(s) (do, does) hereby permit the UNITED STATES OF AMERICA and its contractors, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), to use a site for stockpiling, rock aggregate on the following described real property situated in the County of Jerome, State of New Mexico, to wit:

③ (Description of Property)

The parcel of land to which the above description applies contains _____ acres, more or less.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

This permit shall be in force for a term of (_____) years, the term commencing on the date of execution of this permit.

Grantor covenants and warrants that she is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that she will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this _____ day of _____, 20 ____.

Jeannie M. Smith

(ACKNOWLEDGMENT)

NMNM-66666

Rock Stockpile Site Permit - continued

INSTRUCTIONS

- ① SERIAL NUMBER - Show identification in accordance with the applicable office code.
- ② GRANTOR - Grantors of land or interests therein must be identified in accordance with requirements of the State in which the land is located. (See *paragraph III.D.3.* of this chapter.)
- ③ DESCRIPTION - Legal description of property is written out. Map may be attached by reference. Instructions for preparation of the plat and narrative description are found in *paragraph I.A.* of this chapter.

Right of Entry and Permit to Conduct Archeological and Soil Investigations

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. IDI - 27226

RIGHT OF ENTRY AND PERMIT TO CONDUCT
ARCHEOLOGICAL AND SOIL INVESTIGATIONS

For the sum of \$ _____, and other considerations, if any, as provided herein,

ETHEL M. RIFE, as her separate estate, owner of record

RICHARD L. KINCHELOE AND STEPHANIE R. KINCHELOE, husband and wife

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), a nonexclusive easement for access to and the right to enter upon the following described real property situated in the County of Canyon, State of Idaho, to wit:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 9, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho.

The parcel of land to which the above description applies contains 40 acres, more or less.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

The easement herein granted is for access upon the property for the purposes of conducting archeological and soil investigations, including the taking of soil samples and mapping, in order to facilitate the exploration of Federal Minerals reserved under their property and reclamation of the surface _____, and _____ stated that they will allow the Department of the Interior employees and agents, access to and the right to enter upon the above described lands for the purpose of conducting archeological and soil investigations, taking soil samples, mapping, and all acts deemed necessary by the Department of the Interior, with the understanding that the United States will pay damages arising out of such activities of the Department of the Interior, Bureau of Land Management, and its agents and assigns.

Grantor shall provide a key for any gate lock maintained by the Grantor and/or permit the United States to install a lock in series with Grantor's lock wherever gates or fences would restrict access by the United States or its agents to said property.

IDI-27226
Page 1 of 2

Right of Entry to Conduct Archeological and Soil Investigations - continued

The interest granted herein will have a term of one year unless the United States determines there is a need to continue investigative work in which case the United States will notify the Grantor in writing of such need prior to the expiration date. Such notice shall automatically extend the interest granted for a period of one year. Such one year extensions may not exceed four (4) for a total term of five (5) years unless mutually agreed upon by both parties.

Grantor covenants and warrants that they are lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that they will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this _____ day of _____, 20__.

(Optional)

Accepted subject to approval of title by the Department of Justice.

(Signature of Authorized Officer)

ETHEL M. RIFE

(Title)

RICHARD L. KINCHELOE

STEPHANIE R. KINCHELOE

(ACKNOWLEDGMENT)

Right of Entry and Permit to Conduct Drilling Operations

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. IDI-27226

RIGHT OF ENTRY AND PERMIT TO CONDUCT DRILLING OPERATIONS

For the sum of \$ _____, and other considerations, if any, as provided herein,

(Name of Grantor)

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715), a nonexclusive easement for access to and the right to enter upon the following described real property situated in the County of _____, State of _____, to wit:

(Description of Property)

The parcel of land to which the above description applies contains _____ acres, more or less.

The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

The easement herein granted is for access upon the property for the purposes of conducting archeological investigations, selecting sites for drilling, conducting drilling operations, taking soil samples, and mapping. In order to facilitate the exploration of Federal lease able minerals reserved under their property and reclamation of the surface _____ and _____ stated that they will allow Department of the Interior employees and agents, particularly employees of the Bureau of Land Management, Bureau of Reclamation, and Geological Survey, access to and the right to enter upon the above described lands for the purposes of conducting archeological investigations, selecting sites, drilling exploration holes, taking soil samples, mapping and any other acts deemed necessary by the Department of the Interior, with the understanding that the United States will pay damages arising out of such activities of the Department of the Interior, Bureau of Land Management, its agents and assigns.

Grantor shall provide a key for any gate lock maintained by the Grantor and/or permit the United States to install a lock in series with Grantor's lock wherever gates or fences would restrict access by the United States or its agents to said property.

The interest granted herein will have a term of one year unless the United States determines there is a need to continue investigative work in which case the United States will notify the Grantor in writing of such need prior to the expiration date. Such notice shall automatically extend the interest granted for a period of one year. Such one year extensions may not exceed four (4) for a total term of five (5) years unless mutually agreed upon by both parties.

(IDI-27226)

Page 1 of 2

Right of Entry and Permit to Conduct Drilling Operations - continued

Upon selection of drilling sites and upon consultation with the above mentioned landowner and operator, the Department of the Interior, Bureau of Land Management, will provide a map showing the drilling sites and appropriate access routes to the drilling sites, which map will be attached hereto as Exhibit A and made a part hereof.

The site selection activities and drilling activities will be conducted pursuant to surface protection stipulations which will be agreed to by the parties hereto and attached to this permit as Exhibit B and made a part hereof.

At such time as the extent of soil sampling and soil sampling sites is known and upon consultation among the parties hereto, a map of said soil sampling sites will be attached to this permit and made a part hereof as Exhibit C.

The landowner and operation agree hereby to execute cooperative agreements with the United States as they become necessary, creating a long-term right of occupancy in the United States Department of the Interior, Geological Survey, for the purpose of installing well reading equipment and making periodic readings on certain drilling sites. The site of wells required for continued occupancy will be determined as a result of the drilling program. A copy of the proposed Agreement for Installation and Maintenance of Well Equipment is attached hereto and by this reference made a part hereof as Exhibit D.

It is understood that the consideration stated above is the consideration for the right of entry only, and that the United States will pay damages arising out of the activities described above conducted by the United States on the above properties.

(Optional)

Accepted subject to approval of
title by the Department of Justice.

Dated this _____ day of _____, 20__ .

(Signature of Authorized Officer)

(Title)

(ACKNOWLEDGMENT)

Agreement for Installation and Maintenance of Well Equipment

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. _____

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF WELL EQUIPMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between _____, hereinafter called Licensor, and the UNITED STATES OF AMERICA, and its assigns, Department of the Interior, acting by and through its agencies, the Bureau of Reclamation and the United States Geological Survey, hereinafter called the Licensee, pursuant to the Acts of March 3, 1909 (30 U.S.C. 81), June 22, 1910 (30 U.S.C. 83), and December 29, 1916 (43 U.S.C. 299), all of which were amended by the Act of June 21, 1949 (30 U.S.C. 54). Also the Act of July 14, 1960 (43 U.S.C. 1361-1383).

WITNESSETH:

For the sum of \$_____, and in consideration of the faithful performance by Licensee of all activities and conditions herein contained, hereby consents and agrees to the installation, maintenance, and use, and right of ingress and egress to and from wells and well reading stations described as follows, hereinafter referred to as Stations

The interest granted herein shall be a perpetual right of occupancy provided, that, at ____ year intervals the parties shall meet and discuss the terms of the agreement and revisions will be made where agreed upon; however, should the United States abandon the lands in question and fail to use its rights as granted hereunder, the right of occupancy shall revert in the Licensor.

The said Stations described above as well as the access routes are located as shown on Exhibit A which is attached and made a part hereof.

The said Stations and appurtenances thereof shall be maintained in a good, safe, and workmanlike manner.

The said Stations and appurtenances and all equipment tools for the maintenance and use thereof placed in or upon said described property shall remain the property of the Licensee and may be removed by the Licensee at its own cost and expense at any time during the life of this agreement. Upon removal or relocation of said Stations and appurtenances the Licensee shall restore said described property to as nearly as possible the same state and condition existing prior to the installation of said Stations and their appurtenances.

The Licensee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 U.S.C., 2671 et. seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Licensee's employees, acting within the scope of their employment, in the installation, use, maintenance, removal or relocation of said stations, appurtenances, equipment, and tools.

(Serial No.)
Page 1 of 3

Agreement for Installation and Maintenance of Well Equipment - continued

This agreement shall become effective on the day and year first above written, and shall continue in full force and effect until terminated by Licensee at any time on 30 days written notice.

No Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share of this agreement, or to any benefit arising therefrom, but this provision shall not be construed to extend to this agreement if made within a corporation for its general benefit.

The Licensor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Licensee the right to terminate the license, or, in its discretion to deduct from the license amount or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Licensor upon Licensees secured or made through bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business.

This agreement shall inure to the benefit of and be binding upon the successors, assigns, and transferees of the parties hereto, including successors of the Licensee in control of the project or the portion thereof affected by this agreement.

In witness whereof, the parties have caused these presents to be executed.

Dated this _____ day of _____, 20____.

(Licensor)

(Licensee)

(Address, including zip code)

By _____
(Authorized Officer)

(Title)

(Title)

Concurred: Geological Survey:

Concurred: Bureau of Reclamation:

By _____

By _____

(Title)

(Title)

(ACKNOWLEDGMENTS on Page 3)

(Serial No.)
Page 2 of 3

Notice of Use of Reserved Right-of-Way

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. _____

NOTICE OF USE OF RESERVED RIGHT-OF-WAY

WHEREAS, _____ (Owner of Record Name(s) here) _____ hereby confirms and recognizes the reserved Ditches and Canals Right-of-Way held by the United States over his patented land pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

WHEREAS, the United States now desires to exercise said reserved right-of-way to locate, construct, , use, maintain, improve, relocate, and repair an underground water pipeline over and across the following-described real property situated in the County of _____, State of _____, to wit:

(Description of Property)

The parcel of land to which the above description applies contains _____ acres more or less.

NOW THEREFORE, IT IS AGREED:

1. That said water pipeline is for the full use and enjoyment by the United States of America, its licensees, permittees, allottees, and agents in connection with the management of the public lands surrounding or adjacent to the lands herein described, including the right of ingress and egress thereto.

2. The United States shall have the right to install, in connection with such pipeline, valves and other appurtenances, pressure reducers, and such mechanical devices as shall be essential to accomplish the purposes of this grant of right-of-way and easement. Except for any standpipe or other device to bring water to the surface for livestock and wildlife, and/or for human consumption or other human use, the said pipeline system shall be buried underground to such depth and with such safeguards as not to create a hazard. Initially, it is contemplated that the pipeline will be approximately _____ inside diameter, but any section or sections of the pipeline system may be installed with or replaced by pipeline of greater size or dimension or diameter.

3. The United States shall satisfactorily backfill any trench dug in connection with the construction and maintenance of said pipeline system and shall restore the surface of said easement to substantially the same condition as existed prior to disturbance using crested wheatgrass to rehabilitate the surface where reasonably practicable. In the event that any damage is incurred to private improvements during installation or construction of the pipeline, the law provides for compensation to the landowner for actual damages incurred.

Serial No.
Page 1 of 2

Notice of Use of Reserved Right-of-Way - continued

Dated this _____ day of _____, 20__.

(Signature of Authorized Officer)

(Title)

(ACKNOWLEDGMENTS)

Serial No.
Page 2 of 2

Special Power of Attorney

SPECIAL POWER OF ATTORNEY

I, Helen Frontino, on this _____ day of _____, 20____, make, constitute and appoint Mitch Milich my lawful attorney-in-fact, with special power as described below:

My attorney-in-fact will have the power to grant, bargain, sell and convey the property described below on my behalf pertaining to the Jacksonville Woodlands Land and Water Conservation Fund Project, Serial No. OR 54411. He will have power to make and deliver any conveyances, deeds, and other instruments, of whatever kind and nature of which my attorney in his discretion deems for my best interests. This Power of Attorney is valid for the herein described sale of land only and does not apply to any other situations or property.

The property for which my attorney-in-fact will have the power to trade to the United States Government is described as follows:

A parcel of land in the County of Jackson, State of Oregon, containing 26.78 acres, more or less, bounded and described as follows:

The Southeast Quarter of the Northwest Quarter of Section 31, in Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon, lying Southeasterly of State Highway No. 238. EXCEPTING THEREFROM the following: Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of the Section 31, in Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence South 0°17'50" West along the East line of said Quarter-Quarter, 258.80 feet; thence West, 710.49 feet to the Easterly right of way line of Highway No. 238; thence along said Easterly right of way line as follows: Northeasterly on the arc of a 602.96 foot radius curve left, 17.45 feet (long chord bears North 26°20'35" East, 17.45 feet) to a point of tangent, North 25°30'50" East, 197.18 feet to a point of curve; thence continue Northeasterly along said Highway line to the North line of the Southeast Quarter of the Northwest Quarter of said Section 31; thence East along said line, 590.28 feet, more or less to the true point of beginning.

I authorize my attorney-in-fact for me and in my name to do and perform all and every act and thing whatsoever requisite and necessary to be done regarding the property described above as set out in this Special Power of Attorney.

I expressly declare that I am familiar with the provisions of ORS 127.005 and the powers of my attorney-in-fact will be exercisable by my attorney-in-fact on my behalf notwithstanding that I may become legally disabled or incompetent.

Helen Frontino

ACKNOWLEDGMENT on Page 2

OROR-54411
Page 1 of 2

Release of Interest

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Serial No. COCO-56789

RELEASE OF INTEREST

I, MARY D. JONES, being the spouse of RICHARD D. JONES, and being first duly sworn, do hereby release all rights of community, homestead, dower, curtesy and other interests I might have as the spouse of RICHARD D. JONES in the following described lands:

(Description of Property)

The parcel of land to which the above description applies contains _____ acres, more or less.

This release is executed for and in consideration of the purchase of the above-described property (or list other interest in land) and the mutual covenants and agreements contained in the Warranty Deed (or title of other deed) executed by _____, dated _____ and recorded in Book _____ at Page _____, _____ County, (State) _____.

Dated this _____ day of _____, 20_____.

Mary D. Jones

(ACKNOWLEDGMENT)

COCO-56789

Signature Blocks

1. Individuals who can write - no change in form needed

2. Individuals who cannot write

Witnesses to the mark of Jane Doe

Witness

Jane Doe

Her _____ Mark

Witness

3. Fiduciaries

Henry S. Jones
Guardian of the person and estate of Jane Doe, a minor

Henry F. Jones
(Administrator) (Executor) (Personal Representative)
(Trustee) of the Estate of Jane Doe, deceased

4. Partnership

BELL MOUNTAIN LUMBER COMPANY

By _____, Partner
John A. Smith

By _____, Partner
Robert T. Jones

-OR-

John A. Smith

Robert T. Jones
Partners doing business as Bell Mountain Lumber Company

Signature Blocks - continued

5. Corporation

FIRE MOUNTAIN LUMBER COMPANY, INC.

(Corporate Seal)
(if required in your state)

By _____
President

Attest _____
Secretary

6. Trust

OWENS FAMILY REVOCABLE TRUST

Martin C. Owen, Trustee

Wilamine O. Owen, Trustee

7. Attorney-In-Fact

William C. Emmons

Melva Jean Emmons

by Gerald R. Scott, Attorney In Fact

8. County - Depends upon county designation and whether there is a Judge, or not

By _____
(Judge) (Commissioner)

By _____
Commissioner

Signature Blocks - continued

9. State - The exact set up of the signature block will vary according to how title is held and which and how many of the commissioners sign. The State will usually affix an attest of the Secretary and approval of the appropriate official. Refer to BLM and State Cooperative Agreements for the form of instrument, if you have one available. Two examples follow:

By _____
Governor

By _____
State Land Commissioner

-OR-

STATE BOARD OF LAND COMMISSIONERS

By _____
Governor of the State of _____ and
President of the State Board of Land Commissioners

Countersigned by:

By _____
(Secretary of State) (Clerk of the State Land Board)

By _____
Director, Department of Lands
or
Director, Department of Forestry
or
Director, Department of Transportation
or
Director, Department of (Fish and Game) (Game and Fish)

Acknowledgments and Notary Blocks - continued

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20____, personally came before me, a notary public in and for said County and State, the within-named _____, partner, _____, partner, and _____, partner to me personally known to be the identical persons described in and who executed the within and foregoing instrument on behalf of _____, a partnership, and acknowledged to me that they are the members composing said firm (and on oath stated that they are authorized to execute said instrument), and that they executed the foregoing instrument as the free and voluntary act and deed of said partnership firm.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. (This paragraph is not required in some states.)

Seal

Notary Public in and for the
State of _____
Residing at _____ (Not required in
Some states)
My commission expires: _____

TRUSTEE ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, personally came before me, a notary public in and for said County and State, appeared _____ and _____ known or identified to me to be the Co-Trustees of the _____ Trust, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. (For Warranty Deeds do not include "for the uses and purposes therein mentioned.")

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. (This paragraph is not required in some states.)

Seal

Notary Public in and for the
State of _____
Residing at _____ (Not required in
some states)
My commission expires: _____

Acknowledgments and Notary Block - continued

ATTORNEY-IN-FACT ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

On this ____ day of _____, 20__, personally came before me, a notary public in and for said County and State, the within-named _____, who, being duly sworn, did say that (he)(she) is the attorney-in-fact for _____ and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. (This paragraph is not required in some states.)

Seal

Notary Public in and for the
State of _____
Residing at _____ (Not required in
some states)
My commission expires: _____

WITNESS ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

On this ____ day of _____, 20__, personally appeared _____, personally known to me to be the same person who was a subscribing witness to the foregoing instrument, who, being sworn, stated that (he) (she) resides at _____ and that (he)(she) knew _____, the person(s) described in and who executed the foregoing conveyance, and (he)(she) acknowledged said instrument to be their voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. (This paragraph is not required in some states.)

Seal

Notary Public in and for the
State of _____
Residing at _____ (Not required in
some states)
My commission expires: _____

Acknowledgment and Notary Blocks - continued

PERSONAL REPRESENTATIVE OF ESTATE

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of _____, and acknowledged to me that _____ executed the same as such Personal Representative.

Seal

Notary Public in and for the
State of _____
Residing at _____ (Not required in
Some states)
My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT (BLM OFFICIALS)

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, who being duly sworn, did say (he)(she) is the _____ of the Bureau of Land Management and that he/she executed the foregoing document by authority of and in behalf of the United States of America; and he acknowledged said document to be the act and deed of the United States of America.

Seal

Notary Public in and for the
State of _____
Residing at _____ (Not required in
some states)
My commission expires: _____

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H-2100-1 ACQUISITION
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Chapter VI - Negotiation

I. **Introduction.** BLM has a rapidly expanding acquisition program and a variety of methods which may be employed in acquiring real property. The BLM realty specialist whose job it is to acquire these properties (negotiator) will face many different situations in negotiating these various transactions. This chapter is designed to aid the negotiator in handling the most common situations encountered regardless of the method of acquisition employed or the type of rights being acquired. A negotiator's thorough knowledge of BLM's acquisition policy and the laws and requirements governing Federal acquisitions is vital to the effectiveness and productivity of the acquisition program.

A. **Adequate Planning.** The acquisition of a specific tract should be planned as far in advance as possible to allow adequate time to complete all acquisition requirements and include sufficient time for thorough negotiations to be conducted. Details of the acquisition process and requirements are included in other chapters of this Handbook.

1. **Unplanned Acquisitions.** Frequently a tract of land or an interest in land may unexpectedly become available for acquisition. In these cases, an adjustment in the acquisition workplan may be necessary to take advantage of the opportunity. If the property is not listed with a realtor, we should notify the landowner of our interest and inform the owner that payment of a sales commission may be avoided if listing is deferred until the BLM offer is considered. If a needed tract of land is already listed for sale with a realtor, a BLM offer to purchase must be made quickly to avoid its sale to another party. An assessment should be completed which addresses:

- a. The relative priority of this acquisition, including its management benefits and the possibility that completion of other acquisitions may be delayed.
- b. The availability of funds (including the use of LWCF Emergency/Inholding or reprogrammed funds) and our capabilities to acquire the tract.
- c. Preliminary evaluation of any survey, title, hazardous materials, or other issues.
- d. Any environmental, political, or other issues present.

If, after consideration of the above items, it is decided to proceed with the acquisition, the realtor should be notified of our interest. This notification should be in writing and should give an approximate date that we may be able to present an offer. Our processing requirements should be discussed, particularly the fact that our offer will be based on our approved appraisal, rather than at the listing price. We should also request that we be informed of any competing offers made to acquire the property.

2. **Use of a Facilitator.** The use of a third party acquisition facilitator can often significantly increase our acquisition accomplishments. These facilitators are especially valuable when the Seller is highly motivated to sell and/or the property is being marketed for sale and BLM funding for the acquisition may not be available for a year or more. The facilitator may be either a nonprofit organization or a private real estate consulting firm. The following items should be discussed with the facilitator:

- a. Description of the property(s) to be acquired.

b. Name(s) of property owners.

c. BLM reimbursement plan and schedule. If funding is not currently available, the facilitator should be informed of the status of the funding request and must recognize funding is not assured.

d. Landowner's timetable to sell. If a property is listed for sale, the facilitator must agree to act immediately and to expend earnest money and possibly purchase the property and hold it for an extended period before the BLM purchase and reimbursement can occur.

e. The roles and responsibilities of each party should be agreed upon and cover such items as obtaining title evidence, clearances needed, survey issues, appraisals, etc.

f. A Letter of Intent should be executed with the facilitator. (*See Chapter IV - Planning, Programming and Budget.*)

B. Role of the Negotiator. A realty specialist who has been trained in the acquisition of real property should normally be given the assignment of acting as the Agency representative in negotiating an acquisition. In this role, the negotiator is the principal BLM contact with the landowner on all matters relating to the acquisition process. Managers should not compromise their decision making role by acting as the negotiator.

C. Negotiator - Landowner Contacts. The success of any acquisition or project is greatly influenced by the skill, courtesy, fairness, and reliability of the negotiator. Also it is common that BLM will be dealing with the same landowner on other acquisitions so a favorable experience on the first acquisition will enhance the successful completion of later acquisitions and in negotiations with neighboring property owners.

II. Principles.

A. Consultation with Landowners.

1. Obtain Permission from the Landowner. There is no inherent right for a Federal employee to enter or cross private property without first obtaining permission from the landowner. (*See Illustration 1*). Permission to enter upon private land should be secured in writing and should be obtained during preliminary discussions with the landowner on the proposed acquisition. Acquisitions from absentee landowners make personal contacts difficult so a telephone call to the owner about the acquisition and the need for permission to enter on the property is recommended prior to sending a permission to enter letter. If permission to enter is denied, the State Office Realty Specialist should be consulted for available options in obtaining this permission.

2. Involve the Landowner in Preliminary Planning. This requirement is not needed for many land acquisitions, particularly where the owner has listed the property for sale, but is very important in the acquisition of access and conservation easements. In these cases, preacquisition meetings with landowners concerning our management plans, the need for the acquisition, and how the acquisition will proceed are very important. These discussions will enable BLM to address in advance many of the landowner's concerns and reduce the complexity of later negotiations.

B. Compliance with The Uniform Act (P.L. 91-646) (42 U.S.C. 4601). All acquisitions of real property must be conducted in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This act is often referred to as The Uniform Act or URA.

1. Title I of the URA (General Policies). This title establishes requirements pertaining to the acquisition of private property by Federal agencies and acquisition projects by non-Federal agencies receiving Federal assistance for the project. The Act sets acquisition standards for the acquisition process and for the treatment of any landowner or other person displaced as a result of the acquisition of private property. The purpose of this Act is to ensure an expeditious and cost effective acquisition process and a consistent and fair treatment of persons displaced as a result of the acquisition.

2. Title II of the URA (Relocation). This title covers relocation assistance and requires that fair and equitable treatment be afforded to any person living on the property to be acquired who qualifies as a Displaced Person under the Act. In most cases, landowners involved in a BLM acquisition will not be offered assistance under this Title, but laborers, caretakers, tenants, or other occupants of the land may be entitled to these benefits. (See Chapter IX - Relocation.)

3. Title III of the URA (Acquisition Requirements). This title states the requirements which a Federal agency must follow in the acquisition process. Key requirements of this title are:

- a. Conduct negotiations in an expeditious, fair, and non-coercive manner.
- b. Appraise real property before initiation of formal negotiations and give the landowner the opportunity to accompany the appraiser in the inspection of the property.
- c. Establish the amount believed to be just compensation for the property to be acquired and make a prompt offer to purchase the property at a price not less than this amount. A letter stating the basis for payment of just compensation must be given to the landowner before the initiation of formal negotiations.
- d. Offer to acquire any uneconomic remnant of a property which is created by BLM's acquisition project. (See *BLM 9310 - Real Property Appraisal Manual*). An uneconomic remnant is defined in 49 CFR 24.2 as: "...a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner." The following is an explanation of "Uneconomic Remnants" by the Legal and Procedural Differences Subcommittee of OMB's Relocation Assistance Implementation Committee:

"An uneconomic remnant is a parcel of land remaining in fee ownership as a result of a partial acquisition of the property and which has little or no utility or value to the owner.

"The size or fair market value of such a parcel is not to be considered as the basic criteria for determination of 'uneconomic.' Rather if such parcel would have little or no utility or value to the owner the parcel is to be considered an 'uneconomic remnant.'

“Where there are two or more parcels remaining as a result of the partial acquisition, each parcel is to be considered on its own merits for the determination of ‘uneconomic.’ Consequently, if one of the remaining parcels is considered to be ‘economic’ to the owner in the after condition, the agency will not offer to acquire such parcel. Accordingly, property acquisition requiring determination under this section will be handled on a case-by-case basis.”

“However, regardless of the present or potential estimated fair market value of a remainder parcel or the fact that such parcel may have value to a potential purchaser, if the parcel is determined to be ‘uneconomic’ on a Federal or federally assisted project, the agency shall offer to acquire the parcel.”

If the uneconomic remnant is not needed by BLM and this fact is documented in the acquisition plan, the uneconomic remnant may be disposed of by sale or exchange. However if the property is part of a project to be acquired with LWCF funding, and disposal of the uneconomic remnant is contemplated, the uneconomic remnant must either be partitioned from the remainder of the property to be acquired by the United States or, a third party should be involved to acquire the entire parcel and partition the uneconomic remnant from the remainder of the property to be acquired by the United States. The partitioned property would then be processed and disposed of through a separate transaction with the continued assistance of a third party facilitator or a nonprofit organization. You are encouraged to consult with your State Office Realty Specialist if acquisition of an uneconomic remnant appears necessary.

C. Negotiated Purchase Price. A fair price must be offered for all acquisitions. The consideration paid by BLM for an acquisition is normally the appraised value; however, it may be more or less than the appraised amount under certain conditions. In some cases an agreement cannot be reached with the landowner at the appraised value and the property cannot be acquired unless a higher offer is made. Thorough negotiations discussing all acquisition issues including value is a prerequisite if condemnation is authorized and may be requested to complete the acquisition.

1. Acquisitions Utilizing LWCF. BLM has no authority to make offers or settlements over the appraised value for acquisitions purchased with LWCF appropriations unless such settlement is approved in advance by Congress. This restriction applies to the acquisition of lands, conservation easements, and other interests in land acquired with LWCF. Congressional approval is difficult to obtain and should only be requested for acquisitions which are of the highest priority for BLM programs, or when the acquisition is needed to prevent serious damage to resources on public lands. The State Office Realty Specialist should be informed in advance when considering an over-appraisal settlement. The process of obtaining Congressional approval is considered to be a reprogramming action as discussed in Chapter IV. (*See Chapter IV - Planning, Programming, and Budget.*)

2. Non-LWCF Acquisitions. Negotiated settlements may be made by BLM for access easements and other acquisitions funded by sources other than the LWCF. A Field Office manager may approve over-appraisal settlements which are no more than \$2,000 over the appraised value in accordance with BLM Manual 1203. Settlement amounts which exceed \$2,000 over the appraised value must be approved by the State Director.

3. Donations: In some cases, a landowner or third party facilitator, after being informed of his/her right to receive just compensation, may offer a partial or full donation of land or interests in land. This situation can occur if a landowner is highly supportive of the BLM program and/or if there are tax advantages available from a below-appraisal transaction. The same justifications are required for acceptance of a donated property as for any other type of acquisition.

4. Revised Offer. Thorough negotiations must be conducted to acquire property at the appraised value. If an agreement over value cannot be obtained, the landowner should be asked to provide any new information which may not have been considered in the BLM approved appraised value. Any information received should be given to the appraiser for consideration and may result in a change in the approved appraised value. If the appraiser determines that no adjustment in the appraised value is justified, the BLM may consider making a revised offer above the appraised value for access easements and other acquisitions funded by sources other than the LWCF. It must be remembered that a revised offer is an administrative settlement offer based on management factors which cannot be considered in the appraisal process. Agreement should be reached with the landowner on all issues except value before a revised offer is contemplated. Consideration must also be given to the effect a negotiated settlement will have on present and future negotiations for other acquisitions in the area.

a. Negotiated Settlement. A negotiated settlement should not be considered if the difference in value may be due to appraisal issues. Some of these issues are:

- A change in the legal description of the property is made after the original appraisal has been completed.
- New comparable sales data or other information is discovered after the original appraisal is done which may support a different value from the one being negotiated.
- Evidence is uncovered that one or more elements of the appraisal may have not been fully considered, such as the availability of access or utilities.
- The appraisal has become outdated due to changes in market conditions.

If any of these factors apply, an appraisal update or new appraisal should be requested before negotiations continue.

b. Coordination between Negotiator and Authorized Officer (AO). The negotiator does not have authority to approve an over-appraisal settlement; therefore, it is important that the AO be kept informed on the status of negotiations. If the parameters of a potential revised offer have been discussed in advance with the AO, the negotiator may be able to address any counteroffers from the landowner immediately and be able to tell the owner that the amount of the revised offer requires management approval but will likely be accepted. This degree of coordination will facilitate the acquisition and avoid situations where a landowner will want to negotiate directly with the decision maker.

5. Documentation of Negotiated Purchase Agreements. The negotiator must thoroughly document the rationale for an over-appraisal settlement and the amount of settlement above the appraised value. (*See Illustration 2.*) Use the following guidelines to document the proposed settlement.

- a. A statement that thorough negotiations were conducted to acquire the property at the appraised price. Recite the reasons why the negotiations at the appraised value were unsuccessful and include any counteroffers, if any, made by the landowner. There should be a listing of the appraised value, the cost of reappraisal, and other administrative costs saved by the negotiated settlement.
- b. A statement of the cost savings to the United States by accepting the negotiated price.
- c. A statement as to why a settlement is in the interest of the United States.
- d. Signature blocks for the Authorized Officer recommending the settlement and the appropriate approval signatures.

D. Separation of Appraisal and Acquisition Functions. Negotiations for an acquisition by the same person who made the appraisal of the property should be avoided. (See 49 CFR Part 24.103 (e)). The only exception to this rule is with low value fee and easement acquisitions where the value of the acquisition is less than \$2,500 and there are no complex issues such as damages to the remainder property and/or severance. It is recommended that this procedure only be used when:

- The highest and best use of the property can readily be determined.
- No damage to the remaining property is likely in the case of partial acquisitions such as road easements.
- Sales data of comparable transactions are available and can be documented in the valuation estimate.

It is also recommended that the negotiator making these estimates be designated by the State Chief Appraiser as being qualified to perform this role. (*See Illustration 3.*)

E. Coordination between Negotiator and Appraiser. A close working relationship between the negotiator and the appraiser is crucial in avoiding misunderstandings and delays in the acquisition process. The appraiser should be involved in most phases of the acquisition from preliminary project or acquisition planning and may often be consulted during negotiations process. In addition to providing information of valuation issues, the involvement of the appraiser is needed in the scheduling and selection of appraisers and appraisals necessary to the success of the project. This association will also enable the negotiator to become better informed on valuation issues and to more effectively answer landowner questions on these matters.

III. Interviews with Landowners. Initial interviews may be meetings with landowners or their agents but are often conducted over the telephone with absentee landowners or when long distances are involved. They should have the objective of developing a working relationship with the landowner and establishing the negotiator as the primary contact person of the agency. These meetings should describe the acquisition process and the tentative schedule for the actions to take place and discuss all landowner issues and concerns over the acquisition.

A. Offer Interview. The formal negotiations of the acquisition begin with the offer interview which takes place after the appraisal is completed. The "Just Compensation Letter" (*See Illustration 4.*) should either be sent certified mail, or be given to the landowner at the time of this interview. If delivered in person, two copies of this letter should be given to the landowner and a signed copy retained by BLM.

1. Inquiry of Owner Regarding Claims Not of Record. The negotiator must inspect the land to be acquired and complete the initial Certificate of Inspection and Possession. The owner should be asked about any rights of possession or other interests held by other parties to properly complete this form. (*See Chapter VII - Title Evidence/Clearance.*)

2. Negotiation Documentation. Documentation of all contacts, correspondence, electronic mail, facsimiles, conversations, etc. between the owner or agent is crucial. These reports become part of the official casefile providing continuity in the event of personnel changes in the agency and documentation when legal action may be considered when a negotiated agreement cannot be reached.

a. Function of the Documentation.

- Provides the negotiator with a chronological record of the negotiation process to prevent omissions or misunderstandings.
- Informs other Agency personnel of progress on the case.
- Provides the chronological and factual data necessary for the Statement of Negotiations if a condemnation action is initiated.
- Provides a historical record of the negotiations process in the event of future acquisition disagreements between the landowner and the United States.

b. Types of Documentation.

- Copies of all written correspondence (letters, e-mail messages, faxes, etc.) between BLM and the landowner and other parties related to the case.
- Confirmation of telephone conversations with the landowner and other involved parties.
- Memoranda to the file and any personal conversations with the landowner or involved parties.
- Miscellaneous items - copies of letters of agreement, invoices, receipts for registered mail, etc.

B. Guidelines for a Successful Interview. Plan the objectives of the meeting and allow sufficient time to fully discuss them. A checklist for a successful interview is included. (*See Illustration 5.*)

IV. Negotiation Issues. In the course of acquiring real property for the benefit of BLM programs, it occasionally becomes necessary to deal with requests to either grant rights in addition to those normally conveyed by BLM documents or to restrict some of these rights. Following is a discussion of some of the more common items requested.

A. Options and Contracts. Most real estate transactions between private parties involve the execution of sales contracts or purchase options which establish the conditions of the purchase agreement between the buyer and seller. These contracts usually require a deposit of earnest money which is applied to the purchase price at closing, or if the transaction does not close, is either returned to the buyer or paid to the seller depending on the reasons the transaction is not completed. BLM is often negotiating with real estate firms and other representatives of the landowner and is requested to enter into similar contracts and/or options.

BLM's authority to acquire real property includes the right to enter into contracts and options as long as these agreements do not involve the expenditure of Federal funds. Therefore, BLM cannot purchase an option or deposit earnest money or other fund as part of a contract to purchase. (*See Appendix 1.*)

The preferred method of entering into these purchase agreements is by execution of an Offer for Purchase of Land or Offer for Purchase of Interest in Land. (*See Chapter V - Document Preparation.*) These documents are normally prepared by BLM for execution by the landowner/representative. Upon execution by the Seller and completion of all remaining Federal acquisition requirements, the Notice of Acceptance clause in the Offer can be signed by the Authorized Officer. The Offer should then be sent to the Seller and a closing date scheduled.

If another form of contract or option is used, the document must be reviewed and approved by the State Office Realty Specialist prior to use.

B. Reversionary Clauses. Generally any clause in a deed which provides for the title to revert back to the landowner should be avoided. Remember that all LWCF acquisitions must be perpetual. An example of such a reverter would be the purchase of an access road easement with the provision that the easement would revert back to the Grantor after a specified period of non-use by the United States. Refer to Department of Justice Standards for the Acquisition of Real Property by Federal Agencies for specific guidance and consult the State Office Realty Specialist if this situation is encountered in negotiations. The Department of Justice must approve the use of any language which could constitute a reversion of rights to be acquired.

Occasionally a tract of land is offered as a gift (donation) to BLM for the purpose of erecting a specified permanent improvement or facility. This donation may be conditioned by a provision that construction must be started by a certain date. Fee title may be accepted with prior approval of the language in the reverter clause by the Department of Justice (DOJ) and with preliminary and final approval of title by DOJ. Generally this wording can be accepted if the expenditure of funds for construction or commencement of construction will terminate the reverter. A reverter conditioned upon completion of construction by a certain date cannot be accepted.

C. Right of First Refusal.

1. Right of First Refusal for BLM. On some occasions BLM may acquire an easement from a landowner yet may wish to acquire the remaining fee estate in the property at a later date. In this situation it may be desirable to acquire a right of first refusal from the landowner. If it must be considered, the use of this provision is to be approved by the State Office Realty Specialist prior to its use. The following wording should be used:

“Grantor grants a Right of First Refusal for the purchase of the property by the United States of America, consideration based upon a fair market appraisal. The Right of First Refusal shall constitute a real property interest in the Property that runs with the land (forever OR for the term of years equal to the term of the easement, plus one year). The Right of First Refusal shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. If the United States of America declines to purchase the property, the Right of First Refusal shall be released within sixty (60) days from the written notification that the Grantor is disposing of the property using a recordable instrument delivered to the Grantor releasing the right, title and interest of the United States of America in and to the property.”

2. Right of First Refusal for Grantor. Occasionally a landowner, usually a special interest group or realty facilitator, will request they be given the right of first refusal if BLM should ever consider disposing of the land or interest in land by sale, exchange or other method. The Department of Justice has consistently refused to accept any such provision in the conveyance document. This type of a provision could present a problem if legislation was passed requiring BLM to dispose of properties in a certain manner or to a specific entity.

D. Defeasible Fee Title. Lands may be acquired by donation when the deed contains a provision that no permanent improvements are to be placed on the land provided this restriction is in accord with BLM resource management plans for the area. These cases should be discussed with the State Office Realty Specialist and the deed approved before negotiations are initiated. This restriction cannot be accepted when a tract is to be acquired by purchase.

E. Life Estate. Lands may be acquired with a provision in the deed reserving the right of the landowner and his/her spouse to occupy the property for the remainder of their lives. (*See Chapter V - Document Preparation.*) A determination to accept such a reservation must consider the impact of this occupancy on BLM programs and the potential liability due to occupancy of the dwellings. The appraised value of the property will be reduced by the life expectancy of the Grantors. Actuarial tables are available for use by the appraiser in making this adjustment to the appraisal. Remember that life estate (use) reservations extinguish eligibility for relocation assistance. Care should be taken to ensure that the reservation is made for the use and occupancy of a specific person or persons for residential purposes of the residence and needed outbuildings on only sufficient land to constitute a residential lot, and that the reservation is subject to the rules and regulations of the Secretary.

1. Term of the Reservation. A reservation will be for the occupancy of a specific person or persons in occupancy at the time of acquisition who need not necessarily be the record title holder. Such reservation shall be non-transferable. Reservations may be made for the reserver's lifetime or for a specific term of years.

2. Appraised Value of Reserved Land and Buildings. The appraised value of the land and buildings included in the reservation should be discounted at the rate of one percent per year for the term of the reservation. For the purposes of discounting, the term will be the life expectancy of the youngest occupant in accordance with actuary tables published by the Department of Health and Human Services.

3. Fire and Casualty Insurance. The occupant, or reserver if other than the occupant, should be advised to carry fire and casualty insurance payable jointly to him/her and the United States in a sufficient amount to repair or replace the building(s) should they be damaged or destroyed. In the absence of such insurance, the United States is under no obligation to repair or replace such buildings.

4. Maintenance of Reserved Premises. The occupant shall be responsible for upkeep and maintenance of the reserved premises, and along with the reserver if different from the occupant, shall hold the United States harmless on account of the occupancy under the reservation.

F. Limited Warranty. Some entities are unable or unwilling to convey title to lands by general warranty deed. This situation may occur when negotiating with State entities, municipal corporations, and fiduciaries or others acting in a representative capacity. The DOJ must be consulted in these cases and approve title to lands conveyed by special warranty or similar deed. Titles conveyed by special warranty deed may be approved if all of the following conditions are met.

1. The title is otherwise acceptable.
2. The acquiring agency has tried unsuccessfully to get a general warranty deed and is satisfied the grantor's inability or unwillingness to grant by general warranty deed is justified.
3. The acquiring agency is willing to accept title conveyed by less than a general warranty deed, and
4. The acquiring agency will obtain title insurance in the full amount of the purchase price.

G. Acquisitions Associated with IRS "1031" Procedures. It is becoming common that a landowner is selling property to the United States as part of a land exchange as authorized by the Internal Revenue Service (IRS). This procedure may involve the sale of property to BLM and the purchase of other property by the Grantor within a specified period of time and provide certain tax benefits to the Grantor. BLM funds are deposited into escrow to be held by a Qualified Intermediary until the exchange is completed. Refer to IRS Publication 544, Sales and Other Dispositions of Assets, which has a detailed section on like-kind exchanges. You may also find considerable information on the use of IRS "1031" procedures from local banks, mortgage or investment brokers, realtors or from any number of "online" sources. The following provision should be included in the escrow instructions for these transactions:

The United States of America acting by and through the Bureau of Land Management (Buyer) is aware that the Seller is to perform a 1031 Tax Deferred Exchange. Seller has requested Buyers cooperation in such an exchange, and agrees to hold the Buyer harmless from any and all claims, liabilities, costs, or delays in time resulting from such an exchange. Seller has entered into an agreement with _____ (Name and Address) _____, to act as their Qualified Intermediary in facilitating said exchange.

V. Negotiations Issues - Easements. The acquisition of easements over private land for conservation of resources or access to public land often require recognition of special situations which will result from BLM's acquisition of only a partial interest in the land rather than fee simple ownership. These special situations/issues must be identified and resolved in negotiations. These issues clarifying the rights acquired by BLM and retained by the private landowner should be thoroughly covered in the easement deed. However, agreements involving things to be done by either the United States or the grantor, which would be satisfied by the carrying out of the obligation, should not be included in the easement deed. Such items have no effect upon the basic title to the land, i.e., fence construction, approaches to existing roads severed by the easement right-of-way, etc. Their inclusion could imply a continuing maintenance responsibility when such is not the intention. In acquiring access easements, most provisions required to satisfy these situations should be covered under side agreements, like Letters of Agreement, with landowners rather than inserted into the conveyance document (deed).

A. Letters of Agreement. Agreements made with the landowner and assurance that the work will be done, which are not reservations, can usually be handled by a Letter of Agreement. These agreements should be used to detail conditions of use and/or other activities to be performed by either party to the easement. Letters of Agreement may include such items as fence construction and maintenance, dust abatement, etc. All Letters of Agreement and other forms of agreement documentation must begin with, "As a condition of granting easement (Serial Number) across a portion of your property located in ..." Items related to the use of an easement by the United States and its assigns can usually be handled by a Letter of Agreement signed by the Authorized Officer. This letter should contain reference to the easement and itemize the agreed stipulations and recite the authority for any Federal expenditures. (*See Illustration 6.*) Because of their nature and content, letters of agreement are not generally recorded; however, their binding affect on the parties to the agreement are not diminished if not recorded.

1. Labeling. A Letter of Agreement should be prominently labeled as such and filed conspicuously in the official casefile to avoid it being overlooked. Extra copies should be provided to all affected offices and staffs to insure that all conditions agreed to regarding use of the easement will be followed.

2. Consistency with Management Purposes. The agreement should not contain any provision inconsistent with our management purposes or with the type of easement obtained. For example, there should usually be no provision to maintain a locked gate on exclusive (control) easements. When the agreement covers activities such as the construction of fences or the planting of trees as a buffer, the agreement should not cover maintenance of these items and no commitments can be made which obligate the expenditure of funds not currently available.

3. Legality of Letters of Agreement. Landowners and some BLM officials have questioned whether letters of agreement are legally binding. A Regional Solicitor's opinion has addressed the legality of these Letters of Agreement. The Solicitor's opinion found that when two or more written agreements are executed by the same parties at the same time, they are considered to be part of one transaction and therefore binding on the parties to the agreements. (*See Appendix 2.*)

B. Use of Special Provisions in Easements. This chapter includes a listing of special provisions which experience has shown will cover most situations. It will provide previously approved solutions to many of the situations which arise in the easement acquisition program. Some of the provisions are restricted to use in temporary easements and are so indicated.

1. Placement in the Deed. When the use of a special provision is needed in the deed, the provision should be placed after the legal description. If the number of special provisions is extensive, reference can be made to an Exhibit B - Special Provisions, with the wording "attached hereto and made a part hereof."
2. Written Approval Must be Obtained. Any new provision or any deviation from the wording of these provisions must be approved in writing by the State Office Realty Specialist and the appropriate Regional/Field Solicitor before inclusion in the easement or Letter of Agreement.
3. Limiting the Rights being Acquired. No provision should be added which reduces, or is in conflict with, the rights appraised and described in the deed. Adherence to standard provisions and forms will avoid ambiguities in interpretation and potential disagreements in administration of the easement.
4. Structures on the Easement Properly Identified. When a deed or Letter of Agreement provides for the construction of a structure, its location should be tied to an identifiable point such as a road survey station or an easily identified permanent landmark. These ties should be shown in the deed.
5. Authorization for the Expenditure of Federal Funds. All provisions requiring the expenditure of Federal funds must be addressed and supported in the appraisal. No commitments for expenditures may be made unless they can be accomplished with currently available appropriations. This provision is a requirement of the Antideficiency Act of 1982. (96 Stat. 923, 31 U.S.C. 1341(a)(1), (1983 Edition).
6. Indemnification. Landowners may request inclusion of a provision to indemnify or hold them harmless from Federal activities on the easement area. Any such provision to indemnify the Grantor should be avoided unless it is authorized by special legislation. The Comptroller General has held that such a provision may obligate the United States to pay costs related to claims for losses, liabilities, and litigation expenses of the landowner which are not covered by current appropriations. If it must be considered, the use of this provision it is to be approved by the State Office Realty Specialist prior to its use. The following wording has been approved for use.

"The Grantee shall be liable for all damages caused by the exercise of the rights herein granted to the extent provided by the Federal Tort Claims Act, 28 U.S.C. 2671-2680." (See *Chapter V - Document Preparation.*)
7. Cash Settlements. Cash payments may be made to Grantors in lieu of BLM construction of certain structures if it is determined to be in the Government's interest to do so. If a landowner insists on payment for the construction of fences or other structures not critical for property control of the roadway, it may be advisable to do so. Any payments made by BLM should be based on reasonable costs data for the work involved. These cost figures are usually available from BLM engineering staff. When a facility is considered necessary, BLM construction of the improvement is recommended; however, if a payment is made, an agreement should be developed to assure that the facility is constructed to our standards.
8. Specific Items.
 - a. Reverter Clause. Generally, no abandonment of BLM easements is planned; therefore, we would rarely consider acceptance of a reversionary clause. If it must be considered, the use of this provision should be discussed with the State Office and Regional/Field Solicitor prior to use.

The following wording has been approved for use.

“This easement shall revert to the Grantor or successors and assigns upon receipt of written notice from the United States or its assigns that said easement is no longer being used for the purposes described herein. Upon request, said notice will be in the form of a recordable instrument.”

b. Moving Expenses. The payment of moving expenses or relocation expenses to qualified occupants on the property to be acquired is authorized under appropriate conditions under the relocation section of The Uniform Act (P.L. 91-646), but they would rarely apply to the acquisition of access easements. The negotiator should be familiar with the provisions of this Act and be able to explain why they may or may not apply.

c. No-Fencing Clause. It is common in many areas of the West for a rancher/owner to request that the easement include a provision that the right-of-way boundary will not be fenced. The Authorized Officer must determine if this request is consistent with management needs in the area. If appropriate, the following language may be used:

“This easement is granted on condition that the Grantee shall not construct any fence within the specified right-of-way.”

A later decision to fence the right-of-way would require acquisition of the additional interest. An appraisal would be required to acquire this right since even though no additional land may be acquired, fencing could result in a severe damage to the private property.

d. Dust Abatement. If an easement is located close to a private residence or other improvement, road use could create a dust problem to the residents. This issue should be identified for the appraiser, and the preferred appraisal method would be for the appraiser to determine any damage to the remaining property due to this use. Any value established would be included as a part of the consideration paid for the easement. If this cannot be done, any agreement by BLM to pay for dust control must be conditioned upon the availability of appropriated funds. In lieu of the above, a one-time treatment may be agreed to in the Letter of Agreement when justified by the appraisal.

e. Installation of Structures. Occasionally installation of structures by the United States is appropriate. For example, severance of grazing property by a new road may require installation of a cattle bypass gate to mitigate this impact. The need for these structures should be addressed in the appraisal and the construction of these items should reduce the amount of damages to the remaining property due to imposition of the easement. In the case of new construction, refer to the BLM Manual Series 9100 for specifications and standard design drawings for a variety of structures.

When an existing facility is destroyed during construction or reconstruction of a road, the facility should either be replaced or the landowner compensated for the destruction. Selection of the type of replacement structure should be similar to the type and use of the original facility, if consistent with BLM's needs. A cattleguard should be installed in preference to a gate where heavy use of the road by the BLM and the general public is expected. In some cases, a cattleguard and a gate installed side by side may be appropriate when livestock will also be moved along the road.

f. Protection of Facilities. When the easement is located near a facility such as a well, water pipeline, or similar facility, a landowner may want some assurance that the improvement will not be damaged during construction or use. In these cases it is preferred that an agreement be reached on the construction of some type of barrier or other protective measure rather than a general provision to repair any unspecified damages which may occur.

g. Slash Disposal. Slash or other debris resulting from BLM's road construction or improvement activities should be disposed of in an appropriate manner consistent with Federal and State requirements.

h. Gates. (choose applicable statement)

1) When a nonexclusive easement is obtained, control of any gate on a road is not acquired by the United States. Suitable arrangements must be made to insure that a locked gate will not interfere with the BLM's use of the road.

2) When an exclusive (control) easement is obtained, BLM acquires the right to establish road use rules and to control structures on the road such as gates and cattle guards.

a) No gates should be placed on major BLM access roads for the sole benefit of a private landowner.

b) Gates may be permitted on roads receiving little use if warranted for control of livestock.

c) The placement of a private lock on any gate is difficult to prevent. Private locks may be permitted when trespass is likely and when recreational use is minimal. If possible, a BLM lock should be placed in a series with the private lock so either party may open the gate.

C. Stipulations for Conservation and Scenic Easements. Stipulations selected for Conservation and Scenic Easements must be carefully crafted to meet the unique needs of the landowner and the United States. There is no standard language for stipulations; however, the following examples cover a number of possible circumstances that may be encountered during negotiations. The list below is not intended to be comprehensive. Some stipulations have several language options that may be used. (See *Chapter V - Document Preparation* for a conservation easement illustration. You may also reference the "Conservation Easement Stewardship Guide" by The Land Trust Alliance available at <http://www.lta.org>)

1. Rights of Use by Grantee: Grantee and its assigns is granted the right to go upon the land described above for the following purposes:

a. Inspections. (choose applicable statement)

1) To inspect for violations and to administer this easement.

2) To inspect the land for compliance with the easement.

3) To inspect for violations and to administer the rights herein granted.

- b. Clean up of trash, debris, garbage. (choose applicable statement)
 - 1) To clean up any trash, debris, garbage, or other unsightly or offensive material which may be found on the above-described area.
 - 2) To clean up any trash, debris, garbage, or other unsightly or offensive material.
- c. Brush. To selectively cut or prune brush.
- d. Erosion. To implement erosion prevention measures.
- e. Restoration or Improvement Projects. To perform such restoration or improvement projects deemed necessary to protect, restore, or enhance the values and attributes safeguarded by this easement.
- f. Protection of Resource Values. (choose applicable statement)
 - 1) To protect, restore and study historical or archeological sites which exist within the easement area.
 - 2) To evaluate, preserve, protect, restore, and pursue data recovery and scientific investigations on historic properties, as defined in 36 CFR Part 800, within the easement area.
- g. Disease Prevention. To implement disease prevention measures to protect the scenic quality of the river setting.
- h. Scenic View. To plant trees or perform restoration work as deemed necessary to protect, restore, or enhance the scenic view.
- i. Fires. (choose applicable statement)
 - 1) To take all measures necessary to prevent or suppress range fires.
 - 2) To take all measures necessary to prevent or suppress forest fires.
- j. Nuisance. To abate any nuisance.
- k. Scientific Studies. To conduct scientific studies.
- l. Pumping Facilities. To screen any water pumping facilities for the purpose of protecting the natural qualities of the river area. Said screening may include, but shall not be limited to, the planting of suitable shrubs or trees, and/or the construction and placement of a portable sound-reducing structure of sufficient height and width to enclose the pumping mechanism and draft pipes, provided however, that said screening shall not materially interfere with the functioning of the water pumping facility.

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m. Danger Trees. (choose applicable statement)

- 1) To mark, prune, cut, remove or otherwise dispose of all dead, dying, diseased, insect-infested, live or other trees which in the judgment of Grantee, endanger the public safety or detract from the esthetics of the above-described area.
- 2) To mark, prune, cut, remove or otherwise dispose of all dead, dying, diseased, insect-infested, live or other trees which in the judgment of Grantee, endanger the public safety, are necessary to provide for the construction of improvements as otherwise authorized herein, or detract from the aesthetics of the above-described area.
- 3) To mark, prune, cut, remove or otherwise dispose of all dead, dying, diseased, insect-infested, live or other trees which in the judgment of Grantee, endanger the public safety or detract from the aesthetics of the above-described area. In the exercise of these rights, Grantee shall pay Grantor fair market value for the trees cut.

Nothing herein shall be construed as creating any duty on the part of the Grantee to undertake any of the acts described above.

2. Restrictions on Land Use by Grantor:

The following restrictions are imposed upon the land described above:

a. Structures (Type and quantity) (choose applicable statement)

- 1) No structure of any kind, including house trailers or mobile homes, shall be placed, used, erected, or maintained upon the easement area.
- 2) No new dwelling or structure of any kind, either permanent or temporary, shall be placed on or erected upon the easement area.
- 3) Not more than ____ () single-family dwelling(s), with normal appurtenant structures shall be permitted on the easement area. Provided however, that for purposes of this restriction single-family dwellings may include house trailers and mobile homes which otherwise meet the requirements of this easement.

...provided further that normal appurtenant structures may include __ () guest dwelling(s). The guest dwelling shall not be converted to a single-family dwelling without prior written approval from the Secretary of the Interior or his duly authorized representative.

...provided further that normal appurtenant structures may include one guest dwelling and one caretaker's dwelling.

...Said dwelling and structures shall be located on that portion of the easement area shown and described on Exhibit A. attached hereto and made a part hereof.

- 4) No house trailer or mobile home shall be placed, used or maintained upon the easement area (except as approved in writing by the Secretary of the Interior or his duly authorized representative.)
 - 5) Not more than ___() commercial structure(s) and facilities shall be permitted on the easement area. Only those structures or facilities oriented to, and in harmony with a (scenic, recreational) river shall be approved.
 - 6) Existing commercial structures and facilities may be converted to family dwellings with normal appurtenant structures at any time. However, after being converted to family dwelling use, such structures and facilities may be reconverted to commercial use only after obtaining prior written approval from the Secretary of the Interior or his duly authorized representative.
- b. Structures (Color and Screening) (choose applicable statement)
- 1) Buildings and structures shall have an attractive appearance, earth-tone color, nonreflective finish or material, and a height no greater than _____() feet on the river side.
 - 2) Provisions shall be made for sufficient topographic or vegetative screening to prevent such structures from being obtrusive to river users. (existing structures)
 - 3) Sufficient topographic or vegetative screening shall be retained to prevent such structures from being obtrusive to river users. (new structures)
- c. Structures (Use) (choose applicable statement)
- 1) Buildings and structures shall not be converted to or used for commercial or multiple-family purposes. (without the prior written approval from the Secretary of the Interior or his duly authorized representative)
 - 2) Existing buildings and structures not presently used for commercial ___ operations shall not be converted to such use, and all existing buildings and structures shall not be converted to or used for any other commercial or multi-family purposes. (without the prior written approval from the Secretary of the Interior or his duly authorized representative)
- d. Structures (Construction, design, location and maintenance)

The construction, placement, or exterior alteration of any structure may be undertaken only after obtaining prior written approval of architectural and site plans from the Secretary of the Interior or his duly authorized representative.

Adequate provisions for disposal of waste and sewage shall be made to fully comply with applicable State and local regulations for sanitation and water pollution control.

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There is specifically retained by the Grantor the right to perform ordinary maintenance on all existing buildings and structures, together with the right to replace, rebuild or substitute any building or structure now existing with a similar building or structure in substantially the same location. Provided however, that the replacement, rebuilding or substitution of any building or structure may be undertaken only after obtaining prior written approval of architectural and site plans from the Secretary of the Interior or his duly authorized representative.

Except as provided herein, no other new structure of any kind shall be placed on, or erected upon, the easement area.

- e. Tents, Travel Trailers or Camping Facilities. No tents, travel trailers or camping facilities of any kind shall be placed or erected upon the easement area except as approved in writing by the Secretary of the Interior or his duly authorized representative.
- f. Utility Structures. No new installation of above-ground utility structures or lines shall be made upon or within the easement area without prior written approval of the Secretary of the Interior or his duly authorized representative.
- g. Above-Ground Water Facilities. No above-ground water facilities (pumps, pipelines, ponds, ditches, and similar improvements), utility structures, communication devices, or aerial lines shall be installed.
- h. Billboards, etc. No (new) signs, billboards, outdoor advertising structures, or advertising of any kind or nature shall be located on the easement area without prior written approval of the Secretary of the Interior or his duly authorized representative.
- i. Topography. No changes in the general topography or land surface (including excavation, road construction, and the quarrying or removal of rock, sand, dirt, gravel or other material) will be permitted within the easement area without prior written approval of the Secretary of the Interior or his duly authorized representative.
- j. Dumping. No dump of trash, debris, garbage, or other unsightly, offensive or hazardous material shall be placed or maintained upon the easement area.
- k. Construction of Improvements. No new road, boat dock, airstrip, or helipad shall be constructed and no aircraft shall be landed or kept within the easement area.
- l. Road Maintenance. There is specifically retained by Grantor, his heirs, successors and assigns, the right to perform ordinary maintenance on all roads on the easement area. The replacement, rebuilding, or substitution of any such road with a similar road must have prior written approval of the Secretary of the Interior or his duly authorized representative.

m. Vegetative Disturbance (choose applicable statement)

- 1) No trees or shrubs shall be cut, pruned, removed, or destroyed within the easement area except those authorized in writing by the Secretary of the Interior or his duly authorized representative. (Provided, however, that up to ____ () cords of firewood may be cut annually from dead or down trees on the easement area for the personal use of the grantor.) Title to all trees, now or hereafter growing, standing or down, within the easement area is conveyed to Grantee. The consideration stated above represents full payment for the easement including the trees.
- 2) The Grantor retains title to all trees, standing or down, within the easement area, provided however, that cutting or removal of vegetation shall be limited to that needed to maintain an orderly appearance around structures, or to provide space for the construction of improvements otherwise authorized herein, except that:
 - (a) Up to (____) cords of firewood may be cut annually from dead or down trees on the easement area for the personal use of the Grantor.
 - (b) Cultivated crops, including orchard fruit and nut trees, may be pruned, maintained and harvested in accordance with good farming practices.
 - (c) The harvesting of trees may be conducted on a selective basis in such a manner that all operations, including roads, are not visible from the river and general forest cover is maintained. Prior approval of tree selection and of a written logging plan must be obtained in writing from the Secretary of the Interior or his duly authorized representative.

- n. Historic Properties, as defined in 36 CFR Part 800, shall be preserved in place and shall not be excavated, disturbed or destroyed. This includes the (specific site located in the (provide legal subdivision) or as shown on Exhibit ____, attached and made a part hereof.

3. Restoration

Grantor further intends that should any prohibited activity be undertaken on the property by Grantor, its agents or assigns, that Grantee shall have the right to cause the restoration of that portion of the property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor.

4. Public Entry (choose applicable statement)

- a. The Grantee is hereby granted the right to allow the public to enter upon the property, walk on, and to use for purposes related to recreation and camping, consistent with the management and administrative practices of the United States on the adjacent public lands.
- b. The Grantee is hereby granted the right to permit the public to walk on, and fish from a strip of land _____ () feet in width along the waters edge of the _____ River, but the public shall not be permitted to enter the remainder of the easement area for any purpose.

- c. The granting of this easement is not intended to permit or in any way give the public the right to enter the easement area for any purpose.

5. Enforcement Rights of Grantee

The enforcement of the terms and provisions of this easement shall be at the discretion of the Grantee and any failure to act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any terms, conditions, covenant or purpose of this easement thereafter.

6. Rights Reserved by Grantor

Grantor, their heirs, successors and assigns reserve all rights accruing from ownership of the property, including the right to engage in all uses of the property that are not expressly prohibited herein and are not inconsistent with the purpose of this easement. Without limiting the foregoing, the following rights are expressly reserved.

D. Stipulations for Permanent Control Easements.

1. Ingress and Egress. The right of ingress and egress by the landowner over the road covered by an easement is reserved in BLM's exclusive easement deed. The use of the road by other landowners served by the road is also provided under the public access rights acquired by this document. Non-commercial use of the road by other landowners is usually considered to be casual use which does not require a right-of-way grant under Title V of FLPMA.

2. Crossing Rights. The Grantor may reserve the right to construct a road across the right-of-way and use the road for commercial purposes under the following provision.

Grantor reserves the right to cross and recross the right-of-way described above at road grade without payment of a fee except for maintenance; provided such crossing shall not interfere with the exercise by the United States of the rights granted herein; and provided such crossings shall not extend in any single instance for a distance in excess of one-eighth (1/8) mile along the proposed road; provided further, that the Grantor will notify the Grantee prior to construction of each crossing and obtain approval of specifications thereof.

3. Timber. When timber is present on the right-of-way, it is usually desirable that the Grantor reserve title to the timber on the right-of-way. This reservation relieves the acquisition fund of the cost of purchasing timber. Several situations which may arise regarding timber on the right-of-way are discussed below.

a. Timber may be reserved by the Grantor but with felling, bucking, and decking by the United States by use of the following provision:

Grantor, its successors and assigns, reserves title to all timber, now or hereafter growing, standing or down, within the above described right-of-way. Grantee may clear brush and fell any timber within the right-of-way and danger trees adjacent to the right-of-way for construction, operation, and maintenance of a road. Softwood trees down to ___ inches in diameter at the small end shall be bucked into standard

log lengths and decked adjacent to the right-of-way in a manner suitable for loading with mobile loading equipment.

b. In some instances it will be in the interest of the United States to acquire title to the timber. This situation may occur when the road is to be constructed by the BLM timber sale purchaser, and when the timber volume is low and can be conveniently included in the BLM timber sale. It may also be practical when the Grantor's timber is interspersed with Federal right-of-way timber and separation of the Grantor's timber would be difficult, or when the situation does not warrant the expense of removal by the Grantor. The following provision must be used in all cases where the easement consideration includes payment for the value of the Grantor's timber.

Grantee may clear the above described right-of-way and keep the same clear of brush and timber and may fall danger trees adjacent to the right-of-way for construction, operation, and maintenance of a road. Title to all timber standing or down within said right-of-way and (number) marked danger trees adjacent to the right-of-way shall pass to Grantee. The consideration stated above represents full payment for the timber and the easement.

c. Landowners may want the right to log the right-of-way and danger tree areas and agree to complete removal of the timber before an agreed upon date. This provision should be agreed to only if it is reasonably certain that there will be no conflict with the scheduled road construction date. The provision should read as follows:

Grantor reserves title to all timber within the above-described right-of-way and agrees to remove said timber from the right-of-way and danger trees designated by the Grantee adjacent to the right-of-way (and dispose of slash either by burning or removal from the right-of-way area) on or before (date). Unless the time for removal is extended in writing by Grantee, any timber remaining on the right-of-way after such time shall become the property of the United States without further compensation.

d. Merchantable trees on the right-of-way may be reserved to the Grantor but the BLM will be allowed to cut, deck, and market trees with the following provision:

Except for ___ trees marked for cutting with ___ paint, title to which shall pass to the Grantee, Grantor, the successors and assigns, reserves title to all trees, now or hereafter growing, standing or down, within the above described right-of-way subject to the right of the Grantee to clear brush and fell such reserved trees within the right-of-way for the construction, operation and maintenance of a road. Reserved softwood trees down to ___ diameter at the small end which are felled shall be bucked into standard log lengths and decked adjacent to the right-of-way in a manner suitable for loading with mobile loading equipment. The consideration stated above represents full payment for the marked trees and the easement.

4. Reservation of "Free" Commercial Use by Grantor. The grantor of a permanent, exclusive easement may wish to reserve "free" use of the easement for commercial hauling of minerals, timber, or other commercial products. Such a reservation may be accepted providing:

a. The appraisal of the easement considers any value attributed to this free use reservation.

b. The reservation provides that a right-of-way grant pursuant to Title V of FLPMA be obtained by the Grantor prior to such use and that such grant will exempt the Grantor from payment for any right-of-way rental fees.

E. Stipulations for Noncontrol Easements.

1. Right-of-Way Needed by Grantor. If BLM easement acquisition activities are initiated by a Grantor's request for a right-of-way grant under Title V of FLPMA, a reciprocal grant pursuant to 43 CFR-2801.1-2 may be processed. This procedure may reduce or eliminate the cost of right-of-way rental charges and processing and monitoring fees to the Grantor of the easement and also reduce or eliminate the amount of the consideration paid by BLM for acquisition of the easement.

2. Road Maintenance. The following clause is to be used only when BLM is not acquiring control of the road.

Grantee shall cause the road which is located on the above-described right-of-way to be maintained in good repair during periods of use by Grantee or its licensees and to be left in as good a condition as prior to such use.

3. Gate and Fence Maintenance. This clause is to be used only when BLM is not acquiring control of the road.

Grantee shall cause Grantor's gates and fences located along the right-of-way to be maintained in as good a repair during periods of use as prior to use by the Grantee or its licensees. All gates should be kept closed except when vehicles or equipment are passing through.

4. Dust Abatement. This clause is to be used only when BLM is not acquiring control of the road.

During periods of use of the above described right-of-way for transportation of commercial products by Grantee or its licensees, Grantee shall cause dust to be controlled so as to avoid undue damage to Grantor's _____ (Name Item) _____.

The frequency and method of dust control activities should be at the discretion of the BLM.

5. Disturbance of Livestock. This clause is only to be used when BLM is not acquiring control of the road.

During periods of use of the above-described right-of-way for the transportation of commercial products by Grantee or its licensees, Grantee shall cause truck speed to be controlled sufficiently to prevent undue disturbance to cattle that may be near the road or right-of-way.

6. Public Liability Insurance. This clause is to be used only when BLM is not acquiring control of the road.

During periods of use of the above-described right-of-way by Grantee or its licensees, Grantee shall require its licensees to maintain comprehensive liability insurance covering all operations including vehicles of the licensee in the following minimum amounts: (a) Bodily injury - \$_____, for injuries to any one person: \$_____, for any one occurrence: and (b) Property damage \$ _____, for any one occurrence.

[The maximums which are inserted here should be consistent with general insurance practices of the industry (e.g. timber) at the time of development.]

7. Bond. This clause is to be used only when BLM is not acquiring control of the road.

During periods of use of the above-described right-of-way by Grantee or its licensees, Grantee shall cause such licensee to have deposited with Grantor a surety bond or cash bond in the amount of \$_____ as indemnity against loss or failure to comply with the provisions herein.

F. Impasse in Negotiations. There will be a certain number of acquisition cases where a landowner will not agree to convey the property to the United States no matter how thoroughly and effectively the negotiations are conducted. When an impasse in negotiations is reached, the landowner should be advised that the continuance of negotiations appear to be unproductive.

1. Condemnation Authority Lacking. If condemnation authority is lacking or is not under consideration, the landowner should be informed in writing that no further negotiations are planned. However, it is recommended that the landowner be informed that BLM is still interested in the acquisition and that the landowner contact the negotiator if conditions change. (*See Illustration 7.*)

2. Condemnation Authority Available. If negotiations are at an impasse and a request for permission to condemn is planned, the State Office Realty Specialist should be consulted on the need to send a final offer letter to the landowner. If approved, a final offer letter (*See Illustration 8.*) should be sent to the landowner. The letter should be sent Certified Mail - Return Receipt Requested, and should state the final monetary offer and any special provisions accepted by BLM during negotiations. A reply should be requested within a reasonable period. If no reply is received, the condemnation package should be prepared in accordance with *Chapter X - Condemnation* and forwarded to the State Office. Any provisions agreed to in a Letter of Agreement with the landowner need not be honored if the letter was prefaced by the wording "As a condition of granting an easement"

VI. Execution of the Deed. Most closings of acquisition transactions are done using an escrow account and the following details will be handled by the escrow officer. However, the following items must be completed regardless of how the transaction is closed.

A. Items Required.

1. Date. The day, month, and year of the first signature on the deed should be used.
2. Signatures. The deed should be signed exactly as shown in the granting clause or in other clauses of the deed if other parties are required to join in the conveyance.

B. Acknowledgment. It is recommended that the negotiator be a notary public to facilitate acknowledgment of documents.

C. Other Documents. Documents such as affidavits, releases, etc. should be signed at the same time as the deed is executed.

H-2100-1 - ACQUISITION
Chapter VI - Negotiation

Illustration 1 (II.A.1)

Permission to Enter Letter

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Coeur d'Alene District
1808 N. Third Street
Coeur d'Alene, Idaho 83814

In reply refer to:
2100 (ID370)

Judd and Diane DeBoer
c/o Brown Industries
101 South Capitol
Suite 1203
Boise, Idaho 83702

Dear Mr. and Mrs. DeBoer:

The Bureau of Land Management (BLM) is currently studying options for development of public resources in the Hard and Hazard Creek drainages adjacent to your property. A part of this effort includes research into existing and potential access routes for efficient development and management of critical resources. To assist us in completion of these studies we request permission to go upon your property located in Lots 2 and 3, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1 and the N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, Township 21 North, Range 1 East, Boise Meridian. We do not wish to perform any construction work or cut any timber, however we would be doing some reconnaissance, survey, and appraisal work on and adjacent to your property.

If you have no objections, please sign one copy of this letter and return it to this office. A return envelope is provided for your convenience. A copy is included for your records. We will keep you informed of our findings and plans as they develop.

If you have any questions regarding our activities in this matter please feel free to contact me at this office (208) 765-1511.

Sincerely,

Dick Todd
District Realty Specialist

2 Enclosures (as stated)

Permission to go upon the above-described property is hereby granted to representatives of the Bureau of Land Management for the purpose of reconnaissance, survey, and appraisal work.

Signed _____ Date _____

Over-Appraisal Settlement Memorandum

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Coeur d'Alene District
1808 N. Third Street
Coeur d'Alene, Idaho 83814

In reply refer to:
2100 (ID063)
IDI-29319

Memorandum

To: District Manager, Coeur d'Alene
From: District Realty Specialist, Acquisitions
Subject: Approval of Purchase Agreement over the Appraised Value, Exclusive Road Easement
IDI-29319, Jessie R. and Lela M. Ellis, Two Tail Peak Access Road

Negotiations have been in progress since April, 1992, and all issues raised by Mr. and Mrs. Ellis regarding the BLM's road easement have been resolved except agreement on the price.

Items agreed to that mitigate issues identified by Mr. and Mrs. Ellis:

Agreement to install gate to prevent unauthorized vehicle access pending development of recreation facilities.

Agreement to provide Grantor access rights across adjoining BLM land for access and commercial timber removal.

Matters Not Settled in Negotiations:

The appraised price for the easement requested is \$3,200.00. An offer at the appraised value was made September 18, 1992. In response to the government's offer, Mr. Ellis stated that he was adamant that he could receive at least \$5,000 for the land the government would encumber with the easement. The negotiator explained that an allowance for damage had been made in the appraisal and that the government's easement would not prevent him from marketing his property. Mr. Ellis then countered that he would agree to split the difference between \$3,200.00 and \$5,000.00. This was calculated at \$4,100.00. Mr. Ellis offered no market evidence to support his request. He claimed that his counter offer represented an appropriate administrative settlement for the inconvenience caused by the easement. He refused to consider any offer for less money, indicating that the BLM could completely avoid crossing his property if they chose not to accept his offer.

IDI-29319
Page 1 of 2

Over-Appraisal Settlement Memorandum - continued

Expenses Related to Further Processing:

The cost to secure the necessary legal access and construct a bypass road around the subject land was estimated to be approximately \$7,500.00. This cost would not include intangible costs associated with the increased ground disturbance from construction of a longer access road to access the BLM land.

The cost for further negotiation, reappraisal and other costs necessary to prepare the official casefile for condemnation processing is estimated to exceed \$5,000.00. Other alternatives are considered to be less reasonable than that proposed by Mr. Ellis.

Recommendation:

Considering the alternatives available, it is my opinion that it would be advantageous to the government to purchase this easement for \$4,100.00. This administrative settlement offer is within the discretionary authority of the District Manager.

District Realty Specialist

Date

Approval:

District Manager

Date

Appraisal Waiver (Below \$2,500) Memorandum

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District Office
1717 Fabry Road S.E., Salem, Oregon 97306

In reply refer to:
9300 (OR082.6)
OR 55108

January 25, 1999

To: District Manager

From: Realty Specialist

Subject: Appraisal Waiver, Easement Acquisition
Janet C. Hull-Putney and Buddy S. Putney
Section 35, T. 13 S., R.6 W., Willamette Meridian, Oregon

I have conducted the investigation and analysis necessary to conclude that the estimated compensation for this easement acquisition is less than \$2,500.00.

My conclusion is based on a review of the Benton County Assessor's Office information. After speaking with Shanne Johnson, Benton County Appraiser, it was determined that the assessor's appraisal of this property in 1998-99 was based on it highest and best use as forest land, between land classes FC and FD. Its was concluded that this area is valued at \$431.00 per acre.

The total land area within the proposed acquisition is 1.21 acres. The indicated land value based on sales evidence is \$431.00 per acre for a total estimated value of \$522.00 (rounded).

I inspected the subject property on January 21, 1999.

My analysis is subject to the limitations that the appraisal problem for this type of easement acquisition is uncomplicated, non-controversial, and that there are no damages or special benefits to the remainder of the property.

Art Arroyo, Realty Specialist

Date

I agree that due to the low value and the simplicity of the appraisal problem, this action does not require the in-depth documentation and presentation necessary in a full appraisal report. I, therefore, approve waiver of an appraisal.

Salem District Manager

Date

Just Compensation Letter

THE TRUST FOR PUBLIC LAND

OR 56275

STATEMENT OF JUST COMPENSATION

In compliance with Title III, Section 301, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1980, Pubic Law 91-646, as amended, an estimate of just compensation has been made as to fee title interest in your real property located in the County of Jackson, Oregon, comprising of 7.49 acres, more or less, as described as follows:

The estimate of fair market value of the interest in real property described above is based on an approved appraisal which considered recent sales of property in the area and other indicators of land value in the vicinity of your property. I certify that the total just compensation is not less than the approved appraisal of your property and is estimated to be:

Value of the land being acquired	\$ 220,000.00
Damages to the remaining property	\$ 0.00
Value of improvements	\$ 0.00
Total estimated just compensation	\$ 220,000.00

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement or project for which the property is to be acquired, or by the likelihood that the property is to be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the Bureau of Land Management in making the determination of just compensation.

The fair market value estimate of the real property described above DOES NOT INCLUDE buildings and other improvements except those specifically listed below:

Title of property is subject to the exception of easements for the transmission and distribution of electricity.

Date

District Manager
Medford District

Checklist for Successful Negotiation Interviews

Checklist for Successful Negotiation Interviews	
KNOWLEDGE AND SKILLS OF THE NEGOTIATOR	
	Know purposes for the property to be acquired.
	Know significance of subject tract/route over other property. Familiar with the land tenure plan, project activity plans, environmental assessments, and route analysis so that the intentions of BLM may be discussed with adequate knowledge to answer any questions posed by the landowner.
	For road easements, know scheduled construction date.
	Courteous in all communications and associations with the landowner and others.
	Straightforward, confident, and unhesitating in answers, but tactful in the presentation of BLM's request and the handling of questions. Will not engage in an argument. Skillfully turn aside aimless verbal wanderings.
	Flexible and able to adapt to different personalities. Endeavor to determine the landowner's personality type early in the negotiations to aid in the proper approach.
	Patient and willing to listen . (Listening is often times more important than talking.)
	Fair and honest with the landowner, but always have best interest of the general public in mind.
	Always stay within the bounds wherein agreements may be made. Will not guess at an answer - postpone answer if necessary.
	Appropriately dressed and neat in appearance.
	Have a working pen for the ultimate signature.
PRE-NEGOTIATION PREPARATIONS	
	Arrange a pre-negotiation meeting with the landowner for discussion of general development plans and probable need to cross his/her land. A brief friendly phone call or letter followed shortly by a personal visit. Prepared to discuss the subject adequately.
	Reasonably familiar with the property.
	When negotiating a road easement, have reviewed and understand the engineering detail and description of the needed right-of-way and am able to interpret.
	Reviewed and understand the appraisal enough to comfortably discuss it with the landowner. (If the landowner is informed about the appraisal process, he/she is more likely to agree that the offer is just.) Preferable to not provide a copy of the appraisal to the landowner. If there is a possibility that the issue will come up, consult with the State Chief Appraiser or State Office Realty Specialist.

Checklist for Successful Negotiation Interviews

Checklist for Successful Negotiation Interviews	
MEETING WITH LANDOWNER	
	Allow plenty of time for the meeting with the landowner by not scheduling too many contacts in one day.
	Selective of who should be present at the negotiation meetings, including both the husband and wife. (The more people present, the less the change of success, but accommodate elderly people's desire to have son or daughter present.)
	Establish the proper setting before discussing the main topic.
	Explain the BLM program, the need for the acquisition, and the care and work that goes into the BLM planning process. Point out the pertinent facts relative to the planned improvements if you are negotiating an easement.
	Do not discuss individual element values of the appraisal with the landowner. (If there is not an agreement with the total value, it is unlikely that anything constructive can be accomplished by discussing individual element values. It will only lead to complications and chances of success will be substantially reduced.)
	Explain costs BLM will pay; i.e., the property transfer costs such as cost of the title search, title clearance, instrument preparation, etc. Expenses to be incurred should also be explained, such as payment of tax liens.

Example - Letter of Agreement

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford District Office
3040 Biddle Road
Medford, Oregon 97504

In reply refer to:
2100 (OR110)
OR 53284

March 4, 1997

Ms. Earlynn Lewis
Mr. Bob Lewis
6003 Rocky Dale Road
Cave Junction, Oregon 97523

LETTER OF AGREEMENT

As a condition of granting the nonexclusive road easement, Serial Number OR 53284, across your property located in the Northeast Quarter (NE¼) of Section 22, Township 39 South, Range 8 West, Willamette Meridian, Josephine County, Oregon, the Bureau of Land Management (BLM) agrees to the following:

1. **Notification and Log Hauling Requirements:** BLM anticipates limited use of the easement road for administrative purposes. Prior to commercial log hauling activity, BLM and its licensee will notify the landowner by phone or by letter.
2. **Dust Abatement:** A form of dust abatement will be used when the BLM and/or its licensees use the above-described road for commercial log purposes on an "as needed" basis as determined by the BLM Authorized Officer.
3. **Seasonal Restrictions:** Commercial log hauling on the above-mentioned road will not be allowed during periods of extended wet weather (generally October through March).
4. **Gate:** The first timber sale to use the road easement will require construction of a farm gate at Station 0+44.21, as shown on the attached OR 53284 Exhibit A. The gate will be locked with a BLM lock. The locking pin will be designed to support other locks for the use of the underlying landowner. BLM will also be allowed to place BLM lock(s) on any additional gate(s) the landowner places on the easement road.

The United States will not be responsible for the repair or maintenance of the gate or locks following their installation except for damage by the United States and/or its licensees (contractors).

5. **Fence:** The first timber sale to use the road easement will require construction of a 4-strand barbed wire fence with metal posts in the approximate location as shown on the attached OR53284 Exhibit A.
6. **Administrative Access:** Foot traffic will only be allowed as a means of administrative access until the above mentioned fence is installed.

Example - Letter of Agreement - continued

The United States will not be responsible for the repair or maintenance of the fence following installation except for damage by the United States and/or its licensees (contractors).

BLM nonexclusive easement OR53284 is a perpetual easement for administrative purposes. **There are no rights acquired for the public.**

Your signature on nonexclusive easement OR53284 will indicate your acceptance of this Letter of Agreement.

Sincerely,

David A. Jones
District Manager

Attachments (as stated)

Final Offer Letter Without Condemnation Authority

United States Department of the Interior
Bureau of Land Management
Coeur d'Alene and Salmon Districts
1808 North Third Street
Coeur d'Alene, Idaho 83814-3407

In reply refer to:
2100 (ID-063)
IDI-31163

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

June Davis
c/o Robert Davis
P.O. Box 993
Riggins, Idaho 83549

TERMINATION OF NEGOTIATIONS
TEMPORARY ACCESS, ELKHORN CREEK ROAD IDI-31163

Dear Mr. Davis:

This letter is in response to Mr. Smith's letter dated June 2, 1995, to the attention of Ms. Jackie Ripley, Bureau of Land Management (BLM), regarding legal access over your property in the vicinity of Elkhorn Creek. That letter confirmed your rejection of BLM's offer to you, which was dated May 22, 1995, for legal access and use of your property in Elkhorn Creek. The BLM's desire is to acquire legal access for both the immediate salvage of fire killed and damaged forest resources from federal land and for continued long-term management of federal land and resources managed by both the BLM and U.S. Forest Service. You were offered \$13,400.00, as compensation for the permanent access rights to be acquired.

You also confirmed in your meeting with Mr. Todd, your rejection of BLM's final offer for conveyance of a temporary easement. The temporary easement is a 3-year temporary, nonexclusive road easement, which would grant the United States limited temporary administrative access rights sufficient for our timber management and would include the road over which the permanent easement was requested.

We understand your reluctance to grant the access rights that we have requested. We have elected to forgo further efforts to negotiate legal access into the Elkhorn Creek drainage at this time. However, we remain interested in the development of long-term access in this area, and request that you contact either Dick Todd at our Coeur d'Alene office at (208) 769-5034, or Greg Yuncevich, at the Cottonwood office at (208) 962-3245, if conditions change.

Sincerely,

Fritz U. Rennebaum
District Manager

cc: Mr. Danny Smith, Attorney (by fax)

Final Offer Letter With Condemnation Authority

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Eugene District Office
2890 Chad Drive
P.O. Box 10226
Eugene, Oregon 97440-2226

In reply refer to:
2100 (OR090)
(OR41000)

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Patrick J. Waters
286 Oakdale
Mill Valley, California 94941

Dear Mr. Waters:

We assume from your refusal to respond to our easement proposal of December 10, 1987, that you find the offer unacceptable. Based upon this assumption, it appears that we have come to an impasse in our attempts to reach an amicable solution to the Bureau of Land Management's access needs.

Our last offer amends our original proposal in two significant ways. First the right-of-way width is reduced to 30 feet. Second, the consideration is increased by \$350 for a perpetual grant over the United States' land free of usual charges associated with such a grant. We believe these attempts at settlement represent a reasonable compensation limit.

If we do not hear from you within two weeks, we will assume that you continue to find our proposal unacceptable. In that case, we will have no alternative other than to recommend to our agency that the access be acquired by eminent domain.

Sincerely,

District Manager

Regional Solicitor's Opinion of Use of Options for Land Acquisitions



United States Department of the Interior

OFFICE OF THE SOLICITOR
Portland Region
Lloyd 500 Building, Suite 607
500 N.E. Multnomah Street
Portland, Oregon 97232

Wm
5-21-79
May 16, 1979
In reply refer to:
ST. OFFICE
PORTLAND, OREGON
MAY 19 2 02 PM '79
L.A. JAMES
T. JAMES

Memorandum

To: Chief, Branch of Lands and Minerals Operations
From: Office of the Regional Solicitor
Subject: Acquisition of Land and Interests in Land - Options

You have asked legal review of a proposed procedure for acquisition of land or interests in land under which you would purchase options for amounts of money in addition to the final consideration. You have concluded that it would be desirable at times to acquire an option so as to prevent the landowner from selling to a third party during the time needed to obtain title evidence and appraisals.

The Comptroller of the Treasury advised the Secretary of the Interior more than 75 years ago that the authority to acquire land did not include the right to purchase an option. The Secretary had asked whether the Act of June 17, 1902, authorized payment for an option. This act provided for acquisition of land needed for certain reclamation work. The Comptroller replied, in part (9 Comp. Dec. 569. (1903)):

"The act confers upon the Secretary of the Interior power to acquire any rights or property needed to carry out the provisions of the act either by condemnation proceedings or by private purchase, at his discretion. See Kohn et al. v. United States (91 U.S. 367).

"The Secretary of the Interior would have the right to purchase whatever rights or property that is necessary in his judgment to carry out the provisions of the act, and this would include the right to purchase 'a right of way, water right, or land needed for the reclamation work,' and to pay for the same from the reclamation fund, but by section 3648 supra, before he can legally pay for such rights or property, the ownership of such rights or property

Regional Solicitor's Opinion of Use of Options for Land Acquisitions - continued

must vest in the United States. I do not think he would be authorized to contract and pay money for a mere option to purchase such rights or property."

Even payment of the nominal sum of \$1 for an option was disapproved in 23 Comp. Dec. 116 (1916), in which the Comptroller cited the above opinion to the Secretary of the Interior and continued:

"I do not know of any authority of law for the purchase and payment of an option to purchase supplies. The policy of the Government as shown in the laws relating to the purchase of supplies is against any such expenditures and it should not be made."

The reference to "section 3648" is to section 3648 of the Revised Statutes, now 31 U.S.C. § 529, which at that time stated, in part:

"No advance of public money shall be made in any case whatever. And in all cases of contracts for the performance of any service, or the delivery of articles of any description, for the use of the United States, payment shall not exceed the value of the service rendered, or of the articles delivered previously to such payment."

The first sentence of that statute was amended in 1946 to read: "No advance of public money shall be made in any case unless authorized by the appropriation concerned or other law." Therefore, under some circumstances, advance payment may be made, but only if expressly authorized. Advance payments under some contracts are authorized by 41 U.S.C. § 255.

We understand that the proposal in this case is not for advance of public money but, rather, for payment for an option. However, as recently as 1956 the Congress specifically recognized that the executive agencies lack authority to purchase options. In that year, authority was voted to the Forest Service to acquire options, but only for \$1 each, because:

"The Comptroller General has held that funds are not available for the cost of options in the absence of specific statutory authority." 1956 U.S. Code Cong. & Adm. News page 4371.

It should be kept in mind that this authorization to the Forest Service was an expansion of previous authority, not a restriction.

It is clear that a federal agency has only the authority expressly granted

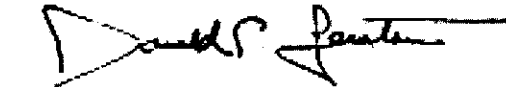
Regional Solicitor's Opinion of Use of Options for Land Acquisitions - continued

to it by the Congress. It has long been held that the authority to acquire land does not include the authority to purchase options to purchase land. Congress is aware of this holding and, rather than enact general authority to agencies to acquire options by purchase, it has emphasized the rule by voting an express exemption for the Forest Service.

There is some authority that the Post Office Department may acquire options by purchase. This is in accord with the general rule, as the Post Office Department has special authority under lease-purchase legislation.

It is, therefore, our opinion that the Bureau of Land Management can purchase an option only if there is authority for such purchase in the appropriation concerned. The Bureau may, however, acquire an option through agreement with the landowner for a consideration which is the mutual covenants and agreements of the parties.

For the Regional Solicitor



Donald P. Lawton
Assistant Regional Solicitor

Regional Solicitor's Opinion on Legality of Letter of Agreement



United States Department of the Interior

OFFICE OF THE SOLICITOR
Portland Region
Lloyd 500 Building, Suite 607
500 N.E. Multnomah Street
Portland, Oregon 97232

May 1, 1979

Handwritten initials and date: 5-3-79

In reply refer to:

RECEIVED
MAY 2 2 32 PM '79
STATE OFFICE
PORTLAND, OREGON
LAW DEPARTMENT

Memorandum

To: Chief, Branch of Lands and Minerals Operations
From: Office of the Regional Solicitor
Subject: Letters of Agreement

The Bureau of Land Management, as part of the acquisition of a
easement on the Rogue River, routinely uses a Letter of Agreement to
detail matters which are not covered at length in the easement. You
have asked the opinion of this Office as to whether the BLM is in fact
bound by such a Letter of Agreement.

The general rule is that parties to an agreement may provide that a
writing will be a complete integration of their agreement, or that
it will be but a partial integration, or that it will be no integration
at all. The expressed intention will be effectuated. 4 Williston on
Contracts § 633 (3rd edn. 1961). As stated in 17 AmJur 2d Contracts,
§ 264 (1964):

"The general rule is that in the absence of anything
to indicate a contrary intention, instruments executed
at the same time, by the same contracting parties,
for the same purpose, and in the course of the same
transaction will be considered and construed together,
since they are, in the eyes of the law, one contract
or instrument. * * * Construing contemporaneous in-
struments together means simply that if there are any
provisions in one instrument limiting, explaining, or
otherwise affecting the provisions of another, they
will be given effect as between the parties themselves
and all persons charged with notice so that the intent
of the parties may be carried out and the whole agree-
ment actually made may be effectuated."

This rule is recognized in the federal courts:

"Where two or more written agreements are contempor-
aneously executed as part of one complete transaction,
we have labeled 'elemental' the proposition that they

Regional Solicitor's Opinion on Legality of Letter of Agreement - continued

must be construed together." In re Steen, 509 F.2d 1398, 1403 (9th Cir. 1975).

"The contract, draft, and lease were all part of one transaction. In the eyes of the law, they are one instrument. They will be read and construed together, as if they were one in form as they are in substance." Empire Gas & Fuel Co. v. Stern, 15 F.2d 323, 326 (8th Cir. 1926).

It also is recognized and followed in Oregon, where the State Supreme Court has quoted with approval,

"It is a rule of construction of contracts that, where an instrument refers in terms to another instrument as containing part of the stipulation between the parties, that other instrument is itself a part of the contract between the parties." Corino v. Oregon Physicians Service, 276 P.2d, 401 (1954); McGrath v. Electrical Construction Co., 364 P.2d 604, 607 (1961).

In the case of a scenic easement obtained by the BLM in a recreational river area, the easement may include one or more provisions looking toward written approval by the Secretary or his duly authorized representative. An example of such a provision is:

"No tents, travel trailers or camping facilities of any kind shall be placed or erected upon the easement area except as approved in writing by the Secretary of the Interior or his duly authorized representative."

In our opinion, the scenic easement, and the written authorization by the Secretary for a tent or other such facility, would constitute two written agreements executed as part of one complete transaction, and the BLM would be legally bound by the Letter of Agreement.

For the Regional Solicitor


Donald P. Lawton
Assistant Regional Solicitor

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Chapter VII - Title Evidence/Clearance

I. Department of Justice. The Attorney General of the United States has the responsibility to give prior written approval of the sufficiency of the title to land and/or interests in land being acquired by the United States and to promulgate regulations to guide those who review titles under delegated authority, *Public Law 91-393*, more specifically stated:

“Unless the Attorney General gives prior written approval of the sufficiency of the title to land for the purpose for which the property is being acquired by the United States, public money may not be expended for the purchase of the land or any interest therein.”

“The Attorney General may delegate his responsibility under this section to other departments and agencies, subject to his general supervision and in accordance with regulations promulgated by him.”

On October 2, 1970, the Assistant Attorney General, Land and Natural Resources Division granted to the Department of the Interior the authority with respect to the approval of title to lands being acquired for Federal public purposes as set forth below:

“Delegation to the Department of the Interior for the approval of the title to lands being acquired for Federal public purposes. Pursuant to the provision of Public Law 91-393, approved September 1, 1970, 84 Stat. 835, amending R.S. 355 (40 U.S.C. 255), and acting under the provisions of Order No. 440-70,” now codified in 28 *CFR* 0.66, “of the Attorney General, dated October 1, 1970, with the exception of lands being acquired for the National Park Service, the responsibility for the approval of the sufficiency of the title to land for the purpose for which the property is being acquired by purchase or condemnation by the United States for the use of your Department”

“As stated in the above-mentioned act, any Federal department or agency which has been delegated the responsibility to approve land titles under the Act may request the Attorney General to render his opinion as to the validity of the title to any real property or interest therein, or may request the advice or assistance of the Attorney General in connection with determinations as to the sufficiency of titles.”

The Department of the Interior, Departmental Manual 109.DM 3.1 states: “The Solicitor is the principal legal adviser to the Secretary of the Interior and the Chief Law Officer of the Department. He/she is responsible for and has supervision over all of the legal work of the Department, except the Office of Hearings and Appeals has responsibility for the determination of specific cases filed with it pursuant to regulation, and except for the work of the Legislative Counsel relative to legislation of interest to the Department.”

All title objections, including those not of record, must be cleared if they adversely affect use of the property rights being acquired by the United States unless otherwise sanctioned by the Solicitor.

The Department of Justice has developed three primary land acquisition/title review guides and reference sources, as follows:

1) The Standards for the Preparation of Title Evidence in Land Acquisitions by the United States, 2001 (The Standards) are available at <http://www.usdoj.gov/enrd/title.htm>,

2) A Procedural Guide for the Acquisition of Real Property by Governmental Agencies, 1972 (The Procedural Guide), and

3) Order No. 440-70 of the Attorney General, dated October 1, 1970, titled, Regulations of the Attorney General promulgated in accordance with the provisions of *Public Law 91-393* approved September 1, 1970, 84 Stat. 835, An Act to Amend Section 355 of the Revised Statutes, as amended, concerning Approval by the Attorney General of the Title to Lands Acquired for and on Behalf of the United States and for Other Purposes; with two amendments (the Attorney General's title regulations).

II. Title Evidence. Title insurance is the form of title evidence used in over 95% of all federal land acquisitions. It is generally the most convenient, reliable and economical form of title evidence available. It is almost universally used by the private sector, and sometimes it is the only form of title evidence available. It provides coverage against certain hidden title defects which could not be ascertained from any review of the public records. Finally, it provides a degree of financial security behind the policy which does not exist with most non-insurance company providers of title evidence. However, title insurance is only one form of acceptable title insurance. The "insuring" aspects of title insurance - its coverage of hidden defects, and the financial security behind the coverage are unique, but they may not outweigh, for example, a strong economic incentive to use a different form of title evidence. The United States is generally self-insured, and, again, title insurance is not required. Refer to "The Standards" for detailed information about other forms of acceptable title evidence.

The Department of Justice and the American Land Title Association (ALTA) have jointly adopted a form of title insurance policy for use in Federal land acquisitions. This policy is identified as the "ALTA U.S. Policy - 9/28/91." (See *Illustration 1*). The policy was created for use by the Federal government in land purchases, donations, exchanges and condemnations when title insurance (as opposed to abstracts, Torrens Certificates, etc.) is the form of title evidence used. Government land acquisitions will be handled as any normal commercial transaction, with the issuance of a standard commitment transaction, binder or preliminary report, according to local custom, before the United States takes title, and the U.S. Policy after the United States takes title. The policy is used essentially by all Federal agencies. It is not used in connection with Federal loan programs.

Title evidence conforming to the requirements of the Department of Justice should be obtained from qualified abstracters or title companies. "Individual abstracters must be attorneys at law or professional or official abstracters qualified and authorized by law to prepare and certify abstracts; have no interest in the land to be acquired; and not be related to the vendors. Title companies must be qualified and authorized by law to furnish abstracts, certificates of title, or title insurance policies in the state where the land lies; and have either its home office or a well-established branch office [or agent] located in the state where the land lies." You must be sure that the title companies used are experienced, financially responsible and reputable as the DOJ no longer provides a list of approved attorneys, abstracters and title companies.

A. Preliminary Title Evidence. The title company will assign a file or order number to the preliminary title evidence which is to be used as a reference for the title evidence including any related supplemental reports. Title evidence must be supplemented or updated as needed to remain current, especially if over a year old. A policy of title insurance is issued after completion of the transaction. (See *Illustration 3*).

1. Types.

a. Commitment for Title Insurance or Preliminary Report of Title. A commitment for title insurance or preliminary title report consists of one document showing the owner of record and the United States of America, legal description of the property, and encumbrances or defects of record as of a specific date. It shows the condition of title before the land and/or interest in land is acquired by the BLM. (*See Illustration 2*).

b. Certificate of Title. A certificate of title consists of one original instrument. The preliminary certificate is supplemented by a continuation search, reported as a supplemental certificate, and will be superseded by a final certificate. A common title company number will appear on these documents.

(1) The preliminary Certificate of Title contains the name of the owner of record, legal description of the property, encumbrances or defects of record as of a specific date, and may show the United States of America as the insured. Liability of the company is limited to only the want of care, skill or diligence of the examiner in searching the public records. The examiner does not undertake to insure the title. The examiner's search is confined to the public records.

(2) The supplemental Certificate of Title is a report subsequent to the issuance of the Preliminary Certificate of Title which updates the information and continues it to a specified date. A supplemental certificate must be secured when data changes and may be necessary if the original certificate is not current. The additional certificate supplements but does not amend the Preliminary Certificate of Title.

(3) The Final Certificate of Title certifies to the United States, subject to specified encumbrances or objections of record, the specific interest being acquired is indefeasibly vested in the name of the United States. The Final Certificate of Title supersedes the Preliminary Certificate of Title. The examiner does not insure the title. The examiner's liability is limited to a dollar amount not exceeding the consideration that is paid for the interest being acquired.

c. Abstract of Title. A report consisting of one document setting forth a condensed history of the record title to a given tract of land. The abstract does not evaluate the title insofar as certifying the owner of record or listing encumbrances or title defects and does not insure title to the property. This option is not commonly used.

d. State Lands. When State lands which were never in private ownership, are conveyed by a State, one of the following certificates constitute acceptable evidence of title:

(1) A certificate from the proper State officer showing the lands have not been sold or otherwise encumbered by the State.

(2) A certificate from the recorder of deeds or other proper officer under his official seal or by an abstracter or title company that no instrument purporting to convey or in any way encumber the land is of record or on file.

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2. When to Obtain. Orders for title evidence should be placed as soon as it is known that private lands or an interest therein are to be acquired. (See *Illustration 4*). If the landowner owns a large, contiguous area, limit your request to those "40's," lots, etc. that you believe will be included in the Government's transaction. In this manner, many extraneous encumbrances might be avoided. In addition to obtaining preliminary title evidence (commitment, certificate, etc.) copies of the following should also be requested:

- a. Copies of all documents noted in Schedule A, such as any Exceptions or Reservations.
- b. Copies of all documents shown as encumbrances on Schedule B.
- c. Copies of the current landowner's deed.

3. How to Obtain. Title services are obtained through your local Procurement Staff. Procure the services by normal procurement procedures. (See BLM Manual 1500). BLM allows for "sole source" when it is justified. Otherwise, orders should be alternated between two or more companies. In large acquisition projects where many title reports and/or policies may be required, it may be advantageous to enter into a single contract with only one qualified title company. For Condemnation cases (friendly or hostile) refer to *Chapter X - Condemnation*.

4. Limits of Liability. When ordering preliminary title evidence, request liability in the minimum amount as set forth in the State Statutes which will be adjusted upward if necessary in accordance with the consideration of the acquisition.

B. Final Title Evidence.

1. Types.

a. Policy of Title Insurance. A policy is the final instrument that is issued. The policy should be written on the approved American Land Title Association (ALTA) U.S. Policy - 9/28/91 form and obtained from a company authorized to do business in the State. (See *Illustration 1*). Upon vesting in the name of The United States of America the policy should only have endorsements or amendments to make corrections.

(1) A policy is a contract of insurance that contains the name of the record owner, a legal description of the subject property, special exemptions from coverage in the form of specified encumbrances or defects of record as of a given date, and the conditions, stipulations, and general exceptions of the insuring contract. (See *Illustration 3*).

(2) An endorsement is requested subsequent to the issuance of the policy only to make corrections to the U.S. ALTA Policy. If this becomes necessary, contact your State Office Realty Specialist.

b. State Lands. See *Preliminary Title Evidence (II.A.1.d)*. The State issues only one certificate.

2. Limits of Liability.

- a. Acquisitions Valued At \$50,000 or Less. For acquisitions of \$50,000 or less, obtain final liability insurance in the full amount of the consideration.
- b. Acquisitions Valued Over \$50,000. For acquisitions valued over \$50,000, the limitation of liability of the issuing title company for the title insurance policy may be limited to 50 percent of the first \$50,000, and 25 percent of that portion of the value consideration in excess of \$50,000.
- c. Donation. Obtain final liability insurance for the appraised value or estimate of value. For donations valued over \$50,000, the limitation of liability of the issuing title company for the title insurance policy may be limited to 50 percent of the first \$50,000, and 25 percent of that portion of the appraised or estimated value.

C. Title Difficulties. Where particular title questions arise which are not covered here, where title difficulties cannot be resolved readily, where the cost of title evidence or insurance seems disproportionately high compared to the value of the property being acquired, or otherwise unnecessarily expensive, and where unreasonable delays are foreseen or are incurred in securing title evidence, or clearing title defects, contact your State Office Realty Specialist. Assistance will be rendered in resolving such questions to accomplish a fair, efficient, economical and expeditious acquisition.

III. Title Clearance. *Public Law 91-393* requires the Attorney General or his delegate give written approval of the sufficiency of the title to all lands and/or interest in land for the purpose for which the property is being acquired by the United States. Public money may not be expended for the purchase of the land and/or interest in land without written approval of the sufficiency of the title. All title objections, including those not of record, must be cleared if they adversely affect use of the property rights being acquired by the United States unless waived by the Regional/Field Solicitor.

A. Supplemental and Supporting Title Evidence. The closing of transactions is often delayed due to failure to supply necessary supporting title information, and procedures must be completed before our acquisition process can proceed.

1. Private or Public Corporations. The title evidence should contain or be accompanied by certified copies of the charters, by-laws, articles of incorporation, resolution authorizing signing authority, a certificate of good standing from the Secretary of State office, or other records determining the power of the corporations to hold and convey real estate and the validity of such conveyances.

2. Heirship. State code will govern the manner this is accomplished. Convincing individual owners to initiate probate procedures can be difficult at times, especially when working with low value parcels. It may not be economically worth it to the owners. When the conveyance to the United States is by the heirs and there has been no judicial determination of heirship, the fact the grantors are all the heirs of the deceased must be judicially established where practicable. If such judicial determination is impracticable, proof of heirship must be shown as acceptable affidavits of the grantors, and, if possible, of two or more disinterested reputable persons having knowledge of the facts. (*See Illustration 5*). Work closely with your title company to accomplish.

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3. Unrecorded Title Liens or Encumbrances. A thorough inspection of the property just prior to closing should be made to verify there are no unrecorded liens or encumbrances.
4. Court Actions. The following defects must be resolved prior to our acquisition proceeding:
 - a. Foreclosure Proceedings. If the landowner's rights have been terminated due to the nonpayment of his mortgage, obtain disclosure of the sum secured, description of the premises, conditions of the mortgage, signatures, dates of execution and recording, and the nature of the default. If foreclosure is under a power of sale, the terms of the power, compliance or noncompliance therewith and with applicable statutory provisions, should appear. Partial or installment foreclosures, continuing the balance of the mortgage in effect must be shown.
 - b. Sales by Receivers, Execution Sales, Tax Sales, Divorces, and Other Judicial Proceedings. Obtain disclosure of sufficient portions of the record of all sales by receivers, execution sales, tax sales, divorces, and other judicial proceedings affecting the title to the land to be acquired, to determine the legal effect of such sales or proceedings.
 - c. Sales by Trustees and Others in a Fiduciary or Representative Capacity. Obtain essential parts of the trust instruments, powers of attorney, and record of any court proceedings conferring authority to conveyances in the chain of title by fiduciaries or person acting in a representative capacity, and show whether the purchase is relieved of the responsibility for the application of the purchase price. (*See Bankruptcy Trustee Deed - Illustration 6*).
 - d. Liens of Judgements and Decrees of Federal Courts. Obtain disclosure of the Federal court records in all divisions where the land lies for possible liens of judgments and decrees of the cases pending in Federal courts in those states which have not enacted a statute authorizing the judgments and decrees of the United States courts to be registered, recorded, docketed, indexed, or otherwise conformed to the rules and requirements relating to the judgments and decrees of the courts of the state (*28 U.S.C. 1962*).
 - e. Leases. There may be unrecorded leases that are revealed in your discussions with the grantor. Obtain a copy of the lease and see if there are any rights that would conflict with the United States' use of the property. A lease gives the lessee (tenant) the right to occupy and use the property of another on specific terms and conditions (rent) for a specified length of time. A lease may contain a clause covering lessee's right of renewal for extended period(s). A lease gives the lessee a compensable interest in real property during the term of the lease. It may contain a clause providing for tenant owned improvements, and for their disposition at the end of, or cancellation of, the lease. A lease may contain a provision for partial or total cancellation of the lease in the event of a sale or threat of condemnation. If a lease is present, follow procedures for relocation in *Chapter IX - Relocation Assistance*, if necessary.
 - f. USDA Subsidy Contract. A contract between USDA and the owner of record to ensure the nonuse of a parcel of land and may or may not be recorded. They are generally compatible with our contemplated use of the property because we do not intend to farm it, but problems may arise if the owner of record must pay back the proceeds due to our acquisition. It must be made clear to the owner of record and the local USDA office that our agency has no intention of agreeing to any contract extensions or new contracts after the acquisition is completed.

B. Title Encumbrances. Title clearing actions are to be coordinated with the landowner. All title encumbrances must be removed or determined to be administratively acceptable.

1. Administratively Acceptable. The request for waiver of any encumbrance appearing in the title evidence is made in the letter of request for a preliminary opinion of title and requesting approval by the Regional/Field Solicitor. The following are generally administratively acceptable:

a. Reservation in U.S. Patents. These reservations are administratively acceptable; however, when BLM acquires fee title to the land with a reservation from a U.S. Patent, the rights merge. The title company may agree to remove this encumbrance so it will not appear on the policy of title insurance.

b. Utility Easements. Property inspection will reveal if utility easements were constructed, are being utilized, and are located where described. Locate the easements on a map of the property, if necessary, before you do the field inspection so that you will know their location. If not in use, you may want to have the holder sign a document to release the easement.

c. Mineral Reservations and Mineral Leases. Determine the risk to the United States where another party will own some or all of the mineral estate. One question that you can ask yourself is, will the mineral reservation interfere with the purpose for which the property will be used? These are usually unacceptable in conservation easements as they can defeat the purpose for the intended use of the easement.

d. Road Easements/Rights-of-Way/Road Use Agreements. Plot these on a map and beware of "floating" easements. You may need to see if the holder would be willing to sign a new easement that specifically defines the location of the road or facility. BLM right-of-way/easement on private land will merge with fee title. Any rights in the easement deed need to be honored.

e. Land Conservation Contracts. Usually authorized under State law and dissolve upon conveyance of the property to the United States (agricultural related).

f. Water Rights. Usually for specific springs or creeks. Some States also control groundwater rights. Analyze the impact of these rights on the future Federal ownership of the property, especially if you are acquiring the property for its riparian values.

g. Survey Discrepancies. This is usually a "regional exception" in the title policy, but some title companies will include a specific exception for a recorded survey of record that affects the property. If there is a question about the accuracy of the survey, consult your cadastral or engineering division. (See *Chapter V - Document Preparation, Illustration 1 and 2*).

h. Navigable Waters. Title companies will include any claims arising from the difference in the mean high water line of any navigable stream and the meander lines.

i. Lack of Access. Usually of no concern because the United States will already own the property adjacent to the parcel being acquired, or will have acquired, through easements, access across other adjoining parcels of property.

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j. Reservations. Land should be obtained free of reservations. If this is not possible, they may be accepted subject to reservations or outstanding rights which will not interfere with the administration and use for the purposes for which they are acquired. If the reservation is consistent with our land use plan, it can be considered administratively acceptable.

k. Right of Reverter. When the fee title to land is donated as a gift to the United States for the purpose of erecting specified permanent improvements or facilities, the fee title may be accepted subject to the reservation of a right of reverter to the grantor in the event construction of such improvements or facilities is not commenced on or before the date specified in the conveyance. The right of reverter must terminate immediately upon the expenditure of funds appropriated for the construction of such improvements or facilities. All reverters must have Department of Justice approval; therefore, the language of a reverter clause must be approved by the appropriate Regional/Field Solicitor. Generally reversionary clauses are not acceptable.

1. Defeasible Fee Title. Lands may be acquired by gift with defeasible title when no permanent improvements are to be erected thereon, provided the interest intended to be acquired is sufficient to permit the use of the land contemplated. In the event it is decided at some future time to erect permanent improvements on such land, the provision for defeasance must be eliminated.

2. Not Administratively Acceptable and Curative Actions. In completing an acquisition, it may be necessary to prepare curative documents to clear some encumbrances which interfere, or may interfere, with the use or ownership of the land by the United States and which are not acceptable. The most common title objections are: taxes and assessments, mortgages, deeds of trust, mechanic's liens, and judgments. Other objections that must be cleared are contracts of sale, liens or claims relating to decedents' estate, leases, joint tenancies, tenancies in common, and dower and curtesy rights. Some organizations may charge as a cost of doing business in preparing and/or executing such documents as subordinations, partial releases, etc. Such nominal costs of doing business may be paid by the United States. The dollar consideration should be reflected in the curative document.

a. Consultation with Regional/Field Solicitor Office. Contact your State Office Realty Specialist who will secure the Regional/Field Solicitor's advice on curative actions.

b. Listing of Some Common Encumbrances and Possible Curative Measures.

Encumbrance

Possible Curative Measures

Delinquent taxes

In all acquisitions, delinquent taxes must be paid. Taxes are delinquent on the date interest begins to accrue. Burden of payment is on the grantor.

Current taxes which are due and payable

In fee acquisitions, taxes must be paid. In easement acquisitions, taxes must be paid unless the amount of the purchase price of the easement is insufficient to pay such current taxes, in which case they may be waived. Burden of payment is on the grantor. See *Chapter VIII - Closing, II. B. 1., Reimbursable Expenses*, for prorated taxes.

**Current taxes which are a
lien but not yet due and
payable**

In fee acquisitions, taxes must be paid by the grantor or a sum sufficient to pay such lien must be withheld from the purchase money. See *Chapter VIII - Closing, II. B. 1., Reimbursable Expenses*, for prorated taxes. Easement acquisitions require the withholding of funds for payment unless the amount of the purchase price for the easement is 50 percent or less of the appraised value of the contiguous land of the grantor, in which event they may be waived with the Regional/Field Solicitor's approval. If the purchase price for the easement is more than 50 percent, funds should be withheld from the purchase price to pay current taxes when they are due, refer to *Chapter VIII - Closing*. In some states taxes are paid in arrears. In these cases the amount of tax is estimated on the prior year levy and assessment. In escrow closing we require a tax agreement between the owner of record and the title company to assure that there will be no reference to taxes in our policy of title insurance. In non-escrow closings we can withhold an amount from the consideration (usually 120% of last years taxes) and pay them ourselves when the tax bills come out.

**Special Tax Assessments
Tax Deferral**

Depending on local statute, a penalty or additional tax **may be imposed** by local governmental authorities when the land becomes disqualified for special assessment as Forest Land, Farm Use, Agricultural, Open Space, etc. is suspended during ownership by the United States. Since this tax lien is merely suspended, it remains a cloud on the title. Accepting title without removing this exception would violate the Department of Justice Standards. In fee acquisitions, a final title opinion approving the acquisition of title to property cannot be given until the additional tax penalty is paid, even if the collection of that tax is suspended by the local governmental authorities voluntarily during the ownership of the property by the United States and the title company removed the exception from the title policy. Since this is a cost imposed on the landowner for selling the real property to the United States, this penalty made be paid by BLM under the provisions of the P.L. 91-646 as stated in *49 CFR 24.106*. If the tax deferral penalty is waived in writing by the county and accepted by the title company with the encumbrance not appearing on the title, no payment will be necessary and there will be no cloud on the title. For easement acquisitions, this encumbrance may be waived.

Mortgages

In fee acquisitions, this must be removed. In the case of easements, procure a Subordination Agreement (*See Illustration 7*), an Agreement and Understanding Regarding Easement (*see Illustration 8*), or obtain a Partial Release of Mortgage (*see Illustration 9*). If the mortgage is not more than 50 percent of the appraised value and the consideration for the easement is not more than 10 percent of the appraised value of the entire contiguous property, the title objection or exception created by the mortgage may be waived with the Regional/Field Solicitor's approval.

The burden of payment is on the grantor. Do not automatically assume these will be easily removed from the title. Discuss each one in detail with the grantor, and the lien holder, if possible.

In some cases, a mortgage may have been satisfied at some time in the past, but no document was recorded to remove it from the title. The document may exist, and will simply need to be recorded. If the document has been lost or none was ever produced, the lien holder must be willing to sign a new document.

Deed of Trust

Join the beneficiary and the trustee in the conveyance or, in the case of mortgage lien States, obtain a Partial Release of Deed of Trust. (*See Illustration 10*).

Mechanic's Lien

Have grantor pay off the lien or subordinate the rights of the lien holder by affidavit in recordable form (*See Illustration 11*), or obtain a Subordination Agreement. (*See Illustration 7*).

Judgments

A money judgment is a lien on all real and personal property of the debtor and is similar to a mortgage. A judgment effects properties owned by the debtor in the county in which the judgment is entered at the time of judgment (may be subject to Homestead exemption on the principal residence). It also effects properties to which the debtor acquires ownership or a contract interest during the life of the judgment and all properties owned by the debtor in all other Counties of the State, provided an Abstract of Judgment has been recorded in the County in question.

Have grantor pay off the judgment or obtain a Subordination Agreement (*See Illustration 7*), or obtain a Partial Release. (*See Illustration 9*).

Contract of Sale	Join the purchaser in the conveyance of title to the United States. (<i>See Chapter V - Document Preparation</i>).
Decedent's Estate	Probate - Discuss clearance with the attorney for the estate. Obtain attorney's or title company's statement as to solvency of the estate (all debts paid, etc.). If joint tenancy exists, the land passes to the survivor without probate. Unprobated - If there has been no judicial determination of heirship, discuss with the title company. If the title company will not clear, submit two Affidavits of Heirship with the usual documents for title opinion (<i>See Illustration 5</i>). State Statute will govern. For probated or unprobated estates, obtain official certification of payment of State and Federal estate or inheritance taxes. If not assessed, proof of non-assessment or exemption must be provided.
Financing Statements, Seed and Farm Laborer's, Liens against crops	These are liens filed in the office of the Secretary of State. Fee acquisitions must have this encumbrance removed. Subordinate their rights if they are tied to the land. May be waived if they affect fixtures located away from the subject easement.
Lessees or any other persons, other than the record owner(s), occupying or using all or any part of the property	Subordinate their rights by a separate document or by joining in a special clause in the case of an easement deed as shown in <i>III.B.2.b.4.c. Release of Interest Clause</i> , below. Clearance can be obtained by Disclaimer (<i>See Illustration 12</i>), Quitclaim Deed (<i>See Chapter V - Document Preparation</i>), or Consent to Easement (<i>See Illustration 13</i>).
Dower, Curtesy, Spousal, or Co-tenants' Interests	Join the interest holder in the conveyance or execute a release to the United States. (<i>See Chapter V, Document Preparation</i>).

A listing of some of the common encumbrances with clearance required for fee title and easements may be found in *Illustration 14*.

3. Other Encumbrances. Contact your State Office Realty Specialist and, if necessary, the appropriate Field/Regional Solicitor will be contacted for advice.

4. Release of Interest Clause.

a. Subordinations may be provided by having the subordinator execute a special provision in the original deed of conveyance or preferably by means of a separate subordination instrument. When an interest in real property (such as an easement) is to be subordinated, join the subordinator in the execution of the BLM deed using special language which eliminates the responsibility of warranty. Guidance for preparing the subordination agreement before or after recording of the acquisition document is shown in *Illustration 7*.

b. The joining of the subordinator in the deed is also an option.

c. In order to provide for the joining of a subordinator in the execution of a deed, the following language can be inserted in the deed above the date line:

“The undersigned (Insert Exact Name) for valuable consideration from the grantor, receipt of which is hereby acknowledged, does hereby join in the execution of this instrument for the sole and specific purpose of (subordinating, quitclaiming) (his), (her), (their), (its) rights, title, lien, charge, or other interest in the herein described (Describe third-party rights being subordinated) and is not entering into or becoming a party in any degree or manner to the warranties to title herein contained.”

5. Condemnation to Clear Title. Refer to *Chapter X - Condemnation*.

IV. Inspection of Property. A purchaser of land has a duty to inspect the premises, depending upon such inspection and upon the public records to disclose the ownership and any interest therein. The title report is an account of the record pertaining to a specific parcel of real property; the Certificate of Inspection and Possession (*see Illustration 15*) is designed to reflect unrecorded factors which may affect title to property. When inspecting the property or inquiring about it, consider the entire property, even when only acquiring an interest in the land. A logging operation or recent improvement may be distant from the easement area or parcel to be acquired in fee and still adversely affect the interest to be acquired by BLM.

A. Inspection.

1. The first inspection should be made during the initial examination of the property or during negotiations. This inspection provides information about occupants or improvements that will affect the rights acquired by the United States.

2. The second inspection will be made immediately prior to the closing of the transaction. Any changes in the property affecting the rights acquired will be clarified and cleared, if necessary, before processing for payment.

B. Inquiry. Inquiry should be made at the first meeting with the owner and again at time of closing. Inquiry should also be made of all occupants of the land including renters, lessees, loggers, tenants and others holding rights to the land. The first inquiry will assist the negotiator in disposing of unrecorded interests in the property while the second inquiry is for the purpose of disclosing any additional interest which may have developed. If an easement is negotiated by mail, inquiry and response should be a part of the correspondence.

C. The Certificate of Inspection and Possession. This certificate is prepared as of the times stated above and must be submitted with request for final title opinion. Two forms of CIP that are acceptable to the Department of Justice are included in *Illustration 15*, either of which may be used. Form #1 is designed to be completed by one individual, and it is preferred over Form #2 because its use makes it less likely that information will “fall through the crack.” Form #2 is designed to be completed by two individuals (ex: a ranger might be asked to inspect the land, and a realty specialist might be asked to conduct the owner contact). Other forms of CIP are not acceptable. No portion of the CIP forms may be deleted or scratched out. All blanks must be filled in. If a particular blank is not applicable to an acquisition, it should be filled in with “N/A.” Both forms anticipate that additional information can and often will be added to the CIP, especially if

the inspection or inquiry reveals possible possessory rights of other in the property. Guidelines on the preparation of the form follow:

1. Description of Tract or Parcel should be of the land over which the easement or fee has been obtained and not a listing of an entire legal subdivision. The legal description for a fee acquisition must be precise. An easement with reference made to plat exhibit, may be shown as "portion of the SE 1/4 of Sec. 5, T. 20 S., R. 20 W., Willamette Meridian."
2. The Acreage following the description should be the acreage of the easement or fee being acquired.
3. Mechanics's Lien Clause is often the name given to paragraph B.1. of the CIP form as it certifies that there is no evidence of labor or materials having been placed on the property within the past six months such as roads or surveys, buildings, fences, etc. Survey staking must be identified as BLM. If other staking is on the ground, it could signal a second right-of-way such as a pipeline which would have to be resolved or coordinated. When new improvements are found, inquiry should be made that both the materials have been paid for and that labor costs are paid since they may have been handled under separate arrangements. If there is evidence of labor, a release or affidavit stating that all payments have been made is necessary to forestall a "lien." (*See Illustration 11*).
4. Occupants. Paragraph B.5. should reveal the actual occupants of the land and if other than the owner, a disclaimer, or other appropriate instrument should be obtained. (*See Illustration 12 or last page of Illustration 15.*) Entries under this paragraph might be:
 - Vacant and unoccupied.
 - Owners in occupancy.
 - Mr. and Mrs. Jones in occupancy as tenants.
 - Charles Stump grazing cattle under unrecorded lease.
 - Fir Logging Company removing timber under unrecorded contract.
 - Telephone company occupying a portion of subject easement with an unrecorded utility and access easement.
5. Comments may be used to update or note changes, for Regional/Field Solicitor's information, on such things as certifying the currency of the pre-acquisition environmental site assessment.

V. Title Opinion. Arrangements may be made or have been made with your local Regional/Field Solicitor's office to have the State Office prepare the Solicitor's opinion for preliminary and final title. All encumbrances shown in the title evidence must be eliminated prior to closing or waived by the Solicitor.

A. Preliminary Opinion. Explain to the Regional/Field Solicitor why the U.S. should not be concerned about certain encumbrances, and request waiver of those encumbrances. You should also explain how you will extinguish or correct encumbrances that you see as a problem. Make your request logical and easy to follow.

1. When to Request. The Field Office should request a preliminary opinion prior to the deed being signed or after entering into a contract for the purchase of real property, or any interest therein, upon receipt of title, receipt of the Certificate of Inspection and Possession, appraisal, and pre-acquisition environmental site assessment. The promptness with which you do this will be a major factor in achieving early payment.

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

2. How to Request. Unless otherwise stated in a given State’s Handbook Supplement, the following can be used as a guide. The Field Office Manager sends the request to the State Director and it includes:

a. Transmittal Memorandum. The transmittal memorandum is addressed to the State Director. (See Illustration 16.)

(1) Identify the acquisition on the subject line by the name, number, and project, as:

(a) Claude M. Mope and Delores G. Mope Easement, OROR-23446, Gold Creek Access Road Project, BLM 422.

(b) Winter Lumber Company Easement , OROR-345566, Holly Creek Major Road Purchase, BLM 456.

(c) James T. Yama and Virginia E. Yama Easement, OROR-4444, Brushy Creek Timber Sale Road.

(2) List the material transmitted, or enclose the case file with the request.

(a) Offer Letter or Agreement to Purchase.

(b) Draft deed.

(c) Preliminary Title Evidence.

Property description (Schedule A) must be approved by certification. This certification assures the Department of Justice the lands referred to in the title evidence includes the lands described in the easement or deed. Certification may be written or rubber-stamped as follows:

“The lands described in Schedule A include all the land described in the (list type of deed) deed
Serial Number _____

Dated _____
By _____”

(d) Approved Appraisal Reports.

(e) Letter of Agreement with Landowner, if applicable.

(f) Vicinity Map.

(g) Pre-acquisition Environmental Site Assessment, including the grantor's certification for fee acquisitions (See Bureau Handbook, H-2101-4 - Preacquisition Environmental Site Assessments.)

(h) First Certificate of Inspection and Possession.

(3) Statements on administrative settlements and range improvement projects.

(a) For non-LWCF acquisitions settled over the appraised price, the following statement is added to the request for the preliminary title opinion:

"We have administratively determined that it is advantageous to the United States to purchase this (easement)(land) for \$ _____. Justification for the purchase price paid is documented in the case file."

See *Chapter VI, Negotiation* for negotiated purchase price.

(b) For LWCF acquisitions, include congressional approval.

(c) If the acquisition is for a range improvement project, include the following statement in the request for the preliminary title opinion:

"The United States plans to spend approximately \$ _____ for this project."

(4) State the proposed disposition of each item on the title evidence. Where administrative waiver of an item is requested, explain the nature of the exception and its effect upon the use of the land by the United States, refer to *Section III. B., Title Encumbrances*.

b. The State Office Realty Specialist will complete the preliminary title opinion request. (See Illustration 17).

3. **Begin Title Clearance.** Title clearance actions should not begin without coordination with the landowner. If the case is to be processed through an escrow, the instructions for closing through escrow should be finalized and sent to the authorized company. (See *Illustration 18*). With respect to frequently encountered title objections for which methods of clearing are firmly established, experienced personnel may not find it necessary to wait for receipt of the preliminary opinion of title to begin title clearance.

4. **Complete Title Clearance.** The preliminary title opinion (See *Illustration 19*) will set out infirmities of title (including due taxes) which, when cleared, will permit the rendering of a final title opinion and ultimate payment of the consideration. When received in the State Office, the opinion should be forwarded to the district for completion of the requirements. If any changes have occurred since the request for preliminary opinion of title, consult with your State Office Realty Specialist to determine if further Regional/Field Solicitor review is necessary.

5. **Request for Pro Forma.** If you feel it is necessary, a Pro Forma of the final title policy to be issued may be requested prior to the recording of the deed. It is issued on the ALTA U.S. Policy 9-28-91 form

which is marked PRO FORMA (*See Illustration 20*). It shows title vested in the UNITED STATES OF AMERICA. The Pro Forma serves as a preliminary review for you and the Solicitor of the final title policy as to how it will appear. If necessary, it identifies and allows for any further title clearing issues to be addressed and removed.

6. Record the Deed. This should be done after satisfactory preliminary opinion of title has been received, unless you have already done so to prevent new tax liens, refer to *Chapter VIII - Closing*.

B. Final Opinion.

1. When to Request. Request a final opinion after the preliminary opinion has been received, objections cleared, deed recorded, and final title policy has been received.

2. How to Request. The Field Office requests a final opinion of title by submitting the following material, unless it is already in the State Office:

a. The transmittal memorandum is addressed to the State Director (*See Illustration 21*) transmitting the following:

- (1) Recorded Deed.
- (2) Certificate of Inspection and Possession. (*See Illustration 15*).
- (3) Title Evidence (Preliminary Title Evidence and Final Title Policy).
- (4) Preliminary Opinion of Title and Request for Same.
- (5) Land Acquisition Voucher Certificate.
- (6) Other documents as the Solicitor may require.

b. The State Office Realty Specialist will complete the final opinion request (*see Illustration 22*) and final opinion of title (*see Illustration 23*).

American Land Title Association (ALTA) 9/28/91 Policy Format

UNITED STATES OF AMERICA

POLICY OF TITLE INSURANCE

Issued by

BLANK TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B OF THE CONDITIONS AND STIPULATIONS, BLANK TITLE INSURANCE COMPANY, a Blank corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the lis pendens notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations. [Witness clause optional].

BLANK TITLE INSURANCE COMPANY

BY: _____

BY: _____

ALTA U.S. POLICY - 9/28/91

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or locate of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records of Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy.
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

<u>SCHEDULE A</u>	
[File No.]	Policy No.
	Amount of Insurance \$ [Premium \$]
Date of Policy _____	[at a.m. p.m.]
1. Name of Insured:	
2. The estate or interest in the land which is covered by this policy is:	
3. Title to the estate or interest in the land is vested in:	
[4. The land referred to in this policy is described as follows:]	
If Paragraph 4 is omitted, a Schedule C, captioned the same as Paragraph 4, must be used.	

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

SCHEDULE B

[File No.]

Policy No.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. [POLICY MAY INCLUDE REGIONAL EXCEPTIONS IF SO
2. DESIRED BY ISSUING COMPANY]
3. [VARIABLE EXCEPTIONS SUCH AS TAXES, EASEMENTS,
 CC & Rs, ETC.]
- 4.

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to any insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule [A] [C], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A] [C], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants or warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4 (a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgement or order.

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the company, the insured, at the company's expense, shall give the company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(e) Notwithstanding Conditions and Stipulations Section 4 (a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6 (b) (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6 (b) (i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule [A] [C] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settle on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

American Land Title Association (ALTA) 9/28/91 Policy Format - continued

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

(c) No Subrogation to the Rights of the United States.

Notwithstanding the provisions of Conditions and Stipulations Section 13 (a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs, attorney's fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States or, if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at (fill in).

NOTE: Bracketed [] material optional

Commitment for Title Insurance

Form No. 1343 (1982)
ALTA Plain Language Commitment

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark A. Hansen* SECRETARY

BY *Aileen J. Miller* COUNTERSIGNED

Commitment for Title Insurance - continued

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Commitment for Title Insurance - continued

First American Title Company

P.O. Box 307, 127 EAST MAIN STREET, REXBURG, IDAHO 83440
TELEPHONE (208) 356-3653 FAX (208) 356-3669

Order No. F-26957
Page No. 2

SCHEDULE A

1. Commitment Date: **December 3, 1999, at 7:30 a.m.**

TO: **BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE
ATTENTION: JACKIE SIMMONS
1387 SOUTH VINNELL WAY
BOISE, ID 83709**

2. Policy or Policies to be issued: Policy Amount Premium

<input checked="" type="checkbox"/>	(a)	Owner's Standard Policy	\$10,000.00	\$150.00
		U.S. Policy Form 1037 (Rev. 12/91)		
		Proposed Insured: UNITED STATES OF AMERICA		

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by **BELL FAMILY L.L.C., an Idaho limited liability company.**

4. **The Land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A"

Commitment for Title Insurance - continued

EXHIBIT "A"**PARCEL 1:**

A parcel of land being a portion of Lot 12, Section 1, Township 7 North, Range 40 E.B.M., Fremont County, Idaho, and being more particularly described as follows: Commencing at the SW corner of said Section 1, being a rebar and cap as filed for record as Instrument No. 435125 in the office of the Fremont County Clerk and Recorder; thence N. 00°06'29" W. along the West line of said Section 1 a distance of 8.23 feet to a point on the Northwesterly right-of-way line of U.S. Highway No. 20, being the Point of Beginning; thence continuing N. 00°06'29" W. along said West line of Section 1 a distance of 1160.03 feet to a rebar and cap bearing the PLS No. 7381, set as a meander corner on the South bank of the Henry's Fork of the Snake River; thence along said South bank of the Henry's Fork for the following seven courses: (1) N. 53°54' E., a distance of 119 feet; (2) N. 58°54' E., a distance of 173 feet; (3) S. 88°11' E., a distance of 128 feet; (4) N. 77°14' E., a distance of 141 feet; (5) N. 32°41' E., a distance of 71 feet; (6) N. 41°44' E., a distance of 134 feet; (7) N. 69°14' E., a distance of 22 feet to the USBLM Brass Cap monument set as a witness corner to angle point 6 on the original meander line of said South bank of the Henry's Fork; thence along said original meander line for the following two courses; (1) N. 89°57'00" E., a distance of 382.61 feet; (2) N. 61°43'11" E., a distance of 52.98 feet to a point on said Northwesterly right-of-way line of Highway 20; thence 1899.60 feet along the arc of a curve to the left having a central angle of 25°50'12", a radius of 4212.56 feet, and a chord which bears S. 35°10'21" W. 1883.55 feet distant to the Point of Beginning. **EXCEPT:** U.S. Highway 20.

PARCEL 2:

A parcel of land being a portion of the SW¼ of Section 1, Township 7 North, Range 40 E.B.M., Fremont County, Idaho, and being more particularly described as follows: Commencing at the SW corner of said Section 1, as filed for record as Instrument No. 435125 in the Office of the Fremont County Clerk and Recorder; thence S. 89°49'53" E., along the South line of said Section 1 a distance of 304.57 feet to the Point of Beginning; thence along the Easterly right-of-way line of U.S. Highway No. 20, a distance of 1,324.08 feet along the arc of a curve to the right having a central angle of 19°20'26", a radius of 3,922.56 feet, and a chord which bears N. 33°54'26"E., 1317.81 feet; thence S. 00°02'45" W., a distance of 409.16 feet; thence S. 59°52'51" E., a distance of 197.34 feet; thence S. 23°30'00" W., along the centerline of an existing county road a distance of 640.55 feet; thence N. 89°49'43" W., along said South line of Section 1 a distance of 650.10 feet to the point of beginning. **EXCEPT:** County Road. **ALSO EXCEPT:** U.S. Highway 20.

TITLE OFFICER - Grant Moedl

Commitment for Title Insurance - continued

Order No. F-26957
Page No. 3

SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and /or the mortgage to be insured.
- (b) Pay us the premiums fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items (s) N/A.
- (f) Other:

In the matter of the Estate of Frances W. Bell we require a certified copy of the Letters Testamentary be recorded.

We require a copy of the articles of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.

For a member-managed L.L.C., we require that all members join in execution of conveyances and encumbrances and for a manger-managed L.L.C., we require that all managers join in execution of conveyances and encumbrances.

Commitment for Title Insurance - continued

Order No. F-26957
Page No. 4

**SCHEDULE B - SECTION 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 1999 taxes are a lien, not due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 1999 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing line not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein.

<u>Year</u>	<u>Original Amount</u>	<u>Amount Paid</u>	<u>Parcel Number</u>
1999	\$13.78	\$0.00	RP07N40E01600

Homeowners Exemption is not in effect for year 1999.

Commitment for Title Insurance - continued

SCHEDULE B CONTINUED

Order No. F-26957
Page No. 5

8. Any claim arising from the difference in the mean high water line of the Henry's Fork of the Snake River and the meander line as shown on the Original Government Survey.
9. Matters as shown on survey recorded November 29, 1996, Instrument No. 444026.
(Parcel 2)
10. Matters as shown on survey recorded December 13, 1999, Instrument No. 449349.
(Parcel 1)
11. Easement granted to Utah Power & Light Company, recorded July 12, 1968, as Instrument No. 313815. (Parcel 2)
12. Right of Way and Easement granted to Utah Power & Light Company, recorded March 17, 1983, as Instrument No. 380201.

NOTE: If you have any questions regarding this report, please feel free to contact your Title Officer, Grant Moedl

Note: PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATION: A minimum cancellation fee of \$100.00 will be charged on all canceled orders unless notified to the contrary. All orders shall be canceled and a billing sent within 6 months of the effective date on the commitment.

END SCHEDULE B

CEN/JT/00004708.C99

Policy of Title Insurance

 **TICOR TITLE INSURANCE**

38 3020 005 00121

Policy of Title Insurance

American Land
Title Association
United States
Policy Form —
9/28/91

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;


4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the *lis pendens* notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

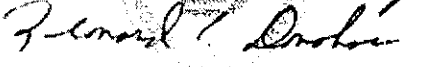
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Issued by:
CASCADE TITLE COMPANY
1075 Oak Street
Eugene, OR 97401-3189
(503) 687-2233

TICOR TITLE INSURANCE COMPANY

By  President

Attest  Secretary


Authorized Signatory

ALTA U.S. POLICY (9/28/91)
Reorder Form No. 2298

Policy of Title Insurance - continued

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and Zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

Illustration 3, Page 3 (II.A.)

Policy of Title Insurance - continued

in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate, provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS;
TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options.

(a) **To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay, or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE;
REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

Policy of Title Insurance - continued

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) **The Company's Right of Subrogation.**
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-Insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

(c) **No Subrogation to the Rights of the United States.**

Notwithstanding the provisions of Conditions and Stipulations Section 13 (a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies

which may exist, and the Company may be consulted if the Company agrees in writing to reimburse the United States for all costs, attorney's fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Tigor Title Insurance Company, Claims Department, P.O. Box 2233, Los Angeles, California 90051.



Policy of Title Insurance - continued

TRANS	SI	INF								REISSUE INSURANCE
TYPE	IND	END	CODE	CODE	CODE	CODE	CODE	CODE	CODE	15
6	7	8	9	10	11	12	13	14		

OFFICE FILE#	POLICY NUMBER	DATE OF POLICY	AMOUNT	PREMIUM
1	2	3	4	5
CT-221843	38-3020-005-00000121	DECEMBER 22, 1999 at 1:59 PM	\$38,000.00	\$270.00

OWNER SCHEDULE A

Premium: \$270.00 Agent File No.: CT-221843

Amount of Insurance: \$38,000.00 Date of Policy: DECEMBER 22, 1999 at 1:59 PM

1. Name of Insured:

THE UNITED STATES OF AMERICA

2. The estate or interest in the land which is covered by this policy is:

Conservation Easement*

3. Title to the estate or interest in the land is vested in:

THE UNITED STATES OF AMERICA

4. The land referred to in this policy is described as follows:

(A T T A C H E D)

* as defined in that grant from Richard A. Briggs to the United States of America, dated November 23, 1999, recorded December 22, 1999, Reception No. 1999104049, Lane County Official Records.

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

Policy of Title Insurance

SCHEDULE B

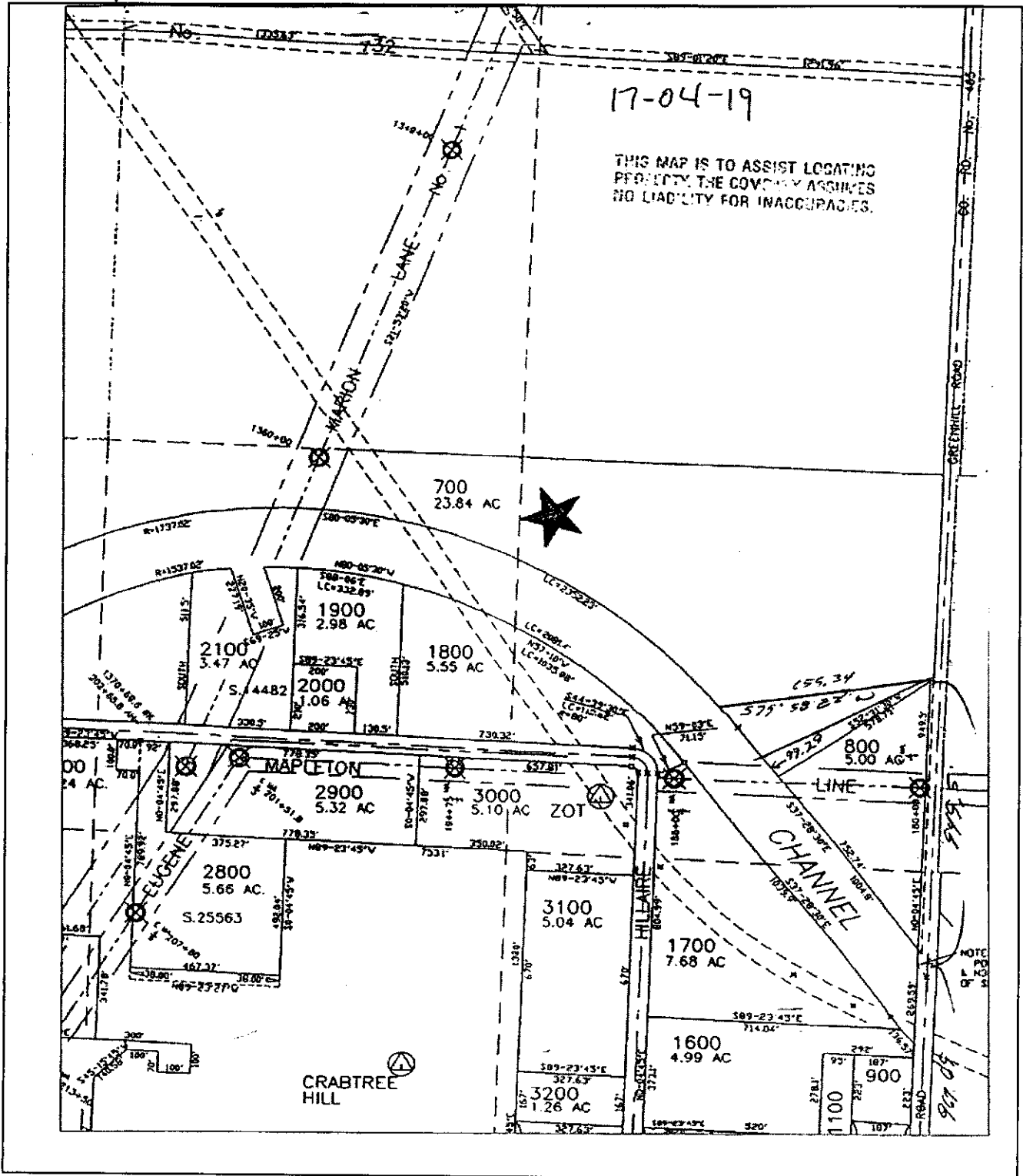
Policy No. 38-3020-005-00000121

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
2. Rights of the public in and to that portion lying within County Road No. 465 and County Road No. 732.
3. Easement, including the terms and provisions thereof, granted to United States of America, by instrument recorded March 23, 1948, in Book 369, Page 530, Lane County Oregon Deed Records.
4. Easement, including the terms and provisions thereof, granted to Eugene Water & Electric Board, by instrument recorded December 9, 1966, Reel No. 299D, Reception No. 68858, Lane County Oregon Deed Records.
5. Easement, including the terms and provisions thereof, granted to United States of America, by instrument recorded May 26, 1969, Reel No. 437, Reception No. 65424, Lane County Official Records.
6. Easement, including the terms and provisions thereof, granted to Amazon Water Control District, by instrument recorded April 2, 1970, Reel No. 475, Reception No. 1481, Lane County Official Records; the interest of Amazon Water Control District was conveyed to the City of Eugene by instrument recorded February 27, 1974, Reel No. 679, Reception No. 7407506, Lane County Official Records.
7. Easement, including the terms and provisions thereof, granted to Amazon Water Control District, by instrument recorded May 21, 1971, Reel No. 532, Reception No. 47747, Lane County Official Records; the interest of Amazon Water Control District was conveyed to the City of Eugene by instrument recorded February 27, 1974, Reel No. 679, Reception No. 7407506, Lane County Official Records.
8. Dedication of Public Road Easement to Lane County by instrument recorded November 29, 1978, Reel No. 955, Reception No. 7878293, Lane County Official Records.

END OF EXCEPTIONS

Policy of Title Insurance - continued



Policy of Title Insurance - continued

SUPPLEMENTAL TITLE INSURANCE

To: UNITED STATES OF AMERICA

There has been no change in the title to the property covered by our Policy of Title Insurance,

Policy Number _____, since _____, 20 ____, at

_____ (a.m.) (p.m.), except as set forth below:

2000 - 2001 taxes have been paid in full

Order for Title Evidence

United States Department of the Interior
Bureau of Land Management
(Street Address)
(City, State, and Zip)

In reply refer to:
IDI-32801 (933)

January 3, 2000

Ms. Becky Loomis
First American Title Company
PO Box 307
Rexburg, ID 83440

Dear Ms. Loomis:

Please furnish a separate title commitment for a policy of title insurance covering the following properties in the minimum amount of \$10,000.00. The final policy insurance must be on the ALTA U.S. Policy - 9/28/91 form and the insured must be the United States of America.

Assumed Owner

Property Description

Ed Krantz

T. 5 N., R. 38 N., Sec. 11: NW¼NW¼,

Please include copies of all books and pages of encumbrances referenced in Schedule B of the title commitment. A map is included showing the proposed (road easement) (fee purchase) that is being considered.

Payment is enclosed for \$100.00 to cover the cost of the title commitment services. We anticipate ordering a policy at a later time but are obligated to remit payment for services rendered at this time. Please consider this a partial payment for a future policy. Also, would you provide a receipt for the payment when the commitment is mailed.

If there are any questions concerning this request, please contact me at the above address or call (208) 373-3867.

Sincerely,

Jackie Simmons
Realty Specialist

Enclosures:
Vicinity Map
Payment

Affidavit of Heirship

AFFIDAVIT OF HEIRSHIP

I, _____ (Name of Affiant) _____, residing at _____ (Street and Number) _____ in _____ (City or Town) _____, _____ (State) _____, _____ (County) _____ being of full legal age, for the purpose of establishing the legal ownership of certain land in _____ (Legal Description) _____ (County) _____, (State) _____, proposed to be purchased by the United States of America from all the lawful heirs of _____ (Name of Decedent) _____ late of _____ (City or Town) _____, _____ (County) _____, _____ (State) _____, who died on the ___ day of _____, 20 ___, at the age of ___ years, a resident of _____ (City or Town) _____, _____ (County) _____, _____ (State) _____, on oath depose and say as follows:

- (1) That I was personally acquainted with the above-named decedent for the period of ___ years from _____, 20 ___, until his/her death, and that my relationship to said decedent was _____.
- (2) That said decedent was married to but once and then to _____ (Spouse) _____ at _____, in 20 ___, who [survived] [predeceased]. (The Affiant should cross out any statement enclosed in brackets which is not applicable to said decedent).
- (3) That the following is a list of the full names, relationships to the decedent, ages, marital status, and addresses of all surviving issue or other heirs of said decedent:

Full Name	Relationships to Decedent	Age	Married To	Address

(4) [That said decedent left no will, no issue, or no collateral heirs other than those named above and no unpaid debts or claims except as stated below.] (All statements made by the Affiant will be considered to be made on the Affiant's's personal knowledge unless the contrary is expressly indicated.) [That I have made careful inquiry and that to the best of my information and belief said decedent left no will, no issue, or no collateral heirs other than those named above, and no unpaid debts or claims except as stated below.] (The Affiant should cross out any statement enclosed in brackets which is not applicable.)

(Unpaid Debts)

- (5) That the value of the decedent's entire estate at death, including all property, real and personal, then owned by the decedent, did not exceed \$ _____, and that all funeral expenses and debts against the estate have been paid.
- (6) That I am [not] interested financially or by reason of relationship to said decedent in the proposed conveyance to the United States of America in connection with which this affidavit is furnished, and understand that it is secured for the purpose of inducing the United States to purchase land owned by said decedent.

Dated this _____ day of _____, 20 __

Bankruptcy Trustee Deed

TRUSTEE DEED

FOR VALUE RECEIVED in the amount of four hundred forty eight thousand, two hundred dollars (\$448,200.00), RONALD D. SCHOEN, as duly appointed, qualified and acting Standing Chapter 12 Trustee in Bankruptcy Case No. 96-02117, in the United States Bankruptcy Court for the District of Idaho, wherein Rockin S Ranch, Inc. appears as Debtor, Grantor therein, does hereby grant, sell and convey unto

**THE NATURE CONSERVANCY
2404 BANK DRIVE, SUITE 314
BOISE, ID 83705**

the Grantee, all right, title and interest to the said Estate, in and to a parcel of land located in Elmore County, Idaho, more particularly described as follows:

312208

Township 6 South, Range 9 East,
Boise Meridian, Elmore County, Idaho
Section 1: Parcel "B" of U.S. Govt Lot 4
Parcel "B" of U.S. Govt Lot 5
U.S. Govt Lot 6 (Island)
U.S. Govt Lot 7 (Island)

Township 6 South, Range 10 East,
Boise Meridian, Elmore County, Idaho
Section 6: U.S. Govt Lot 3
U.S. Govt Lot 5

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 3:02 P M

Date December 10, 1998

Book _____ Page _____

DOLORES ROBISON

Recorder

By _____

Deputy

Fee \$9.00

THE SALE OF THE DESCRIBED PROPERTY IS SUBJECT TO:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by public records.

TRUSTEE DEED

-1

Bankruptcy Trustee Deed - continued

4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, lien, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Right of Way Deed granted by Joaquin Solosabal and Filomena Solosabal, husband and wife, to the public, recorded July 26, 1939, in Book 2 of Deeds to Public Highways at page 39, records of Elmore County, Idaho, on, over and across Lots 2 and 3, SW1/4NW1/4 and NW1/4SW1/4 Section 1, T6S, R9E, Boise Meridian, Elmore County, Idaho.
10. Power Line Easement granted by Joaquin Solosabal and Filomena Solosabal, husband and wife, to Idaho Power Company; recorded April 17, 1944, in Book 39 of Miscellaneous records at page 359, records of Elmore County, Idaho, on, over and across Lot 1, Section 35, T5S, R9E, and Lot 2, Section 1, T6S, R9E.
11. Power Line Easement granted by Louis Solosabal and Ruth Solosabal, husband and wife, to Idaho Power Company, a corporation; recorded February 8, 1965 as Instrument No. 123923, records of Elmore County, Idaho, on, over, and across Lot 1, Section 35, T5S, R9E, Boise Meridian, Elmore County, Idaho.
12. Power Line Easement granted by J. L. Solosabal and Ruth Solosabal, husband and wife, to Idaho Power Company; recorded October 22, 1973, as Instrument No. 155772, records of Elmore County, Idaho, on, over and across Lot 2, Section 1, T6S, R9E, Boise Meridian, Elmore County, Idaho.

TRUSTEE DEED

-2

Bankruptcy Trustee Deed - continued

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantee, their heirs and assigns forever. And Grantor does hereby covenant to and with the Grantee that the property is free from all encumbrances except as set forth hereinabove.

DATED This 10TH day of December, 1998.

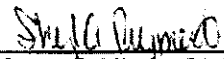

Ronald D. Schoen, Trustee

STATE OF IDAHO)
)
County of Elmore)

On this 10TH day of December, 1998, before me, the undersigned, a Notary Public in and for subject State, personally appeared RONALD D. SCHOEN, known to me to be the person whose name is subscribed to the foregoing Trustee Deed, and acknowledged to me that he executed the same as the Trustee of the Estate of Rockin S Ranch, Inc., and that he executed the same as the Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Mountain View Idaho
My Commission Expires 12/21/99

TRUSTEE DEED

Subordination Agreement

SUBORDINATION AGREEMENT

West One Bank of Idaho, formerly known as the Idaho First National Bank, a banking corporation, with a branch place of business at Twin Falls, Idaho, organized and existing under the laws of the State of Idaho, the owner and holder of that certain [Assignment of Seller's Interest in Real Property and Escrow Proceeds Under Contract for Sale and Purchase of Real Property dated February 23, 1989, to secure payment of the sum of \$13,675.64] [mortgage bearing the date of February 23, 1989 to secure payment of the sum of \$21,350.00] together with interest and any other obligations secured thereby, recorded as Recorder's Reception No. 951889 in the records of Twin Falls County, Idaho, on March 1, 1989, for and in consideration of \$1.00, receipt of which is hereby acknowledged, hereby consents and agrees that the lien of said [Assignment of Seller's Interest in Real Property and Escrow Proceeds Under Contract for Sale and Purchase of Real Property] [mortgage] shall be subordinate and subject to:

A nonexclusive road easement granted to the UNITED STATES OF AMERICA as recorded by Recorder's Reception No. 106543 in the records of Twin Falls County, Idaho on February 29, 1989.

-OR-

A nonexclusive road easement granted by Everett and Lola Prescott, husband and wife, owner of record; Gary R. Stone and Beverly A. Stone, husband and wife, contract purchaser, to the UNITED STATES OF AMERICA for the purpose of using, maintaining, improving, and repairing an existing road located on the following described real property situated in the County of Twin Falls, State of Idaho, to wit:

A parcel of land lying within Lot 1 and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 5, Township 10 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho, the said parcel being all that property contained within a strip of land 50 feet in width, the exterior sidelines of said strip being extended or shortened at angle points to intersect adjacent segments of said exterior sidelines and, except where extended at angle points, being 25 feet on each side of a center line which road is more particularly shown on Exhibit A which is attached hereto and made a part hereof.

The parcel of land to which the above description applies contains 1.12 acres, more or less.

The undersigned hereby waives the priority of said [Seller's Interest in Real Property and Escrow Proceeds Under Contract for Sale and Purchase of Real Property] [mortgage] in favor of said easement to the same extent as if an easement deed had been executed, delivered, and recorded prior to said [Seller's Interest in Real Property and Escrow Proceeds Under Contract for Sale and Purchase of Real Property] [mortgage] and agrees that in the event of foreclosure of said [Seller's Interest in Real Property and Escrow Proceeds Under Contract for Sale and Purchase of Real Property] [mortgage], the premises shall be sold subject to the aforementioned easement.

IDI-27502
Page 1 of 2
Acknowledgment on Page 2

Agreement and Understanding Regarding Easement

AGREEMENT AND UNDERSTANDING REGARDING EASEMENT

This Agreement and Understanding between the Farm Service Agency (FSA) successor to the Farmers Home Administration, United States Department of Agriculture, and the Bureau of Land Management (BLM), United States Department of Interior, is for the purpose of protecting and preserving a Conservation and Public Access Easement;

WHEREAS, FSA is the holder of the following mortgages: mortgage dated February 19, 1985, and recorded February 19, 1985, as Instrument No. 175058, mortgage dated March 10, 1993, and recorded March 10, 1993, as Instrument No. 218021, and mortgage dated December 18, 1995, and recorded December 18, 1995, as Instrument No. 228539, all in the records of Lemhi County, State of Idaho, which mortgages were given by ROBERT HEBER STOKES and JEAN S. STOKES, husband and wife, to the United States of America acting through the Farmers Home Administration; and

WHEREAS, said Robert Heber Stokes and Jean S. Stocks granted to the United States of America acting through BLM a Conservation and Public Access Easement dated _____ and recorded on _____ as Instrument No. _____ in the records of Lemhi County, State of Idaho, which easement covers or affects the land covered by the mortgage described in the preceding paragraph, and that BLM is and shall be the manager of said easement; and

WHEREAS, the easement is described as follows:

A parcel or strip of land extending 100 feet inland from ordinary high water line of the west bank of the Salmon River through a portion of Government Lots 9 and 11 of Section 7, and Government Lot 5 of Section 18, Township 22 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, containing approximately 10.10 acres, more or less.

WHEREAS, the purpose of said easement is to protect and maintain certain "Conservation Values" including the scenic, natural, recreational, geologic, fish and wildlife, cultural and other similar values which the easement property contributes to the Salmon River and its immediate environment and to prevent any developments that will diminish or detract from these values, and to that end exercise such reasonable controls over the property described therein, as may be necessary to accomplish such objectives; and for the purpose of granting the public the right to enter the easement property for purposes related to recreation consistent with the management and administrative practices of the United States on the adjacent public lands.

NOW, THEREFORE, it is understood and agreed that the easement described herein shall be superior to the lien of the mortgage held by FSA, and that, in the event of transfer of the property subject to the FSA mortgage by deed, including deed in lieu of foreclosure, or of foreclosure initiated by FSA, the easement shall not be released, satisfied, eliminated or foreclosed; rather, it shall be a perpetual easement running with the land subjected thereto.

The undersigned Farm Service Agency and Bureau of Land Management hereby consent to and execute this Agreement and Understanding Regarding Easement for the purposes set forth above.

Dated this ____ day of _____, 20__.

Farm Service Agency

Bureau of Land Management

IDI-37002

Page 1 of 3

Acknowledgments on Page 2

Partial Release of Mortgage

PARTIAL RELEASE OF MORTGAGE

PEOPLES MUTUAL TRUST, a corporation organized and existing under the laws of New Mexico with its principal office at Albuquerque, the mortgagee named in that certain mortgage dated August 1, 1999, executed by JOHN C. PINE and JANET L. PINE to secure payment of the sum of \$65,300.00, and interest, and recorded in Bernalillo County at page 368 of the Mortgage Records of Bernalillo County, State of New Mexico, for and in consideration of one dollar (\$1.00), does hereby release from the lien of said mortgage the following described property, to wit:

A parcel of land lying in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20, Township 9 North, Range 2 West, New Mexico Principal Meridian, the said parcel being all that portion of said property contained within a strip of land 50 feet in width being 25 feet on each side of the centerline shown and described on Exhibit A attached hereto and made a part hereof.

The remainder of said lands in said mortgage specified shall remain subject thereto as heretofore.

IN WITNESS WHEREOF, the said corporation has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this ___ day of _____, 20 __.

PEOPLES MUTUAL TRUST

By: _____

Title: _____

Attest: _____

Title: _____

NMN-32700
Page 1 of 2
Acknowledgment on Page 2

H-2100-1 - ACQUISITION
 Chapter VII - Title Evidence/Clearance
 Listing of Some Common Encumbrances

Illustration 14 (III.B.2.b.)

<u>TITLE CLEARANCE</u> Fee Title and Easements		
<u>All exceptions listed in the title evidence are to be reviewed thoroughly and copies of documents requested from the title company for all third party encumbrances</u>		
TITLE EVIDENCE EXCEPTIONS - Clearance Required	FEE	EASEMENT
Taxes - Delinquent	Yes	Yes
Taxes - Due and Payable	Yes	No ¹
Taxes - Lien But Not Yet Due and Payable	Yes	No
Special Tax Assessments - Tax Deferral	Yes	No
Mortgages/Deed of Trust	Yes	No ²
Mechanic's Lien	Yes	Yes
Judgments	Yes	No ²
Contract of Sale	Yes ³	No ³
Decedent's Estate	Yes	Yes
Financing Statements, Seed and Farm Laborer's Liens on Crops	Yes	Yes
Lessees/Occupants or Items Discovered by Inspection	Yes ⁴	Yes ⁴
Dower, Curtesy, Spousal, or Co-Tenant's Interest	Yes ⁵	Yes ⁵
Rights-of-Way/Easements/Mineral Reservations	Yes ⁶	Yes ⁶
Subject Easement	N/A	No ⁷

¹ Only if consideration is sufficient to pay.

² Subordinate or partially release. Can waive if mortgage is less than 50% of appraised value and easement consideration is less than 10% of appraised value.

³ Join purchaser in execution of conveyance.

⁴ Disclaimers must be executed by such persons, or releases must be obtained if recent work has been performed under which such claims might be asserted.

⁵ Releases must be obtained or join purchaser in execution of conveyance.

⁶ If conflicts with rights being acquired or intended use of acquisition.

⁷ Must read "subject to terms and provisions of" not the easement itself.

Certificate of Inspection and Possession

CERTIFICATE OF INSPECTION AND POSSESSION

(Form # 1)

This relates to an acquisition of the following described land, or an interest therein, by the United States of America.

A. Property and project information:

1. The acquiring federal agency is: [name the agency]

2. The name and address of the owner(s) of the property is:

[name and address of owner]

3. The property is identified and/or described as follows:

[insert some or all of the following: agency parcel number and project name, street address, acreage, common name of property or other reference sufficient to identify it; plus the name of the county and state where it is located; plus, if available, a legal description here or on an attached exhibit]

4. The estate(s) to be acquired is/are:

[insert and identify estate (ex: fee simple, utility easement)]

5. The condemnation proceeding name and civil action number are:

[if applicable, insert the condemnation proceeding name and civil action number]

B. Certification: I hereby certify that on [date] _____, I made a personal examination and inspection of that certain tract or parcel of land identified above, and that I am fully informed as to the boundaries, lines and corners of said tract. I also spoke with the above-named owner(s) and with any other occupants (identified below) of said land. On the basis of my inspection and inquiry, I hereby certify that the following statements are accurate, or, if one or more statements is not accurate I have marked it/them and I have indicated on this sheet or on an attachment my findings which vary from the statement:

(date)

(signature)

(print name, title, address and telephone number)

Certificate of Inspection and Possession - continued

Form #1 - page 2

1. No work or labor has been performed or any materials furnished in connection with the making of any repairs or improvements on said land within the past _____ months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished,
2. There are no persons or entities (corporations, partnerships, etc.) which have, or which may have, any rights of possession or other interest in said premises adverse to the rights of the above-named owner(s) or the United States of America.
3. There is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.
4. There are no vested or accrued water rights for mining, agricultural, manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas or other minerals on said lands; and there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.
5. There are no outstanding rights whatsoever in any person or entity (corporation, partnership, etc.) to the possession of said premises, nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records, as revealed by the government's title evidence.
6. Said premises are now wholly unoccupied and vacant except for the occupancy of the following, from whom disclaimer(s) of all right, title and interest in and to said premises, executed on [date] _____ has (have) been obtained:

Comments:

Certificate of Inspection and Possession - continued

CERTIFICATE OF INSPECTION AND POSSESSION

(Form # 2)

This relates to an acquisition of the following described land, or an interest therein, by the United States of America.

A. Property and project information:

1. The acquiring federal agency is: [name the agency]

2. The name and address of the owner(s) of the property is:

[name and address of owner]

3. The property is identified and/or described as follows:

[insert some or all of the following: agency parcel number and project name, street address, acreage, common name of property or other reference sufficient to identify it; plus the name of the county and state where it is located; plus, if available, a legal description here or on an attached exhibit]

4. The estate(s) to be acquired is/are:

[insert and identify estate (ex: fee simple, utility easement)]

5. The condemnation proceeding name and civil action number are:

[if applicable, insert the condemnation proceeding name and civil action number]

B. Certification (physical inspection): I hereby certify that on [date] _____ I made a personal examination and inspection of that certain tract or parcel of land identified above, and that I am fully informed as to the boundaries, lines and corners of said tract. On the basis of my inspection, I hereby certify that the following statements are accurate, or, if one or more statements is not accurate I have marked it/them and I have indicated on this sheet or on an attachment my findings which vary from the statement:

(date)

(signature)

(print name, title, address and telephone number)

Certificate of Inspection and Possession - continued

Form #2, page 2

1. No work or labor has been performed or any materials furnished in connection with the making of any repairs or improvements on said land within the past _____ months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished,
2. There are no persons or entities (corporations, partnerships, etc.) which have, or which may have, any rights of possession or other interest in said premises adverse to the rights of the above-named owner(s) or the United States of America.
3. There are no vested or accrued water rights for mining, agricultural, manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas or other minerals on said lands; and there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.
4. There are no outstanding rights whatsoever in any person or entity (corporation, partnership, etc.) to the possession of said premises, nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records, as revealed by the government's title evidence.
5. Said premises are now wholly unoccupied and vacant except for the occupancy of the following, from whom disclaimer(s) of all right, title and interest in and to said premises, executed on _____ has (have) been obtained:

Comments:

Certificate of Inspection and Possession - continued

Form #2, Page 3

C. Certification (owner inquiry): I hereby certify that on [date] _____ I spoke with the above-named owner(s) and with any other occupants (identified below) of said land. On the basis of my inquiry, I hereby certify that the following statements are accurate, or, if one or more statements is not accurate I have marked it/them and I have indicated on this sheet or on an attachment my findings which vary from the statement:

(date)

(signature)

(print name, title, address and telephone number)

1. No work or labor has been performed or any materials furnished in connection with the making of any repairs or improvements on said land within the past _____ months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished,
2. There are no persons or entities (corporations, partnerships, etc.) which have, or which may have, any rights of possession or other interest in said premises adverse to the rights of the above-named owner(s) or the United States of America.
3. There is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.
4. There are no vested or accrued water rights for mining, agricultural, manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas or other minerals on said lands; and there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.
5. There are no outstanding rights whatsoever in any person or entity (corporation, partnership, etc.) to the possession of said premises, nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records, as revealed by the government's title evidence.
6. Said premises are now wholly unoccupied and vacant except for the occupancy of the following, from whom disclaimer(s) of all right, title and interest in and to said premises, executed on [date] _____ has (have) been obtained:

Certificate of Inspection and Possession - continued

Disclaimer (if needed)

Disclaimer of Occupancy Rights

County of _____

ss:

State of _____

We (I) _____ (wife) (husband), being first duly sworn, depose and say (deposes and says) that we are (I am) occupying all (a part) of the land (proposed to be) acquired by the United States of America from _____, as _____ acres, Serial No. _____, lying in _____ County, State of _____; that we are (I am) occupying said land as the tenants (tenant) of _____; that we (I) claim no right, title, lien or interest in an to the above-described premises or any part thereof by reason of said tenancy or otherwise and that we (I) will vacate said premises upon demand for the possession of said lands by the United States of America.

Dated this _____ day of _____, 20__.

(Tenant)

(Spouse)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 20__, personally came before me, a notary public in and for said County and State, the within-named _____, to me personally known to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposed therein mentioned.

Seal

Notary public in and for the
State of _____
Residing at _____ (If required)
My commission expires: _____

Field Office Transmittal Request for Preliminary Title Opinion

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip Code)

In reply refer to:
2100 (CA-016.1)
CA 31588

Memorandum

To: Chief, Branch of Lands - CASA (CA-931)
From: Area Manager, Caliente (CA-016)
Subject: Request for Preliminary Title Opinion
Golden Cat Fee Purchase
Carrizo Plain Natural Area - Van Matre Parcels

Attached is reference material for the Golden Cat Fee Purchase, the third acquisition in the private land portion of the Van Matre Parcels. This is a surface and partial mineral estate acquisition. The grantors will retain the oil and gas rights. Attached are a grant deed and escrow instructions for your review, as well as a recent preliminary title report and other information. You have also been sent some of these documents via E-mail. LR2000 records have been updated.

Attached are copies of the following:

1. Preliminary title report #231846 NH, dated May 15, 1996.
2. Draft grant deed for this transaction.
3. Draft escrow instructions for this transaction.
4. Certificate of Inspection and Possession.
5. Environmental site assessment.
6. Location map.
7. Document affecting title (agreement and declaration of trust mentioned in Item 6 of the preliminary title report).
8. Record of Survey for the Community Land subdivision.
9. Current Carrizo area wide appraisal approval.
10. LR2000 serial register page.
11. Photographs of the parcels for your viewing enjoyment.

CA 31588
Page 1 of 3

Field Office Transmittal Request for Preliminary Title Opinion - continued

This acquisition involves many 1-acre (or smaller) parcels within two areas known as the Community Land Subdivision. The subdivision was established in 1920 to "exploit the territory for oil and gas" and enhance the value of the property, taking advantage of the oil and gas boom that was taking place in the general area.

Referring to the preliminary title report: This title report covers the entire Community Land Subdivision, not just the Van Matre parcels to be acquired. Although the Van Matre parcels encompass the great majority of the subdivision, there are 62 small parcels that will not be acquired in this transaction. However, in the interest of efficiency, the title company searched the entire subdivision so that we would have the title information needed to pursue the other acquisitions.

Item 1 (taxes) will be eliminated in escrow.

Items 2 and 3 (patent reservations) will be modified through the use of an endorsement to the title policy. The endorsement will remove the last sentence, dealing with a ditches or canals right-of-way, since title will merge. The remaining portion dealing with water rights is acceptable from a management standpoint.

Item 4 (public access rights) is acceptable from a management standpoint. This Item refers to a County road in Section 34 and a ranch road shown on the topographic map leading to the north, through Section 34 and up through the center of Section 32. BLM employees and members of the general public use this road to access that portion of the Carrizo Plain area.

Item 5 (lack of access) is acceptable from a management standpoint since these lands will adjoin larger blocks of existing BLM lands with public access. This Item refers to the lots that are not crossed by the above roads.

Item 6 (covenants, conditions and restrictions) is acceptable from a management standpoint. This item refers to the agreement and declaration of trust that initiated the Community Land Subdivision in 1920. This agreement may still be in effect (per termination clause on page 392) because one or more of the trustors may still be living, and because no document has been recorded that dissolves the agreement and trust. We do not see anything in the agreement that would adversely affect BLM's management of the lands. However, it may be possible to eliminate this item based on the termination clause on page 392. We may be able to get the grantors (as record owners of at least 2/3 of the lots) to sign a document that would extinguish the agreement and trust. This document would be recorded as part of the escrow. The title officer is checking into this possibility, or BLM may dissolve it after acquisition.

Item 7 (tax sale to State) will be removed in escrow since it does not affect the subject parcels to be acquired. The title company included it because the entire subdivision was searched.

Item 8 (survey & location discrepancies) is acceptable from a management standpoint. This surveying error was made in the parcel map for the Community Land Subdivision, in the NW¼NW¼ of Section 32. We are well aware of the Community Land Subdivision lot discrepancy, and have acquired the property to the north of the error. We will not end up paying for the same land twice (due to the overlap). The correct acreage (and the correct value) has been calculated for the Van Matre-Community Land Subdivision purchase.

Field Office Transmittal Request for Preliminary Title Opinion - continued

Waiver of Items 2 (as modified), 3 (as modified), 4, 5, 6, and 8 is requested.

Please return the preliminary title opinion, grant deed and escrow instructions to Dan Vaughn in the Caliente Resource Area Office. If you have any questions, please call Dan Vaughn at (805) 391-6125.

Attachments: as stated

CA 31588
Page 3 of 3

Request for Preliminary Title Opinion

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip Code)

In reply refer to:
IDI-32289 (933)

Memorandum

To: Office of the Field Solicitor, Boise

From: Idaho State Director (933)

Subject: Request for Preliminary Title Opinion, Don C. Rigby Family Partnership,
Soda Hills Fee Acquisition

Attached is the case file for the subject easement acquisition. Please issue your preliminary opinion of title.

Following are our comments on the items in Schedule B of the title evidence:

Schedule B - Section 1

Items A-C: Standard Exceptions listed on ALTA U.S. Policy 9/28/91 Form.

Schedule B-Section 2

Item 1: Taxes for 1996 and 1997 will not appear on the final title evidence ALTA U.S. Policy - 9/28/91 Form.

Items 2-4: Reservations and exceptions in the U.S. Patents, R/W for Farmers Land and Irrigation Company, rights of public for Upper Valley Road and Oregon Trail are administratively acceptable. They do not interfere with the intended use of the property. Please waive.

Items 5-7: Transmission line easement and pole line easements do not affect the parcels proposed for acquisition and will not appear on the final title evidence ALTA U.S. Policy - 9/28/91 Form.

Items 8-9: Mortgages on the property will be satisfied and will not appear on final title evidence.

Items 10

- 12: Easements for Telephone and Telegraph Company, Mountain States Telephone and Telegraph Company and Right-of-Way in favor of the State of Idaho are administratively acceptable. Please waive.

If you have any questions, please contact Jackie Simmons at 208-373-3867.

Martha Hahn

Attachment

Escrow Instructions

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip)

In reply refer to:
2100 (ID933)

November 14, 1997

Mr. Grant Moedl, Title Officer
First American Title Company of East Idaho
P.O. Box 307
Rexburg, ID 83440

Dear Mr. Moedl:

We are ready to finalize the fee purchase acquisition between Frank and Alice Kinghorn and the United States of America (title commitment #M-23600-4). This purchase is being completed under Section 205, Federal Land Policy and Management Act of 1976 (90 Stat. 2743-2794), by the Bureau of Land Management. To facilitate the acquisition, the principals to the acquisition have mutually agreed to use the services of First American Title Company of East Idaho as escrow agent for the acquisition.

This letter is in reference to and shall serve as your initial escrow instructions. It is requested that in your capacity as Title Officer, you receive, review and sign the acceptance of these instructions. Compliance with the instructions is a prerequisite to close escrow.

A United States Treasury deposit in the amount of \$465,000.00 will be deposited in your account at the First Security Bank located at 39 East Main, Rexburg, Idaho 83440, prior to or on the date of closing. Please look for an "ACH Automated Clearinghouse" deposit.

A Warranty Deed executed by Frank and Alice Kinghorn will be provided to you prior to or on the date of closing.

First American Title Company of East Idaho is hereby requested to provide the following:

A non-interest-bearing escrow holding account for the purpose of holding funds to be used in the payment of consideration for the subject property. A United States Treasury deposit in the amount of \$465,000.00, payable to your company will be sent to you from our Denver disbursing office for deposit in the above-referenced escrow account, to be disbursed as provided herein.

Recordation of any instruments delivered through this escrow, if necessary or proper, is authorized. The recording fee for the Warranty Deed mortgage releases, title insurance premium and the escrow fees in connection with the transaction from the Kinghorn's to the United States are to be charged to the United States. Your company will receive a wire transfer for these services approximately 3 weeks after receipt of an invoice listing the services provided. Please look for an "ACH Automated Clearinghouse" deposit.

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

Escrow Instructions - continued

No reference to taxes should be made in the Policy of Title Insurance. All tax installments which are payable must be paid by or on behalf of our grantors. A sum of money must be withheld by you from the proceeds of this escrow to assure payment of any unpaid taxes which may be due as of the actual date of tax cancellation, which date must be determined by you from the County taxing authorities. As to any taxes which may be a lien but not yet due on the date of cancellation, you may wish to apply a formula we recommend for use in determining the amount to be withheld, which is the sum of the previous year's taxes plus twenty percent. Payment of moneys withheld for taxes may be made directly to the tax collector when due and payable or refunded to our grantor upon receipt by you of satisfactory evidence that such taxes have been paid or canceled.

The following comments are made in connection with your Preliminary Title Commitment, No. M-23600-4, dated April 4, 1997, which you have issued for the property in this transaction which will be conveyed in fee:

Schedule B - Section 2, Part 1 - These items 1-6 will reflect what the U.S. ALTA Policy dated 9/28/91 allows.

Schedule B - Section 2, Part 2:

Items 7 & 8, refer to taxes or assessments. These items must be eliminated, no exception for any taxes or assessments will be made in Schedule B of the final policy of title insurance.

Item 9, refers to the property being located within the Fremont-Madison Irrigation District and thus subject to levies and assessments. This item must be eliminated as no exception for assessments will be made in Schedule B of the final policy of title insurance.

Item 10, refers to claim arising from the difference in mean high water of the Henry's Fork of the Snake River. We do not believe this will conflict with the government's intended use of the property and is therefore acceptable.

Item 11, refers to the State of Idaho claim to the portion of land lying below the high water mark of the Henry's Fork of the Snake River. We do not believe this will conflict with the government's intended use of the property and believe this item to be acceptable.

Items 12, 13, 14, 15, refer to road right-of-way, dike, irrigation ditch, irrigation facilities and road access easements. We have determined that these rights will not conflict with the governments intended use of the property and we have no conflict with these items.

Items 16 & 17, refer to an Assignment of Real Estate Sales Contract and a Mortgage commitment on the part of the landowner. Both of these items will be satisfied at closing and will not appear on the final title evidence.

Item 18, refers to Reservation and Easement contained in the Patent. The property will be returning to the United States of America and this item has been determined to be acceptable.

Item 19, refers to an error in legal description on a Quitclaim Deed. This will be corrected and a new document will be filed at time of closing. This item will not appear on the final title evidence.

Item 20, refers to various instruments of record affecting the interest of parties to the mineral title. The property will be returning to the United States of America and it has been determined that this will not appear on the final title evidence.

Escrow Instructions - continued

At the time of closing, a warranty deed conveying the offered lands, subject to those reservations and exceptions referenced in both the deed and as noted above, will be deposited in escrow.

The land description in the Warranty Deed to the United States and in Schedule A of the policy must be identical.

Following recording of the Warranty Deed and issuance of the Policy of Title Insurance on the approved United States form (ALTA U.S. Policy - 9/28/91), in the amount of \$465,000.00, showing title to the land and interest in land described in the Warranty Deed from Frank and Alice Kinghorn to the United States to be vested in the United States of America and free from all encumbrances except those referenced above as acceptable; release of the consideration payment will be authorized. You may disburse the proceeds in accordance with instructions you will receive from Frank and Alice Kinghorn.

A copy of this letter will be countersigned by Frank and Alice Kinghorn indicating their approval of these escrow instructions and will be sent to you under separate cover.

It is requested that immediately upon notification from the Department of Justice legal representative (via in person, telephone or fax) and following final disbursement under this escrow; you provide the policy of title insurance, a copy of the closing statement or settlement sheet showing disbursement, the original or a certified, endorsed, or conformed copy of the conveyance documents, a check payable to the U.S.D.I. - Bureau of Land Management for any interest, the signed duplicate copy of this letter and an invoice reflecting the closing costs to the Jackie Simmons, Bureau of Land Management, Idaho State Office (ID-933), 1387 S. Vinnell Way, Boise, ID 83709-1657.

Any amendment of or supplement to any instructions must be in writing. This escrow should be closed based on exceptions shown on pro forma on November 20, 1997 at 10:00 a.m.; if you are unable to close on this date, please advise Jackie Simmons of this office immediately, at (208) 373-3867.

Sincerely,

Jimmie Buxton
Chief, Branch of Lands and Minerals

For First American Title Insurance Company, Approved:

Date

For Grantors, Approved:

Date

Franklin G. Kinghorn

Date

Alice Kinghorn

Preliminary Title Opinion

United States Department of the Interior
OFFICE OF THE SOLICITOR
(Street Address)
(City, State, and Zip)

In reply refer to:

Form (2)

Memorandum

To: State Director (933)

From: Office of the Field Solicitor, Boise

Subject: Preliminary Opinion of Title

Re: Tract No. IDI-30694

County: Elmore

State: Idaho

Estate to be Acquired: Fee and Conservation Easement

Consideration: \$600,000.00

Acreage: 3.97

Vendor: Rocking S Ranch, Inc. Subject to Pending Bankruptcy Proceedings

Title Evidence No. 97-350

Prepared by: Guaranty Title, Mountain Home, Idaho

An examination has been made of the title data relating to the above tract in which interests are to be acquired under authority of existing legislation.

The title evidence and accompanying data disclose the title to the land to be vested as set forth in the attached title evidence subject to the objections noted in Schedule B thereof and also subject to:

1. All taxes and assessments.
2. Rights or claims of persons in possession, if any, not shown of record.
3. Mechanics' liens, if any, not shown of record.

Prior to the consummation of this purchase, it should be definitely determined that the deed and the title evidence include all the land described in the option or purchase agreement.

The above objections numbered 1 through 3 and items 9-12, 16-19, 21-24, 29-33, and 35-47 of the attached preliminary title evidence must be satisfactorily eliminated.

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

Preliminary Title Opinion - continued

According to the administrative approval of your agency the interests are to be acquired subject to the rights and easements referred to in items 1-8, 13-15, 20, 25-28, and 34 of the preliminary title evidence, and to existing easements for public roads and highways, railroads, pipelines and public utilities, if any, not shown of record, which are therefore waived.

Additional remarks/requirements:

When the necessary requirements and objections have been met, a satisfactory conveyance from the owners to the United States, drawn in accordance with the Standards of the Attorney General, duly executed and properly stamped, has been recorded, and the final title evidence, continued to a date subsequent to the recordation of the deed, has been obtained, disclosing that nothing has occurred since the date of the present certification to affect the title adversely, and showing the vesting of a valid title in the United States of America, the title will be approved subject to those rights which have been administratively determined to be acceptable, and to any reservation contained in the option or purchase agreement which may be made under existing statutes.

Your file is returned herewith.

William Ferry
Attorney

Attachment (file)

Pro Forma

PROFORMA

PROFORMA

Form No. 1037.91
ALTA U.S. Policy Form
(Revised 8/26/91)

POLICY OF TITLE INSURANCE

FIRST AMERICAN

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the lis pendens notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company
BY *Parker S. Kennedy* PRESIDENT
ATTEST *Mark R. Arnesen* SECRETARY

131222
PROFORMA

PROFORMA

Pro Forma - continued

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and Zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

Conditions and Stipulations

1. DEFINITION OF TERMS

- The following terms when used in this policy mean:
- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
 - (b) "insured claimant": an insured claiming loss or damage.
 - (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
 - (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
 - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
 - (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**4. DEFENSE AND PROSECUTION OF ACTIONS;
DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense

Pro Forma - continued

in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS;
TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay, or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE;
REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

Pro Forma - continued

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

(c) No Subrogation to the Rights of the United States.

Notwithstanding the provisions of Conditions and Stipulations Section 13 (a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies

which may exist, and the Company may be consulted if the Company agrees in writing to reimburse the United States for all costs, attorney's fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Tigor Title Insurance Company, Claims Department, P.O. Box 2233, Los Angeles, California 90051.



Pro Forma - continued

ALTA U.S. Policy
(Revised 9/28/91)

SCHEDULE A

Order No. **F-26961-4**

Policy No. **PRO FORMA POLICY**

Amount of Insurance: **\$84,500.00**

Premium **\$502.50**

Date of Policy: **PRO FORMA POLICY**

1. Name of Insured:

UNITED STATES OF AMERICA

2. The estate of interest in the land which is covered by this policy is:

EASEMENT ESTATE

3. Title to the estate or interest in the land is vested in:

**United States of America as to a Conservation Easement recorded _____, Instrument No. _____,
records of Fremont County, Idaho**

4. The land referred to in this policy is described as follows:

SEE ATTACHED SCHEDULE "C"

This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.

Pro Forma - continued

SCHEDULE B

Order No. **F-26961**

Policy No. **PRO FORMA POLICY**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, or services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

7. Any claim arising from the difference in the mean high water line of the Henry's Fork of the Snake River and the meander line as shown by the Original Government Survey.
8. Levies and assessments of Fremont-Madison Irrigation District.
9. Easement for pole line granted to Utah Power & Light Company, recorded May 10, 1968 as Instrument No. 313281.

Pro Forma - continued

SCHEDULE B CONTINUED

F-26961

10. Covenants, conditions, restrictions and easements contained in deed to the State of Idaho recorded June 1, 1982 as Instrument No. 375994.
11. Easements for construction and maintenance of a fence dike granted to State of Idaho, Idaho Transportation Board for the Division of Highways, recorded June 1, 1982 as Instrument Nos. 375995 and 375996.
12. Easement for electric line right-of-way granted to Fall River Rural Electric cooperative, Inc., recorded June 12, 1995 as Instrument No. 436246.
13. Agreement for Electric Service (Residential) upon the terms, conditions and provisions contained therein:
Parties: Fall River Rural Electric Cooperative, Inc., and Jerry C. and April Carter
Recorded: June 12, 1995, Instrument 436257
14. Agreement for Electric Service (General Service) upon the terms, conditions and provisions contained therein:
Parties: Fall River Rural Electric Cooperative, Inc.,; and Jerry C. and April Carter
Recorded: June 12, 1995, Instrument 436258
15. Matters as shown on survey recorded August 8, 1997, as Instrument Nos. 447417 and 447418.
16. Easement for electric line right-of-way granted to Fall River Rural Electric Cooperative, Inc., recorded May 11, 1999 as Instrument No. 457260.
17. Agreement for Electric Service (General Service) upon the terms, conditions and provisions contained therein:
Parties: Fall River Rural Electric Cooperative, Inc.; and Carter Enterprises, Inc.
Recorded: May 10, 1999, Instrument No. 457270
18. Terms, conditions and provision as evidenced in Conservation Easement recorded _____, 1999, as Instrument No. _____, records of Fremont County, Idaho.
19. Terms, conditions and provisions as evidenced in Assignment of Conservation Easement, recorded _____, 1999, as Instrument No. _____, records of Fremont County, Idaho.

END OF SCHEDULE B

Form No. 1056-4

H-2100-1 - ACQUISITION
Chapter VII - Title Evidence/Clearance

Pro Forma - continued

All Policy Forms

No. F-26961

Policy No. PRO FORMA POLICY

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho, County of Fremont and is described as follows:

All of that land lying south of the Henry's Fork of the Snake River as previously described at Instrument No. 430409 in the office of the Fremont County Clerk and Recorder, lying entirely within Sections 2 and 11, Township 7 North, Range 40 East of the Boise Meridian, Fremont County, Idaho and being more particularly described as follows:

Commencing at the Southeast corner of said Section 2, being a rebar with aluminum cap as filed for record at Instruction No. 435125 in said Fremont County records; thence N 00°06'29" E along the East line of said Section 2 a distance of 137.42 feet to the point of beginning; thence along the Westerly right-of-way line of U.S Highway No. 20 for the following four courses:

- 1.) 669.37 feet along the arc of a curve to the left having a central angle of 08°59'51", a radius of 4262.56 feet, and a chord which bears S 19°17'28" W 668.69 feet;
- 2.) S 14°40'11" W a distance of 465.66 feet;
- 3.) S 05°22'39" W a distance of 827.89 feet;
- 4.) S 06°56'50" W a distance of 442.53 feet;

thence S 59°36'15" W along the Northerly edge of the Salem Union Canal distance of 2501.91 feet; thence N 00°11'58" W along the West line of the SE¼ of said Section 11 a distance of 832.88 feet to the center ¼ corner of said Section 11; thence S 89°38'44" W along the South line of Lot 4 of said Section 11 a distance of 653 feet more or less, to the South bank of said Henry's Fork of the Snake River; thence Northeasterly along the meander line of said South bank of the Henry's Fork, as defined at the time of this survey, for the following six courses:

- 1.) N 79°51' E a distance of 512 feet;
- 2.) N 64°34' E a distance of 252 feet;
- 3.) N 18°49' E a distance of 673 feet;
- 4.) N 58°38' E a distance of 464 feet;
- 5.) N 43°41' E a distance of 474 feet;
- 6.) N 27°55' E a distance of 301 feet, more or less, to a USBLM Brass cap set as a witness corner on the original 1880 meander line of said South bank of the Henry's Fork;

Pro Forma - continued

SCHEDULE C CONTINUED

Order No. F-26961

Thence along the Northwesterly boundary of Lot 6 of Section 11 for the following two courses:

- 1.) N 72°57'22" E a distance of 568.26 feet;
- 2.) N 31°24'18" E a distance of 922.68 feet to a USBLM brass cap set as a meander corner on the line between said Sections 2 and 11;

Thence Northeasterly along the meander line of said South bank of the Henry's Fork, as defined at the time of this survey, for the following four courses;

- 1.) N 06°18' E a distance of 114 feet;
- 2.) N 15°02' E a distance of 453 feet;
- 3.) N 19°16' E a distance of 641 feet;
- 4.) N 75°36' E a distance of 107 feet, more or less, to said East line of Section 2;

Thence S 00°06'29" E along said East line of Section 2 a distance of 1031 feet, more or less, to the point of beginning;

Together with:

A portion of said Lot 4 of Section 11 Beginning at the Southwest corner of said Lot 4, which lies S 89°38'44" W 1310.86 feet distant from the center $\frac{1}{4}$ corner of said Section 11; thence N 00°22'07" W along the West line of said lot 4 a distance of 142 feet, more or less, to the South bank of said Henry's Fork of the Snake River; thence Southeasterly along said South bank of the Henry's fork for the following three courses:

- 1.) S 71°40' E a distance of 36 feet;
- 2.) S 60°29' E a distance of 144 feet;
- 3.) S 55°12' E a distance of 102 feet, more or less, to the South line of said Lot 4;

Thence S 89°38'44" W along the South line of Lot 4 a distance of 242 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM: That portion of the Property designated as the 1.97 acre "House Parcel" and appurtenant access easements. The excepted House Parcel is further described as commencing at the SE corner of the NE $\frac{1}{4}$ of Section 11, Township 7 North, Range 40 East of the Boise Meridian, being a Railroad Spike as filed for record under Microfilm No. 438799; thence N 74°11'43" W a distance of 1505.72 feet to the Point of Beginning; thence along the following five courses:

- 1.) S 55°15'00" W a distance of 297.00 feet;
- 2.) N 46°08'30" W a distance of 225.00 feet;
- 3.) N 40°07'00" E a distance of 277.50 feet;
- 4.) S 65°36'15" E a distance of 258.20 feet;
- 5.) S 04°46'00" W a distance of 92.50 feet;
to the point of beginning.

Pro Forma - continued

SCHEDULE C CONTINUED

Order No. F-26961

ALSO EXCEPTING THEREFROM: A strip of land being 30 feet in width across Lot 5 and the Southeast One-Quarter of the Northeast One-Quarter of Section 11, Township 7 North, Range 40 East of the Boise Meridian, Fremont County, Idaho, the centerline of which being more particularly described as follows: Commencing at the Southeast corner of said SE¼NE¼ of Section 11, being a railroad spike as filed for record under microfilm no. 428799 in the Fremont County Records; thence N 74°11'43" W a distance of 1505.72 feet to a point on the boundary of the April & Jerry Carter residence parcel; thence N 04°46'00" E along said boundary of the Carter residence parcel a distance of 92.50 feet to the point of beginning; thence along the following three courses:

- 1.) N 78°43'00" E a distance of 260.36 feet;
- 2.) N 67°22'00" E a distance of 749.24 feet;
- 3.) N 85°08'00" E a distance of 96.79 feet
to a point on the westerly boundary of U.S. Highway No. 20, being the point of terminus.

END OF SCHEDULE C

Field Office Transmittal Request for Final Title Opinion

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip Code)

In reply refer to:
2100 (OR120)
OR 55309

Memorandum

To: Chief, Branch of Realty and Records Services (OR958)

From: District Manager, Coos Bay

Subject: Request for Final Title Opinion, OR 55309

The attached file contains the required documents to process the final title opinion on the lands affected by the subject acquisition. The file contains an original and copy of recorded deed, Preliminary Opinion of Title, an original and copy of the title policy, Certificate of Inspection and Possession, and Land Acquisition Voucher Certificate.

Following are comments on the items listed in Schedule B of the title evidence.

Items numbered 1 through 3, 9, and 11 through 19 in the preliminary title report have been eliminated.

Items number 1 through 5 in the title policy refer to taxes, liens, rights, interests, easements, encumbrances, discrepancies, boundary conflicts and other items not of public record. An inspection has been conducted and nothing was found to indicate any of these items to be a problem. We find these to be administratively acceptable and request that they be waived.

Items numbered 4 through 8, and 10 in the preliminary title report, now number 6 through 11 in the title policy, were determined to be administratively acceptable and waived in the preliminary title opinion.

Upon receipt of final title, please have the appropriate land records noted and return this package to the district office.

Please contact Linda Petterson at (541) 751-4207 if you need additional information.

Attachments (as stated)

Request for Final Title Opinion

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
P. O. Box 2965
Portland, Oregon 97208

In reply refer to:
2100 (958.1)
OR 55309

Memorandum

To: Office of the Regional Solicitor,
Pacific Northwest Region, Portland, Oregon

From: Chief, Branch of Realty and Records Services

Subject: Request for Final Opinion of Title, Russat Enterprizes
Fee Acquisition, 44.24± Acres, North Spit Emergency LWCF Acquisition

A final title opinion is requested on a parcel of land containing 44.24± acres being acquired in fee simple from Russat Enterprizes with Dan Holmen as Receiver. The attached file contains the final opinion of title and copies of the following documents: title evidence, preliminary title opinion and request for same, recorded warranty deed, certificate of inspection and possession, and land acquisition voucher certificate.

The following are comments on items listed as exceptions in the preliminary title report, Report No. 256554, dated September 26, 2000, showing the title as of April 21, 2000, with the exceptions from the title policy no. 095894, dated January 17, 2001, shown in parentheses:

Items 1-3 and Note: These items referring to the taxes and special classification for taxes as timber land were deleted. The tax penalty for timberland tax deferral is no longer required to be paid as stated in the 1999 Oregon Revised Statutes Chapter 321.359 (B).

Items (1 - 5): These items are standard general exceptions that refer to general rights, boundary locations, easements and reservations affecting the property that are not of public record and we request they be waived.

Item 4 (6): This item referring to no recorded means of ingress and egress is administratively acceptable as the subject parcel is surrounded by United States lands and was waived in the preliminary opinion of title.

Item 5 (7): This item referring to the premises being within the boundaries of the Coos County Urban Renewal Plan is administratively acceptable and was waived in the preliminary opinion of title.

Item 6 - 8 (8-10): These items referring to rights pertaining to the ocean shore and tidelands are administratively acceptable and were waived in the preliminary opinion of title.

Item 9: This item referring to the probate proceedings for the estate of Edward H. Altorfer was deleted.

Request for Final Title Opinion - continued

Item 10 (11): This item referring to survey issues is administratively acceptable and was waived in the preliminary opinion of title.

Item 11 - 19: These items referring to business dealings and court decisions regarding Russat Enterprises, et al, were deleted.

Please indicate your approval of this request by signing the attached final opinion and returning it with the attached file. If you have any questions, please call Lois Harwood at 503-952-6188.

Attachments (as stated)

cc: DM, Coos Bay District

Final Title Opinion

United States Department of the Interior

OFFICE OF THE SOLICITOR

(Street Address)

(City, State, and Zip)

In reply refer to:

Memorandum

To: Idaho State Director (933)

From: Field Solicitor's Office, Boise, Idaho

Subject: Final Opinion of Title

Re: Tract No. IDI-28900

County: Blaine

State: Idaho

Estate Acquired: Easement

Consideration: \$32,000.00

Acreage: 16.91 Acres

Vender: Bruce Worcester, Personal Representative of the Afton J. Slade Estate,
John Fabian Clark, Trustee of the Margaret J. Clark Trust, Frances J. Darger, Jewel J.
Cutler, and Janice J. Richards

Deed dated: July 10, 1995

Recorded: Document No. 383695

Filed: October 27, 1995

Title Evidence No: 0-9998-3514

Prepared by: Blaine County Title, Ketchum, Idaho

An examination has been made of the title data relating to the above tract of land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the enclosed deed.

The title evidence and accompanying data disclose valid title to be vested in the United States of America subject to the rights and easements noted in Schedule B of the attached title evidence, and any reservation contained in the deed, which rights, easements and reservations are in compliance with existing statutes, and are such as your agency has advised will not interfere with the proposed use of the land.

Your file is returned herewith.

William M. Ferry
Attorney

Enclosure

cc: Dept. of Justice, Washington, D.C.
(w/copy of deed and title evidence)

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Chapter VIII - Closing

I. **Closing Process.** The closing process is the time between receipt of the preliminary opinion of title signed by the attorney from the Regional/Field Solicitor's Office through the recordation of the deed and disbursement of the funds. All exceptions stated on the preliminary opinion of title to be deleted must be cleared prior to closing. If the attorney in the Regional/Field Solicitor's Office is agreeable, the transaction may be closed in compliance with the preliminary opinion of title prior to execution of the final opinion of title. See *Chapter VII - Title Evidence/Clearance* of this handbook. In simple transactions involving acquisition of an interest in land, such as a road easement, the realty specialist may choose to handle the closing. However, in most fee acquisitions and complex acquisition of interests in land, the closing process is handled by a fiduciary such as an escrow company. If the closing will be done in escrow, draft escrow instructions should be prepared and submitted to the Regional/Field Solicitor with the preliminary opinion of title request.

A. **Escrow.** Title documents and funds are to be deposited with a neutral third party known as a fiduciary, such as a title or escrow company. The escrow company is to be furnished with escrow instructions outlining in detail what actions are to be taken. When the terms of the escrow instructions are satisfied, the escrow officer will insure that the title document and funds are delivered and transferred. The escrow funds are to be placed in "no interest bearing accounts."

1. **Escrow Instructions.** Instructions to the escrow company may be in the form of a letter or in the format shown in *Illustration 1*. The escrow instructions should include the following:

- a. **Parties Involved.** This paragraph should identify the parties involved and request the closing process be initiated by the escrow company.
- b. **Land Description.** A complete description of the lands. Use attachment if necessary.
- c. **Deposit of Documents.** List all documents to be placed in escrow and by who will provide the documents for later transfer and recordation.
- d. **Title Clearance.** State the importance of compliance with the preliminary opinion of title and list the encumbrances to be removed. State that all taxes must be paid or enough money held in escrow to pay the taxes due when they are computed.
- e. **Disbursement.** Itemize the funds by dollar amount and parties to receive payment.
- f. **Recordation.** Indicate the documents to be recorded in the County Recorder's Office and list the order, if applicable, by which the documents are to be recorded.

B. **Closing Without Escrow.** After all items have been cleared from the title as instructed in the preliminary opinion of title, the deed and the Land Acquisition Voucher Certificate have been signed, and payment has been requested, record the deed in the appropriate County records. Request the title policy showing vesting in the United States of America. You may pay the consideration and any other required payments following the instructions under *III. Payment Process* in this chapter prior to requesting the final opinion of title if you have received approval from the Regional/Field Solicitor's Office to close based on the

preliminary opinion of title. **Note:** Be sure the check is not requested and sent to the landowner before the title has been cleared. It is best practice to have the check mailed to the BLM office and then forwarded to the appropriate individuals. If payment is requested by direct wire to the person's account, you should wait until all items have been cleared before requesting payment using the Land Acquisition Voucher Certificate.

II. Payment Authority. The basic authority to expend funds is found in each Annual Appropriation Act. These acts usually state ". . . , That the following sums are appropriated, For acquisition of lands and interests therein \$xx,xxx,xxx, to remain available until expended." Funds must be available prior to initiating negotiations for the acquisition. The expenditure of appropriated funds may be made for the purchase of land or interest in land only after all title objections, including those not of record, have been cleared if they adversely affect the use of the property rights being acquired by the United States unless otherwise sanctioned by the Solicitor. The Regional Solicitor may give approval to field personnel to proceed to close the transaction and pay the grantor provided the requirements and objections raised in the preliminary opinion of title have been satisfactorily met, and that such requirements and objections involved only routine questions of fact as distinguished from questions of law; and any subsequent changes to the deed must be reviewed before closing. The request for the final opinion of title must still be made in a timely manner. When closing in escrow, the escrow instructions must outline actions and time frames to be followed for closing the transaction and payment. Public Law 91-393 requires the Attorney General or his delegate to approve title before public money may be expended for the purchase of land or interest therein. However, the Department of Justice Standards require title review for all interests acquired by The United States not just those involving expenditure of funds. The expenditure of appropriated funds may include the payment of processing costs, closing costs, consideration, and relocation assistance payments. Payment of consideration above the appraised value must be in accordance with the *BLM Manual 1203 - Delegation of Authority*. Payments may be requested by Treasury check or by direct wire to a banking account through the National Business Center using the Land Acquisition Voucher Certificate and entry into the Federal Financial System (FFS).

A. **Deed Consideration.** One of the elements of a conveyance is the recital of the consideration. The consideration for BLM acquisitions varies in form depending on the nature of the conveyance. The true and actual consideration should be expressed in accordance with applicable State law.

1. **Fee Title Acquisitions.** Certain States require all instruments conveying fee title to any real estate to show on the face of such instruments the true and actual consideration paid for such transfer, stated in terms of dollars. In those cases where the instrument conveys fee title, or could convey the fee title if owned by the grantor such as under a quitclaim deed, the following language should be used:

_____ (Grantors) _____ for the true and actual
consideration of \$ _____, do hereby, ...

a. **Options.** The Bureau can purchase an option only if there is authority for such purchase in the appropriation concerned. However, an option may be acquired through agreement with the landowner for a consideration which is the mutual covenants and agreements of the parties involving no dollar payment. (See Appendix 1 of Chapter VI - Negotiation.)

2. Easements Acquisitions.

a. Permanent (Perpetual) Easements. The consideration is expressed in terms of dollars paid for the easement. This amount is paid from appropriated funds. The consideration may also be expressed as a gift or donation.

b. Temporary Easements. The consideration is expressed in terms of the value given for the easement. It may be lump-sum but it is often a deferred payment by licensees, contractors, et al. *See Chapter VI - Negotiation* for more about the language to be included in the easement deed for deferral of payments. The consideration may also be expressed in terms of acts to be accomplished through special provisions in the easement, in terms of a gift or donation to the United States, or, as in some road easements, acts to be accomplished by a timber sale purchaser.

c. Range Improvement Easements. The consideration for range improvement easements acquired on a Grant of Easement and Right-of-Way is the agreement by the United States to construct certain range improvements. The improvements should be clearly set forth and identified in the deed. No monetary consideration is involved.

d. Other Easements. Considerations for various other acquisition deeds such as general easements, scenic easements, etc., should be similar to b. or c. above.

B. Title Clearance Documents. In completing an acquisition, it may be necessary to prepare certain curative documents to clear encumbrances, such as mortgages, liens, judgments, etc. Payment of financial obligations to satisfy unacceptable encumbrances such as clearing estates, taxes, etc. should be paid by the grantor or deducted from the purchase price and paid by the United States. Some organizations may make a charge as a cost of doing business in preparing and/or executing such documents as subordinations, partial releases, etc. Such nominal costs of doing business may be paid by the United States. The dollar consideration should be reflected in the curative document.

1. Reimbursable Expenses: The owner of the real property (*See Chapter IV - Planning, Programming, and Budget* for third party facilitator transactions exceptions) shall be reimbursed, as stated in 49 CFR 24.106, for all reasonable expenses the owner necessarily incurred for:

a. Incidental Expenses. Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Agency. However, the Agency is not required to pay costs solely required to perfect the owner's title to the real property; and

b. Penalty Charges. Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and

c. Real Property Taxes. The pro rata portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

(1) Taxes can be a lien, but not yet payable. This situation occurs in those States where taxes become a lien at the beginning of the tax year, but are not payable until some later date. Provisions must be made to pay these taxes in fee acquisitions whereas acquisitions of interests in land may allow a waiver. (See *Chapter VII - Title Evidence/Clearance.*)

(2) If the amount of such taxes is determinable, a certified check from the grantor payable to the proper taxing authority should be obtained. If such amount is not determinable, an estimate is made, and a certified check obtained from the grantor payable to the proper taxing authority for a sum not less than the taxes on the property for the preceding year, plus 20 percent. In the event the grantor is unwilling or unable to provide such check, the required amount should be withheld from the purchase price. The County Assessor must be shown as a second payee on the Land Acquisition Voucher Certificate so a separate check will be made for the County Assessor.

d. Tax Deferral. The penalty or additional tax imposed by local governmental authorities when the land becomes disqualified for special assessment as Forest Land, Farm Use, Agricultural, Open Space, etc. is suspended during ownership by the United States. If this tax lien is merely suspended, rather than waived by the taxing authority, it remains a cloud on the title of the United States. Accepting title without removing this exception would violate the Department of Justice Standards. A final title opinion approving the acquisition of title to property can not be given until the additional tax penalty is paid, even if the collection of that tax is suspended by the local governmental authorities voluntarily during the ownership of the property by the United States and the title company removed the exception from the title policy. Since this is a cost imposed on the landowner for selling the real property to the United States, this penalty may be paid under the provisions of the P.L. 91-646 as stated in 49 CFR 24.106.

2. Payment by the Agency. Whenever feasible, the Agency shall pay these reimbursable expenses directly so that the owner will not have to pay such costs and then seek reimbursement from the Agency.

C. Condemnation. Upon the approval of the condemnation action by the appropriate officials and signing the Declaration of Taking by the Regional or Field Solicitor, the State Office will be notified to order the payment amount to be deposited in court. See *Chapter X - Condemnation*, for pretrial payment procedures and for the payment of just compensation after the trial or settlement.

D. Assignment of Deed Consideration. Distribution of the consideration to parties in interest must be distinguished from "assignment" of the consideration to parties having no valid claim (or interest) in the real property. No assignment for payment of any part of the consideration may be made without complying with Assignment of Claims Act, 41 U.S.C. 15. In most cases, an assignment involves payment to a bank, trust company, or other financing institution, including any Federal lending agency. The Act permits such assignments. In the event of an assignment involving a party other than a financial institution as listed above, the assignee should file written notice of the assignment, together with a true copy of the instrument of assignment with the disbursing officer at the National Business Center. Parties having an interest in real property include: the owner of record, contract purchasers, easement holders; financial entities by way of mortgages, loans, deeds of trust; and county tax collectors of real estate taxes. For special situations other than those listed above, refer to the State Office Realty Specialist for specific guidance and assistance.

E. Deferred Payments. Deferred payments may be used for non-control easements to provide for payment of the easement consideration through timber sale contracts as timber is hauled over the road. Such procedure should be followed only for temporary easements and where appropriated funds are not available for purchase. Deferred payments should not be used to buy permanent control-type easements without prior clearance from the State Office. It is important that BLM not get into a situation of charging road use fees while the timber which was to pay for the road is going out another way and which creates an unfair timber sale bidding advantage.

III. Payment Process. The consideration shown on a deed becomes an obligation against the Government upon the execution and delivery of a valid deed to the United States. Unless specific permission has been granted by the landowner, the Bureau has no right to use those lands or interest therein conveyed until the **landowner has been paid and the deed recorded**. Be sure grantors have received payment and annotate the file accordingly before exercising the acquired rights. Prompt payment to grantors is a great help in negotiating future acquisitions. Delay in payment has a serious adverse affect. A request for a final opinion of title must be requested as soon as possible to avoid any problems with final acceptance of title by the Department of Justice.

The Department of the Interior Solicitor states, "The Federal procurement laws and regulations are not applicable to the purchase of real property or services associated with such purchases." The term "Supplies" is defined in the Federal Acquisition Regulations (FAR) as, "all property except land or interest in land." Therefore the request for obligation and disbursement of funds for land acquisition transactions is to be made by lands and realty personnel using the *Land Acquisition Voucher Certificate, BLM Form 1370-32*. Entry from this form to the Federal Financial System (FFS) to obligate funds is made by the designated field office remote data entry person.

A. Miscellaneous Obligations Register: A miscellaneous obligations register is usually maintained in the district/field office administrative office. If it is not maintained by the administrative office, a miscellaneous obligations register may be maintained by the realty specialist. Obtain a document control number (ID number) from the person responsible for this register. A unique document control number is to be assigned for each land acquisition. The document control number is comprised as follows: Office (two character alpha code; i.e. HR for Roseburg, Oregon), Document Type Accounting Code (i.e., M for miscellaneous), Fiscal Year (i.e., 1), and chronological number (i.e. beginning with 0001).

B. Land Acquisition Voucher Certificate. The *Land Acquisition Voucher Certificate, Form 1370-32*, has two purposes which are to obligate funds and to request disbursement of funds. These actions may be requested at the same time or separately with the corresponding portions of the form completed to perform each function. Land and easement acquisition funds should not be obligated until after the signatures are obtained on the acquisition deed and must be obligated prior to requesting disbursement. See "3." below for making an obligation prior to requesting disbursement.

1. Escrow Closing: Many land acquisition closings are now handled by a neutral third party or fiduciary (escrow company). When the terms and conditions of the escrow instructions have been satisfied, the escrow company delivers and transfers the title documents and funds. Complete Form 1370-32 as shown in *Illustration 2* for a transaction using an escrow closing. The escrow company may sign Form 1370-32 as permission to close in escrow was given by the grantor by signing the escrow instructions. The grantor may also sign if desired. In most instances, Form 1370-32 will be completed when it is time to request the

disbursement but indicating on the form that it is an obligation and a disbursement. As indicated by audits performed on BLM records in the past, signatures of grantors/claimants and authorized officers must be made on both sides of the form when the obligation and disbursement are done simultaneously. The Title of the BLM Authorized Officer must be shown after the signature. Signing by the BLM Authorized Officer is to be in accordance with the BLM 1203 Manual and Supplements.

2. Closing Without Escrow: Complete Form 1370-32 as shown in *Illustration 3*.

a. Delivering Check to Grantor(s). The consideration check for the acquisition, plus residual interest, if any, may be delivered by the Field Office Realty Specialist to the grantor(s), if approval was given by the Solicitor's Office in the preliminary opinion of title that when all title exceptions listed in the preliminary opinion of title to be deleted have been satisfied, the payment may be made. (See *Illustrations 4 and 5*). The final opinion of title is to be requested upon recordation of the deed and receipt of the final title policy. (See *Chapter VII - Title Evidence/Clearance*.)

(1) The negotiator should deliver the check(s) in person together with a copy of the recorded deed and letter of appreciation signed by the Field Office Manager. The additional time for this courtesy is well spent. The negotiator should note a copy of the Land Acquisition Voucher Certificate as to who received the check, the date of delivery, check number, check amount, and then sign the notation, and have the recipient of the check acknowledge receipt by signing the notation.

(2) If personal delivery is impractical, promptly send the check and letter of appreciation by certified mail with a return receipt requested. Such a receipt provides an acknowledgment that the check has been received.

b. Delivering Treasury Check to Lien Holder.

(1) The check for taxes due should be delivered in person to the tax collector as soon as possible. Obtain a receipt for the amount of taxes paid. Obtain a check from the tax collector payable to the grantors for any difference in interest calculation. Under no circumstances should this check be made payable to the United States, the Bureau of Land Management, or the negotiator. Upon payment of the taxes, the original tax receipt should be given to the landowner with a photocopy retained in the official serialized case file.

(2) Deliver the lien holder's check as soon after receipt as possible, by making an appointment with the lien holder's representative (usually in his/her office) to exchange the check for lien release document. If there is a difference in interest calculation, obtain a check from the lien holder to the grantor. Under no circumstances is this check to be made payable to the United States, the Bureau of Land Management, or the negotiator.

(3) Payment to a right-of-way holder is completed by the same procedure as for a lien holder except there is usually no interest calculation.

c. Timber Sales. When a timber sale contract provides for payment of the deed consideration, the acquisition file must contain a statement from the grantor acknowledging receipt of the consideration. This

statement must be obtained prior to termination of the timber sale contract. Care must be taken to avoid overpayment as well as underpayment. When certain acts are performed as a consideration for the deed and evidence of these accomplishments are subject to disappearance (such as signing, fencing, seeding, planting of trees and shrubs), obtain from the grantor an acknowledgment that it has been done and place it in file. If the grantor's acknowledgment cannot be obtained, write a memorandum to the file. Photographs of the improvements in place provide good documentation.

3. Obligation Prior to Requesting Check. Funds may be obligated prior to the time that disbursement is ordered when circumstances warrant it. An example would be the obligation of funds near the end of a fiscal year for a signed deed so the acquisition process, including requesting disbursement to the grantors, could continue uninterrupted into the early part of the new fiscal year. (See *Illustration 6.*) The form will be signed by the Authorized Officer indicating his/her title only in the obligation block. This same set of forms may then be used when you request disbursement, or you may use a new set with the same Document Control Number. If you use the same set of forms and the dollar amount you showed is incorrect, cross out the dollar amount and enter the correct amount.

4. Partial Payments.

a. One Set of Forms. You may use one set of forms and make copies of the Disbursement (white) copy and highlight the name of the payee for whom you are requesting payment; or

b. Several Sets of Forms. You may use a separate set of forms for each request for disbursement but use the same Document Control Number. You may use an additional digit with a dash for informational purposes, but it will not be used in the Federal Financial System.

C. Vendor Table Maintenance Form. Every vendor (payee) entered in the Federal Financial system must have a Taxpayer Identification Number and business category. Complete the Vendor Table Maintenance Form for the "Payee" when you request an obligation if the payee is not in the Federal Financial System. (See *Illustration 7.*) Show the escrow company as the payee for an escrow closing and the owner of record as the payee for a non-escrow closing. The escrow company will report to the Internal Revenue Service (IRS) the disbursement they make from the escrow account. Indicate in the Escrow Instructions that the escrow company is to report the transaction to the IRS. If there are additional payees indicated at the time of disbursement (such as a contract purchaser), the National Business Center will make appropriate changes to the Federal Financial system. It is not necessary to make additional Vendor Table Maintenance Forms at the time you request disbursement. Forward the Vendor Table Maintenance Form with the obligation (pink) copy of Form 1370-32 to the remote data entry person. The remote data entry person will forward the Vendor Table Maintenance Form to Realty Specialist for disposition (shredding). If you prepare a Vendor Table Maintenance Form and the payee is already in the FFS, the Vendor Maintenance Form is to be shredded.

D. Federal Financial System Remote Entry. Forward the pink obligation copy of Form 1370-32 with the Vendor Table Maintenance Form to the remote data entry person in the field office for entry in the Federal Financial System (FFS) as a miscellaneous obligation document. Remote data entry person forwards the pink copy of Form 1370-32 to the National Business Center.

E. Requesting Disbursement. Send the Disbursement (white original) copy of Form 1370-32 with supporting documents; i.e., the Preliminary Title Opinion for acquisitions and the DI-381 or DI-382 with attached Schedules for relocation assistance, to the National Business Center in Denver, Colorado. A facsimile request may be made only in extreme emergencies. The originals must be sent by mail. Allow three business days for a direct deposit to be made to the escrow account.

F. Distribution of Remaining Parts of Form 1370-32 will be made as follows: blue to grantor, yellow in official case file, and green to Regional/Field Solicitor's Office with request for final opinion of title.

G. Documentation. It is important the official serialized case file show the purchase price has been paid and all of the consideration requirements have been met. Once the payment(s) has been made, the document has been recorded as outlined in *Chapter V - Document Preparation*, and a follow-up made assuring that there is compliance with all the conditions of the acquisition agreement, the acquisition payment process is complete. Refer to *Chapter VII - Title Evidence/Clearance* for instructions on requesting the final opinion of title, which must be requested as soon as possible. Refer to *Chapter XIII - Post Acquisition Processing* for requirements upon receipt of the final opinion of title. All acquisitions must be noted to the Bureau's records (both manual and automated; i.e. Legacy Rehost 2000 case recordation (LR2000), master title plats, historical indices, etc.) following receipt of the final opinion of title. Entries to LR2000 should be made throughout the acquisition process (See *Chapter I - Overview* for the LR2000 Data Standards).

Escrow Instructions

Serial No.:

ESCROW INSTRUCTIONS
TITLE EVIDENCE NO. _____
FEE PURCHASE ACQUISITION

These instructions are prepared for use in completing the fee purchase of real property in accordance with the Agreement for the Purchase of Lands, serial number _____, dated _____. Title to the subject land will be transferred using the following described escrow procedures to be conducted by _____ Title Company, whose address is _____.

I: Deposition Escrow: Forthcoming is the United States Treasury direct deposit in the amount of \$ _____ which represents full payment of the purchase price for a fee simple estate described in the above purchase agreement plus closing costs to be paid by BLM. Establish an escrow account for the purpose of holding funds to be disbursed as shown below. The following must also be deposited in escrow.

- a. A signed copy of the Warranty Deed from (prior owner) to (grantor), and a signed copy of the Warranty Deed from (grantor), to the United States of America. These deeds will be provided by (grantor).
- b. (Grantor) will pay all taxes due, including any interest due as well as any outstanding liens not of record.

II: Upon receipt of the above items, _____ Title Company will perform the following services:

- a. Insure all current and assessed taxes have been paid, or that a sufficient amount of money is held in escrow to satisfy tax liabilities when payable. No reference to taxes should be made in the Title Insurance Policy.
- b. The following items should be cleared from the title before issuance of the Final Title Insurance Policy.

Item __ - _____

Item __ - _____

Note - Remove this reference to taxes from the final title report.

- c. Record all releases, if any.

Escrow Instructions

- d. Issue a Title Insurance Policy, showing title to the property described in the above mentioned Agreement for the Purchase of Lands, vested to the United States of America and its assigns. The policy must be issued on ALTA U.S. Policy Form, dated 9/28/91, and shall show that the property is free and clear subject only to those encumbrances permitted by the Regional/Field Solicitor in the preliminary opinion of title, dated _____. The total amount of liability of the final title evidence shall be \$_____.
- e. Prior to recording the Warranty Deed to the United States of America, provide a copy of the notarized deed to the BLM representative for review.
- f. Upon receipt of concurrence from BLM that the Warranty Deed is acceptable to BLM, record said deed conveying title to the United States.
- g. Deliver the respective original recorded Warranty Deed, title policy, copy of closing statement, and copies of any documents recorded to clear title to the Bureau of Land Management, _____ (address) _____. Deliver the original recorded Warranty Deed and a copy of the recorded deed to the United States to _____ (Grantor's name and address) .
- h. Disburse payment to _____ in the amount of \$ _____ less any taxes and interest due and payable.
- i. Report transaction to the Internal Revenue Service on IRS Form 1099-S, *Proceeds from Real Estate Transactions*.

III: Payment of Escrow. Costs for facilities and services utilized in the completion of the agreement are to be borne jointly by the Bureau of Land Management and _____ (Grantor) _____, each paying one-half. Bill the Bureau of Land Management separately for its share of escrow closing cost, payment for which will be made upon receipt of Title Insurance Policy and recorded deed.

(Grantor)

Date: _____

_____ ESCROW CO.

BUREAU OF LAND MANAGEMENT

(Name)
Escrow Officer

(Name)
(Authorized Officer's Title)

Date: _____

Date: _____

H-2100-1 - ACQUISITION
Chapter VIII - Closing

Illustration 2 (III.B.1.)

Land Acquisition Voucher Certificate - Closing in Escrow

Form 1370-32 (January 1995)		UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LAND ACQUISITION VOUCHER CERTIFICATE		Document Control Number ① HR-M1-0001	
②		Type of Disposition: <input checked="" type="checkbox"/> Obligation <input checked="" type="checkbox"/> Disbursement Type of Case: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Easement Type of Payment: <input checked="" type="checkbox"/> Consideration <input checked="" type="checkbox"/> Closing Costs <input type="checkbox"/> Donation <input type="checkbox"/> Exchange <input type="checkbox"/> Relocation <input type="checkbox"/> Equalization <input type="checkbox"/> Other		Serial Number OR56000	
③ DESCRIPTION OF PAYMENT					
Fee simple acquisition of 240 acres in T10S, R41E, Sec. 5, to be made according to escrow instructions dated 1/5/00. Owner of Record - Robert and Alice Jones - \$200,000.00 Closing costs - \$1750.40					
④ PAYEE CLASSIFICATION		NAMES OF PAYEE		⑤ AMOUNT	
Escrow Agent		Land Title Insurance & Escrow Company		\$201,750.40	
				\$	
				Total Disbursements	
				\$201,750.40	
Mailing Address for Check or Name of Banking Institution for Wire:			Account No. For Wire Transfer:		
U.S. National Bank of Oregon			Acct. #: 010 0005 837		
(Address)					
SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE	SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE
⑥			⑥		
AUTHORIZED OFFICER'S SIGNATURE OBLIGATING FUNDS		DATE	AUTHORIZED OFFICER'S SIGNATURE AUTHORIZED PAYMENT		DATE
⑦			⑧		
BUDGET ORGANIZATION	PROGRAM	PROJECT NUMBER	BUDGET OBJECT CODE	DOLLAR AMOUNT	
⑨ OR030	3110-HN	H045	325A	\$200,000.00	
OR030	3130-HN		252R	500.00	
OR030	3130-HN		252Z	1,250.40	
(Instructions on reverse)					

INSTRUCTIONS

① Document Control Number: State Code (i.e., H), Issuing Office (i.e., R), Document Type Accounting Code (i.e., M for Miscellaneous), Fiscal Year (i.e., 1) & chronological number (i.e., beginning with 0001).

② Type of Disposition: Check "Obligation & Disbursement".

③ Description of Payment: Enter purposes of payment including legal description & any other information that will help identify the payment. Since the escrow agent will be shown as the payee for the total dollar amount, show the distribution of payment and attach a separate sheet if necessary, or file a copy of the escrow instructions with this form in the case file.

④ Payee Classification: Show only "escrow agent."

⑤ Amount: Enter the total amount to be disbursed by the escrow company.

⑥ Signature of Grantor: Escrow Company Officer signs as the grantor has given permission by signing the escrow instructions. Grantor may sign also if desired.

⑦ Authorized Officer's Signature Obligating Funds: BLM Authorized Officer is to sign and show title when funds are being obligated.

⑧ Authorized Officer's Signature Authorizing Payment: BLM Authorized Officer is to sign and show title when authorizing payment.

⑨ Cost Coding: Enter complete codes for FFS and \$ amount for each code. Budget Object Classes include: 325A for fee acquisition consideration, 325E for easement consideration, 252R for closing costs for professional services, and 252Z for any miscellaneous costs associated with the acquisition.

H-2101-1 - ACQUISITION
Chapter VIII - Closing

Illustration 3 (III.B.2.)

Land Acquisition Voucher Certificate - Closing Without Escrow

Form 1370-32 (January 1995)		UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LAND ACQUISITION VOUCHER CERTIFICATE		Document Control Number ① HR-M1-0002	
				Serial Number OR57020	
② Type of Disposition: <input checked="" type="checkbox"/> Obligation <input checked="" type="checkbox"/> Disbursement Type of Case: <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> Easement <input type="checkbox"/> Donation <input type="checkbox"/> Exchange Type of Payment: <input checked="" type="checkbox"/> Consideration <input checked="" type="checkbox"/> Closing Costs <input type="checkbox"/> Relocation <input type="checkbox"/> Equalization <input type="checkbox"/> Other					
③ DESCRIPTION OF PAYMENT					
Acquisition of perpetual nonexclusive easement in T30S, R12W, Sec. 3, portion of NW¼NE¼ of 3.5 acres from John Henry and Mary Alice Clover. Reimbursed \$23.00 for pro-rata taxes.					
④ PAYEE CLASSIFICATION		⑤ NAMES OF PAYEE		⑥ AMOUNT	
Owner of record		John Henry Clover and Mary Alice Clover		\$ 273.00	
Contract Purchaser		William Notenuf		250.00	
				\$	
				Total Disbursements \$ 523.00	
Mailing Address for Check or Name of Banking Institution for Wire:				Account No. For Wire Transfer:	
Bureau of Land Management ⑦					
P.O. Box 2000					
Sunshine, OR 97000					
SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE	SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE
⑧			⑧		
AUTHORIZED OFFICER'S SIGNATURE OBLIGATING FUNDS		DATE	AUTHORIZED OFFICER'S SIGNATURE AUTHORIZED PAYMENT		DATE
⑧			⑧		
BUDGET ORGANIZATION	PROGRAM	PROJECT NUMBER	BUDGET OBJECT CODE	DOLLAR AMOUNT	
⑨ OR120	6140-HN	H999	325E	\$500.00	
OR120	6140-HN	H999	252Z	23.00	
(Instructions on reverse)					

INSTRUCTIONS

- ① Document Control Number: See Illustration 1.
- ② Type of Disposition: Check "Obligation and Disbursement".
- ③ Description of Payment: Describe the purpose of payment including a description of the land and any other information that will help identify the payment. Attach a separate sheet if necessary with the notation in this block.
- ④ Payee Classification: Enter owner of record, contract purchaser, lienholder, assessor's office, tax collector, etc. on separate lines.
- ⑤ Name of Payee: List the name(s) of each payee; i.e., owner of record, lienholder, etc. with each listed on a separate line. However, since the name of the payee will be used as the vendor in the FFS, on the **pink Obligation copy ONLY** draw a line through all entries except the owner of record so the remote data entry person will enter the owner of record as the vendor in the MIS. See "C. Vendor Maintenance Form," page VIII-6, for instructions on completing this form which is required for every vendor.
- ⑥ Amount: Show the dollar amount for each payee on a separate line, with the total for all payee amounts under total disbursements. On the **pink Obligation copy ONLY** draw a line through the dollar amounts except for the total disbursement.
- ⑦ Mailing Address for Check or Name of Banking Institution for Wire: Show the mailing address for the BLM field office.
- ⑧ Signatures: Signature of Grantor and Authorized Officer with Title must be made on both sides at time of request for disbursement.
- ⑨ Cost Coding: Enter complete codes for FFS and \$ amount for each code.

Sample Letter of Appreciation to Landowner

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Field Office

P. O. Box 2000

Sunshine, OR 97000

In reply refer to:
2100 (958.1)
OR 57020

June 29, 2000

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. and Mrs. John Clover
640 Never Ending Trail Road
Rain, OR 97065

Dear Mr. and Mrs. Clover:

Your check in the amount of \$273.00 is enclosed. This is the payment for granting an easement across your property in the Northwest Quarter of the Northeast Quarter of Section 3, Township 30 South, Range 12 West, Willamette Meridian. Also enclosed for your records is a copy of the easement which you will note has been recorded in the Coos County records.

We appreciate your assistance and cooperation in providing access to lands administered by the Bureau of Land Management.

Sincerely yours,

Field Office Manager

2 Attachments:

- 1 - Check #476,928,435
- 2 - Recorded Easement Deed

**Sample Letter of Appreciation to Landowner
When More Than One Payee**

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Field Office
P. O. Box 2000
Sunshine, OR 97000

In reply refer to:
2100 (958.1)
OR 57020

June 29, 2000

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. and Mrs. John Clover
640 Never Ending Trail Road
Rain, OR 97065

Dear Mr. and Mrs. Clover:

Your check in the amount of \$259.65 is enclosed. This is the payment for granting an easement across your property in the Northwest Quarter of the Northeast Quarter of Section 3, Township 30 South, Range 12 West, Willamette Meridian. The balance of the consideration has been distributed to the County Assessor as discussed with you.

We are also enclosing for your records a copy of the easement which has been recorded in the Coos County records and the original tax receipt showing payment of your taxes.

We appreciate your assistance and cooperation in providing access to lands administered by the Bureau of Land Management.

Sincerely yours,

Field Office manager

3 Attachments:

- 1 - Check #476,928,439
- 2 - Recorded Easement Deed
- 3 - County Tax Receipt

H-2100-1 - ACQUISITION
Chapter VIII - Closing

Illustration 6 (III.B.3.)

Land Acquisition Voucher Certificate - Obligation Prior to Requesting Check

Form 1370-32 (January 1995)		UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LAND ACQUISITION VOUCHER CERTIFICATE		Document Control Number ① HR-M1-0004	
				Serial Number OR57015	
② Type of Disposition: <input checked="" type="checkbox"/> Obligation <input type="checkbox"/> Disbursement Type of Case: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Easement <input type="checkbox"/> Donation <input type="checkbox"/> Exchange Type of Payment: <input checked="" type="checkbox"/> Consideration <input checked="" type="checkbox"/> Closing Costs <input type="checkbox"/> Relocation <input type="checkbox"/> Equalization <input type="checkbox"/> Other					
③ DESCRIPTION OF PAYMENT					
Fee simple acquisition in T18S, R4W, Sec. 4, M & B in DLC 41. Consideration and closing costs to be distributed according to escrow instructions dated 1/5/00. Owner of Record - The Nature Conservancy - \$5,000.00 Closing costs \$570.00					
④ PAYEE CLASSIFICATION		⑤ NAMES OF PAYEE		⑥ AMOUNT	
Escrow Agent		Cascade Title Company		\$ 5,570.00	
				\$	
				Total Disbursements	
				\$ 5,570.00	
Mailing Address for Check or Name of Banking Institution for Wire:			Account No. For Wire Transfer:		
Cascade Title Company			Acct. No. 010 0004 678		
1075 Oak Street					
Eugene, OR 97401					
SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE	SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE
⑦					
AUTHORIZED OFFICER'S SIGNATURE OBLIGATING FUNDS		DATE	AUTHORIZED OFFICER'S SIGNATURE AUTHORIZED PAYMENT		DATE
⑧					
BUDGET ORGANIZATION	PROGRAM	PROJECT NUMBER	BUDGET OBJECT CODE	DOLLAR AMOUNT	
⑨ OR090	3110-HN	H018	325A	\$ 5,000.00	
OR090	3130-HN		252R	250.00	
OR090	3130-HN		252Z	320.00	
(Instructions on reverse)					

INSTRUCTIONS

- ① **Document Control Number:** See Illustration 1.
- ② **Type of Disposition:** Check "Obligation" only.
- ③ **Description of Payment:** Enter purposes of payment including legal description & any other information that will help identify the transaction.
- ④ **Payee Classification:** Show only "Escrow Agent" for escrow closing or "Owner of Record" for closing without escrow.
- ⑤ **Name of Payee:** Show only the name of the escrow company or owner of record.
- ⑥ **Amount:** Enter the total amount estimated to be disbursed for this transaction on one line.
- ⑦ **Signature of Grantor:** Escrow Company Officer signs as the grantor has given permission by signing the escrow instructions. Grantor may sign also if desired.
- ⑧ **Authorized Officer's Signature Obligating Funds:** BLM Authorized Officer is signs and shows Title.
- ⑨ **Cost Coding:** Enter complete codes for FFS and \$ amount for each code. Budget Object Classes include: 325A for fee acquisition consideration, 325E for easement consideration, 252R for closing costs for professional services, and 252Z for any miscellaneous services.

Vendor Maintenance Table Form

BUREAU OF LAND MANAGEMENT		
VENDOR TABLE MAINTENANCE FORM		
<u>ACTION</u>	<u>ADD ACTION</u>	<u>CHANGE ACTION</u>
<input type="checkbox"/> ADD	<input type="checkbox"/> NEW VENDOR	<input type="checkbox"/> ADDRESS CHANGE
<input type="checkbox"/> CHANGE	<input type="checkbox"/> NEW ADDRESS TAG	<input type="checkbox"/> NAME CHANGE
<input type="checkbox"/> DELETE		<input type="checkbox"/> OTHER: _____
VENDOR NUMBER: _____ 1099 VENDOR NUMBER TAG: _____		
BUSINESS CATEGORY (See instructions on reverse for required information for each category):		
<input type="checkbox"/> - Individual		
<input type="checkbox"/> - Sole Proprietor		
<input type="checkbox"/> - Partnership		
<input type="checkbox"/> - Corporation		
<input type="checkbox"/> - Other:		
NAME: _____		
ADDRESS1: _____		
ADDRESS2: _____		
CITY: _____ STATE: ____ ZIP: _____		
[FINANCE USE ONLY: 1099 VENDOR: ____ 1099 NAME IND: ____]		
1099 NAME AND ADDRESS (IF 1099 IS TO SHOW NAME DIFFERENT FROM PAYMENT NAME AND/OR IF 1099 IS TO BE MAILED TO AN ADDRESS DIFFERENT FROM PAYMENT ADDRESS):		
1099 NAME: _____		
1099 ADDRESS1: _____		
1099 ADDRESS2: _____		
CITY: _____ STATE: ____ ZIP: _____		
[FINANCE USE ONLY: 1099 VENDOR: ____ 1099 NAME IND: ____ (Y or X)]		
TAXPAYER IDENTIFICATION NUMBER:		
Social Security Number (SSN): _____		
OR		
Employer Identification Number (EIN): _____		
SPECIAL COMMENTS: _____		

AUTHORIZED BY: _____ DATE: ____ / ____ / ____		
AUTHORIZED TELEPHONE NUMBER: (____) _____		
[FINANCE USE ONLY: VEND UPDATED: _____ INITIALS: _____ DATE: ____ / ____ / ____]		

Vendor Maintenance Table Form - continued

BUREAU OF LAND MANAGEMENT
VENDOR TABLE MAINTENANCE FORM

<u>ACTION</u>	<u>ADD ACTION</u>	<u>CHANGE ACTION</u>
<input type="checkbox"/> ADD	<input checked="" type="checkbox"/> NEW VENDOR	<input type="checkbox"/> ADDRESS CHANGE
<input type="checkbox"/> CHANGE	<input type="checkbox"/> NEW ADDRESS TAG	<input type="checkbox"/> NAME CHANGE
<input type="checkbox"/> DELETE		<input type="checkbox"/> OTHER: _____

VENDOR NUMBER: _____ 1099 VENDOR NUMBER TAG: ____

BUSINESS CATEGORY (See instructions on reverse for required information for each category):

- Individual
 - Sole Proprietor
 - Partnership
 - Corporation
 - Other:

NAME: BOB'S RETROFITTING SERVICE

ADDRESS1: CACTUS COMMERCIAL FINANCE COMPANY

ADDRESS2: PO BOX 999

CITY: ALBUQUERQUE STATE: NM ZIP: 87123-4567

[FINANCE USE ONLY: 1099 VENDOR: ____ 1099 NAME IND: ____]

1099 NAME AND ADDRESS (IF 1099 IS TO SHOW NAME DIFFERENT FROM PAYMENT NAME AND/OR IF 1099 IS TO BE MAILED TO AN ADDRESS DIFFERENT FROM PAYMENT ADDRESS):

1099 NAME: ROBERT KIONGA

1099 ADDRESS1: 4752 WEST ROADRUNNER BLVD

1099 ADDRESS2: _____

CITY: ALBUQUERQUE STATE: NM ZIP: 87987-4567

[FINANCE USE ONLY: 1099 VENDOR: Y 1099 NAME IND: ____ (Y or X)]

TAXPAYER IDENTIFICATION NUMBER:
 Social Security Number (SSN): 999-99-9999
 OR
 Employer Identification Number (EIN): - - - - -

SPECIAL COMMENTS: _____

AUTHORIZED BY: MARY WHITE DATE: 12/05/95

AUTHORIZED TELEPHONE NUMBER: (505) 888-8888

[FINANCE USE ONLY: VEND UPDATED: _____ INITIALS: _____ DATE: __/__/__]

Vendor Maintenance Table Form - continued**Instructions (continued)**

Estate: Place the legal name of the estate as recognized by the IRS on the "NAME" line. An Employer Identification Number must be provided.

Non-profit organization: Place the legal name of non-profit organization as recognized by the IRS on the "NAME" line. The Employer Identification Number must be provided. Payments to non-profit organizations are not currently reportable to the IRS on Form 1099-MISC.

Federal, state, or local government agency or instrumentality: Must provide legal name of the government agency or instrumentality on the "NAME" line. The Employer Identification Number must be provided. Payments to agencies or instrumentalities are not currently reportable to the IRS on Form 1099-MISC.

Nonresident alien, foreign partnership, or foreign corporation: Must provide legal name of business on the "NAME" line. If the vendor does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agency in the U.S., the vendor will not have a U.S. Tax Identification Number.

Foreign government agency or instrumentality: Must provide legal name of the agency or instrumentality on the "NAME" line. These vendors do not have a U.S. Tax Identification Number.

6. **ADDRESS**: Place the address where THE PAYMENT IS TO BE SENT on "ADDRESS1" line and "ADDRESS2" line if additional space is required. Do not merely provide the address where the procurement document is sent.

7. **1099 ADDRESS**: If the 1099 is to be mailed to an address other than the payment address, place this address on "1099 ADDRESS2" line if additional space is required. This would occur when the payment is mailed to a financial institution rather than directly to the new vendor. In addition, payments to some vendors might be mailed to the vendor in care of the vendor's employer (e.g., a payment made to a professor in care of a university). In these cases, the vendor must have a separate VEND number from a VEND number assigned to the vendor's employer. Whenever possible, the private address of the vendor should be placed on "1099 ADDRESS1" line and "1099 ADDRESS2" line if additional space is required. This ensures that the vendor is correctly identified as the individual and not as the individual's employer, and also will provide the individual's address to the IRS.

8. **SPECIAL COMMENTS**. Use these lines if any special information needs to be provided on a VEND table entry.

9. **AUTHORIZER TELEPHONE NUMBER**. Provide the authorizer's complete telephone number should Payments Group need to make contact for additional information for clarification.

Telefax (303-336-6412) or mail this form to the National Business Center, Payments Group (BC-630).

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1. Relocation Assistance Assessment
2. Task Order - Relocation Services
3. Occupant Needs Questionnaire
4. Notice of Relocation Eligibility
5. Ninety-Day Notice
6. Ninety-Day Combination Notice
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8. Real Estate Information Reporting Requirements - IRS
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10. DI-381, Claim for Relocation Payments - Residential
11. Schedule A, Payment for Moving Costs - Residential
12. Schedule C, Claim for Rental Replacement Housing Payments - Residential
13. Schedule D, Down Payment and Incidental Expenses - Residential
14. DI-382, Claim for Relocation Payments - Nonresidential
15. Schedule A, Moving and Related Costs - Nonresidential
16. Schedule B, Direct Loss of Personal property - Nonresidential
17. Schedule C, Search Expenses - Nonresidential
18. Schedule D, Reestablishment Expenses - Nonresidential

Chapter IX - Relocation Assistance

I. The Uniform Act. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended by P.L. 100-17, P. L. 102-240, and P.L. 105-117, 42 U.S.C. 4601 et seq., was enacted to provide uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal and Federally assisted programs and to establish uniform and equitable land acquisition policies for Federal and Federally assisted programs. Among other benefits the Uniform Act provides relocation payments for residential displaced persons and for businesses, farms, and non-profit organizations. These payments include moving expense payments for persons covered by the Act and certain supplementary payments (for replacement housing) for residential displaced persons. In addition, the Act provides certain protections such as requiring the availability of replacement housing for displaced persons, minimum standards for such housing, and requirements for notices and information which must be given to displaced persons. Also, the Act entitles displaced persons to certain "advisory services" to help them move successfully.

II. Regulations. In May 1982, the Office of Management and Budget (OMB), in response to the concerns of State and local governments, formed a Uniform Act Interagency Regulatory Review Working Group to develop uniform regulations to be implemented by each covered agency for the Uniform Act. On February 27, 1985, a Presidential Memorandum was published in the Federal Register naming the Department of Transportation (DOT) as the agency with lead responsibility for the Uniform Act. Refer to 49 CFR Part 24 regulations for definitions and policy established by The Department of Transportation, Federal Highway Administration. You are strongly urged to reference The Uniform Act, including amendments, and 49 CFR 24 before beginning to process a relocation.

A. Aliens Not Lawfully Present in the United States. P.L. 105-117, enacted on November 21, 1997, provides that an alien not lawfully present in the United States shall not be eligible to receive relocation payments or any other relocation payments or any other assistance provided under the Uniform Act, unless such ineligibility would result in exceptional and extremely unusual hardship to the alien's spouse, parent, or child and such spouse, parent, or child is a citizen or an alien admitted for permanent residence. Refer to 49 CFR 24.208 for the regulations pertaining to this amendment.

B. Owner-Occupants. The purpose of this handbook is to provide instructions for complying with "The Uniform Act" regarding tenant-occupants. Entitlements due owner-occupants (including condemnation acquisitions) will not be covered in this handbook. However, owner-occupants are entitled to all benefits offered by the Uniform Act except for voluntary transactions that meet all of the conditions listed in 49 CFR 24.101(a)(1). If you are acquiring property under an Act allowing condemnation authority, have an unwilling seller, and will be using the power of eminent domain, or the transaction does not meet the criteria for a voluntary transaction as listed in 49 CFR 24.101(a)(1), request assistance from the Bureau of Land Management (BLM) Relocation Specialist.

C. Consultation with Land Owner. During negotiations with the land owner, ask questions to obtain information relative to occupants, tenants, lessees, or business operations. Complete the *Relocation Assistance Assessment (Illustration 1)* at the initiation of every acquisition. Landowners should be advised at this time not to remove tenants because of the proposed acquisition action.

D. Certificate of Inspection and Possession. Inspect the property for evidence of occupants, tenants, lessees, or business operations when making the first inspection of the property and make notation on the *Certificate of Inspection and Possession*.

E. Eligibility for Relocation Assistance. Any person who is not the willing seller of the property and is being displaced by the project may be eligible for relocation assistance; i.e., tenants and lessees. Advisory services will be provided to anyone affected by a Federal or Federally assisted project.

Those **NOT** eligible for relocation assistance may include:

1. Willing seller of property (owner-occupant).
2. Unlawful occupants.
3. Occupants occupying with the intent of collecting relocation benefits.
4. People who knowingly become tenant-occupants after the proposed acquisition is public knowledge.
5. People who become occupants after title of the property passes to the United States.
6. People occupying parcel with a life estate reservation.

F. Contract Relocation Services. Before entering into the complexities of a relocation action, consider the possibility that relocation services may be more efficiently obtained from sources outside the BLM. A close liaison should be maintained with the Federal Highway Administration (FHWA), State Department of Transportation, or professional relocation contractors. It may be desirable to enter into appropriate agreements with other Federal or State agencies to obtain needed services. Task Orders (*Illustration 2*) can be developed with the assistance of FHWA, State relocation specialists, or State/Field Office Contracting Specialists or Task Order Managers.

G. Occupant Needs Questionnaire. Interview the displaced person. Gather all background information. You may use the *Occupant Needs Questionnaire* to record information gathered (*Illustration 3*). Be sensitive to the needs of the occupant. Be a good listener. Provide information as to the rights under The Uniform Act. If you are unsure of potential entitlements, offer to research and provide the displaced person with an accurate answer at a later date.

H. Information and Notices: (Provide and collect information.) Three ways to provide information through Notices are:

1. The General Information Notice.

- a. At an early stage of the project, BLM must provide general information about the project and the relocation program to persons who **may** be displaced. This information must be in writing using easily understood language. You may use the BLM version of the FHWA brochure "*Your Rights and Benefits as a Displaced Person*" to provide this information, highlighting the parts that affect a specific person, and stapling your business card to it if you have one.

b. The General Information Notice provides a general description of the displacing agency's relocation program, and should include the following:

(1) Notification to the person that he/she may be displaced.

(2) Provide instruction not to move until notified by BLM if they want to apply for relocation assistance. Moving could jeopardize potential benefits.

(3) They will not be required to move until comparable housing is found.

(4) Information regarding kinds of advisory services to be provided.

(5) They have the right of appeal.

2. Notice of Relocation Eligibility (*Illustration 4*)

a. The Notice of Relocation Eligibility is provided to all persons that **will** be displaced and are eligible for relocation benefits.

b. Issue the notice in writing to displaced persons the same day as offer to acquire the property is presented to landowner or as soon after as possible (should be within seven, and in no case later than fourteen, days).

3. Ninety-Day Notice. No lawful occupant shall be required to move unless he/she has received at least 90 days advance written notice of the earliest date by which he/she may be required to move.

a. Two basic approaches you may use:

(1) May state a specific date in the Ninety-Day Notice (at least 90 days away).

(See *Illustration 5*.)

(2) May state that in not less than 60 days a second notice will be provided which will state a specific date by which a move will be required, and that this latter notice will provide no less than 30 days advance notice. (See *Illustrations 6 and 7*.)

b. The 90-day clock may not begin until the agency has made available at least one, and where possible three, comparable replacement dwellings.

c. If the occupant moves on his own before receiving a notice, it is not necessary to provide a Ninety-Day Notice. An occupant-selected replacement dwelling must be inspected by BLM for decent, safe, and sanitary compliance before the tenant commits to the selection.

d. In rare situations, such as health, safety, etc., when a person is required to move with less than 90 days' notice, document the reason in the case file.

I. Advisory Services.1. Who Receives Advisory Services.

- a. Persons occupying real property to be acquired.
- b. Persons occupying real property adjacent to that being acquired who are caused substantial economic injury by the acquisition.
- c. Persons who, as a result of the project, move or move personal property from real property not being acquired for the project.
- d. Persons who move into property after acquisition who are aware they will have to move.

2. What are Advisory Services.

- a. Explanation of relocation services and appropriate assistance payments.
- b. Information as to eligibility.
- c. Determination of needs.
- d. Meeting needs identified.
- e. Information concerning housing and other assistance programs.
- f. Assistance with claim forms.
- g. Transportation.
- h. Comparable dwelling listings (three if possible).

J. Relocation Payments. Relocation assistance payments are not subject to real estate information reporting requirements of the Internal Revenue Service. (See *Illustration 8.*) Relocation payments are reimbursements. However, if a person demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, you may issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished. Contact the BLM Relocation Specialist for more detailed information on relocation assistance payments.

1. Residential. (See *Illustrations 9 - 13.*)

- a. Moving Expenses. Compensation may be made for moving and related costs which are incurred as a result of being displaced. Displaced persons may choose to be paid on the basis of actual, reasonable costs and related expenses, or according to a fixed moving cost schedule.

(1) Actual Cost Method. All expenses must be considered necessary and reasonable by BLM and supported by paid receipts or other evidence of expenses incurred. Eligible residential moving expenses are:

- a) Transportation of displaced person and personal property up to 50 miles, unless BLM determines that relocation beyond 50 miles is justified.
- b) Payment to commercial mover for completing all or part of move.
- c) If a self-move, payment for rental vehicles or equipment such as trucks, pads, dollies, etc.
- d) Packing, crating, uncrating, and unpacking of personal property.
- e) Payment for storage of personal property not to exceed 12 months is justified, unless BLM determines that a longer period is necessary. Insurance premiums to cover the value of personal property for damage or loss during the move or during necessary storage.
- f) Replacement value of personal property lost, stolen, or damaged under certain circumstances when insurance is not reasonably available.
- g) Compensation paid to persons employed to help conduct the move.
- h) Payments to disconnect, dismantle, reassemble, and reinstall household appliances and other personal property, such as a washer, dryer, telephone, etc.
- i) Special services, such as an ambulance to transfer persons who are physically handicapped.
- j) Other moving-related expenses BLM determines to be reasonable and necessary, except that are ineligible as shown under II. J. 3. *Ineligible Moving and Related Expenses (Residential and Non-Residential)*.

(2) Schedule. The schedule is designed to include all expenses incurred in moving, including those services that must be purchased from others. The amount of the payment is based on the number of rooms in the displacement dwelling. In some cases a displaced person will have an unusually large amount of furniture in one or more rooms, e.g., in a basement, garage, or attic. Adjust the number of rooms and hence the schedule payment to reflect this situation. (See *Illustration 9*).

(3) Mobile Homes. Mobile homes involve two eligibilities - the land and the home. The occupancy or tenancy of the home not the land determines the occupant's status as an owner or a tenant.

a) Owner of Mobile Home. The tenant of the land who owns the displaced mobile home may be entitled to a payment for the cost of moving the mobile home to a replacement site on an actual cost basis. Displaced mobile home occupants may also be eligible for a payment for moving personal property from the mobile home such as furniture, appliances and clothing on an actual cost basis, or on the basis of a moving cost schedule.

H-2100-1 - ACQUISITION
Chapter IX - Relocation Assistance

b) Renter of Mobile Home. If the landowner owns the mobile home, then it should be treated as realty, and the tenant would receive moving costs and rental or Down Payment assistance.

b. Replacement Housing Payments.

(1) Rental Assistance. Rental assistance is designed to enable the displaced person to rent a comparable decent, safe, and sanitary (DSS) replacement dwelling for a 42 month period. If the rent and utilities are higher on the replacement dwelling, rental assistance with a maximum of \$5,250 may be paid. The rental assistance payment will be paid in a lump sum unless BLM determines that the payment should be paid in installments. The displaced person must rent and occupy a DSS replacement dwelling within one year to be eligible for replacement housing payments.

a) Displaced person must be at least a 90-day tenant.

b) Maximum amount of rental assistance is \$5,250 (unless using Housing of Last Resort - see c. below).

c) Computation of Rental Assistance Payment (RAP) is completed using the following formula: The lesser of:

Monthly Rent of Comparable Replacement Dwelling Plus Utilities

OR

Monthly Rent of Actual Replacement Dwelling Plus Utilities,

MINUS

Base Monthly Rental of Displacement Dwelling Plus Utilities

TIMES 42 (MONTHS)

Equals the Rental Assistance Payment (RAP)

d) Housing of Last Resort must be used if housing is not available for \$5,250 or less. (See c. below.) In all instances, the cost of utilities must be included with the rent of the displacement dwelling as well as the rent of the replacement dwelling when computing the rental assistance payment.

e) Base monthly rent is the lesser of:

i) The average (including utilities) monthly rent actually paid by the displaced person for the displacement dwelling, or

ii) Thirty percent (30%) of the displaced person's monthly household income. The base is reduced to 30% of income so that a displaced person will not pay more than the 30% of income to rent a comparable dwelling.

f) Actual monthly rent means the typical rent paid over a representative period and, under most circumstances, this would be used. However, there are some situations when the "market rent," i.e., the probable rent that the property normally would command in the local rental market, should be substituted for actual rent. In these instances, request an appraisal per BLM Manual 9310 - Real Property Appraisal.

(2) Down Payment Assistance.

a) A 90-day tenant may choose to become a landowner.

b) Down payment assistance could include the down payment for the house plus closing costs such as title search, recording fees, and certain other closing costs but does not include prepaid expenses such as real estate taxes and property insurance, which is usually equal to what would have been paid for rental assistance and not exceeding \$5,250, unless Housing of Last Resort is required. (See c. below.)

c. Housing of Last Resort. Housing of Last Resort involves use of payment in excess of statutory maximums or the use of other unusual methods of providing comparable housing. The determination to exceed the \$5,250 is at the Authorized Officer's discretion. Consider the displaced person's ability to afford the housing without assistance after the 42 month period. Do not place the person in a situation where another move will be required due to insufficient income. The case file must be documented that maximum allowable payment was exceeded. Contact the BLM Relocation Specialist for assistance if necessary.

(1) Alternative Housing. If comparable housing is not available, BLM may need to find alternative ways to provide the housing. Contact the BLM Relocation Specialist for assistance if necessary.

d. Replacement Housing Standards. A basic requirement of the relocation program is that replacement housing made available to displaced persons must meet certain qualitative standards. These standards are contained in the interrelated concepts of "decent, safe, and sanitary housing" and "comparable replacement housing."

(1) Decent, Safe and Sanitary. The term decent, safe, and sanitary (DSS) refers to the physical condition of the replacement dwelling and its effect on the health and safety of the occupants. Basically, the dwelling must meet the minimum requirements established by Federal regulations and conforms to applicable State and local housing and occupancy codes. The dwelling shall meet the following minimum standards:

a) Water. Must have an adequate supply of potable (drinking) water.

b) Kitchen. Shall be a kitchen area containing a fully usable sink properly connected to potable hot and cold water and to a sewage drainage system with adequate space and utility service connections for a stove and refrigerator.

c) Heating System. Must contain a heating system capable of sustaining a healthful temperature of approximately 70 degrees, except in those areas where local climatic conditions do not require such a system.

d) Bathroom. Must have a separate, well-lighted and ventilated bathroom affording privacy to the user and containing a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and a sewage drainage system.

e) Electrical System. Must have an adequate and safe electrical wiring system for lighting and other electrical services.

f) Structurally Sound. Must be structurally sound, weather-tight, and in good repair.

g) Egress. Shall have a safe, unobstructed means of egress to safe, open space at ground level. If the unit is located on a second story or above, it must have access directly from or through a common corridor which has at least two means of egress.

h) Adequate in Size. The unit must be adequate in size with respect to the number of rooms, bedrooms, and area of living space needed to accommodate the displaced person(s). Must meet the requirements of the local occupancy code.

i) Handicapped Accessible. For a displaced person who is handicapped, the dwelling shall be free of any barriers which would preclude reasonable ingress, egress or use of the dwelling by such displaced person.

e. Comparable Replacement Dwelling. No person may be required to move from a dwelling unless he or she has been offered a comparable replacement dwelling. BLM must offer at least one comparable replacement dwelling and, if possible, three. This is a crucial part of the displacement process, since the comparable replacement dwelling will form the basis for the computation of the Replacement Housing Payment. The criteria sometimes becomes subjective in application and an attitude of reasonableness must prevail. The displaced person may elect to relocate to one of the comparable dwellings located by BLM, or the displaced person may locate a replacement dwelling on their own, which is usually the case. The dwelling located by the displaced person must be inspected by the BLM for compliance with decent, safe, and sanitary standards prior to acceptance as the replacement dwelling and issuance of a replacement housing payment. The overall objective of the program is **fairness and equity to displaced persons**. The term comparable replacement dwelling means a dwelling which meets the following criteria:

(1) Decent, safe, and sanitary (DSS).

(2) Functionally equivalent to displacement dwelling.

(3) Adequate in size to accommodate displaced person.

(4) Located in area that is:

a) Not subject to unreasonable adverse environmental conditions.

b) Generally not less desirable than the location of the displacement dwelling with regard to public utilities and commercial and public facilities.

c) Reasonably accessible to employment.

(5) Located on typical residential site with normal site improvements. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses.

(6) Currently available to the displaced person.

(7) Within financial means of the displaced person.

2. Nonresidential. (See *Illustrations 14 - 18*.)

a. Moving Expenses.

(1) Actual Cost. Based on the actual, reasonable, and necessary cost of moving when the move is performed by a professional mover or when displaced person elects to move himself. However, all of the moving costs must be supported by paid receipts or other evidence of expenses incurred. No fixed dollar ceiling on payments for actual moving expenses, but may not exceed the actual cost of the moving and related expenses. BLM should prepare an inventory of personal property to be moved.

(2) Estimated Cost. If the displaced person agrees to take full responsibility for all or part of the move of the business or farm operation, the BLM may approve a payment not to exceed the lower of two acceptable bids or estimates obtained by the BLM from qualified moving firms, moving consultants, or a qualified BLM staff employee. A low cost or uncomplicated move may be based on a single bid or estimate at the BLM's discretion. The displaced business or farm operator does not have to document all moving expenses. BLM may make the payment without additional documentation as long as the payment is limited to the amount of the lowest acceptable bid or estimate.

(3) Payment In-Lieu of Actual Moving Expenses (ILO). Payment of \$1,000 to \$20,000, equal to the average annual net earnings of the business. May not receive a reestablishment expense payment. Consult BLM Relocation Specialist for more details if this method is to be used.

b. Eligible Nonresidential Moving Expenses.

(1) Transportation of personal property (within 50 miles, unless Authorized Officer determines that relocation beyond 50 miles is justified).

(2) Packing, crating, unpacking, and uncrating of the personal property.

(3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property. Connection to utilities. Modifications to personal property necessary to adapt to replacement structure or site.

(4) Storage of personal property is not to exceed 12 months, unless Authorized Officer determines that a longer period is necessary.

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Chapter IX - Relocation Assistance

- (5) Insurance for the replacement value of personal property in connection with the move and necessary storage.
- (6) Any license, permit, or certification required at replacement location.
- (7) Replacement value of property lost, stolen or damaged in move where insurance is not available.
- (8) Professional services for planning the move of the personal property, moving the personal property, and installing the relocated personal property.
- (9) Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
- (10) Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:
 - a) The fair market value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the Authorized Officer determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value shall be based on the cost of the goods to the business, not the potential selling price.); or
 - b) The estimated cost of moving the item, but with no allowance for storage. (If the business or farm operation is discontinued, the estimated cost shall be based on a moving distance of 50 miles.)
- (11) The reasonable cost incurred in attempting to sell an item that is not to be relocated.
- (12) Purchase of substitute personal property. If item of personal property which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:
 - a) Cost of substitute item, including installation costs minus any proceeds from the sale or trade-in of the replaced item, minus any proceeds from the sale or trade-in of the replaced item; or
 - b) Estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At Authorized Officer's discretion, estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.
- (13) Searching for a replacement location. A displaced business or farm operation is entitled to reimbursement for actual expenses, not to exceed \$1,000, as the Authorized Officer determines to be reasonable, which are incurred in searching for a replacement location, including transportation, meals and lodging away from home, time spent searching based on reasonable salary or earnings, and fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such site.

(14) Other moving-related expenses, not listed as ineligible below, as Authorized Officer determines to be reasonable and necessary.

c. **Reestablishment Expenses.** Payment in addition to actual moving expenses may be made to **small businesses** for expenses in connection with reestablishing the site, which is the location of their economic activity. Payment may not exceed \$10,000. Farms and non-profit organization also are eligible for this payment. **Payment for reestablishment expenses may not be made to those receiving a Payment in Lieu of Actual Moving Expenses.** A small business is one with not more than 500 employees working at the site being acquired. Outdoor advertising signs, displays, or devices are not eligible for payment of reestablishment expenses. See 49 CFR 24.304 (b) for ineligible expenses.

3. **Ineligible Moving and Related Expenses (Residential and Non-Residential).**

a. Cost of moving any structure or other real property improvement in which the displaced person reserved ownership.

b. Interest on a loan to cover moving expenses.

c. Loss of goodwill.

d. Loss of profits.

e. Loss of trained employees.

f. Any additional operating expenses of a business or farm operation incurred because of operating in a new location except for eligible reestablishment expenses.

g. Personal injury.

h. Any legal fee or other cost for preparing a claim or representing the claimant.

i. Expenses for searching for a replacement dwelling.

j. Physical changes to the real property at the replacement location of a business or farm operation, except for eligible reinstallation expenses and eligible reestablishment expenses.

k. Costs for storage of personal property on real property already owned or leased by the displaced person.

K. **Requesting Payments.** Refer to *Chapter VIII - Closing* of this handbook.

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 Chapter IX - Relocation Assistance

Illustration 1 (II.C.)

Relocation Assistance Assessment

THE UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Land Management

RELOCATION ASSISTANCE ASSESSMENT

Serial Number

Complete, sign and date this checklist at initiation of every acquisition!	Yes	No
Residential dwelling located on the property?		
Dwelling occupied?		
Dwelling occupied by an owner?		
Dwelling occupied by a tenant?		
Occupancy permanent?		
Occupancy seasonal?		
If the occupancy is tenant/seasonal, does the tenant own personal property in the dwelling?		
Authority to acquire property within this project area permit acquisition by condemnation?		
Agricultural operation or business located on the property? <small>(This includes billboards, grazing and crop leases.)</small>		

Occupant's Name	Address	Telephone #	Owner	Tenant

Because I answered "Yes" to any of the above questions, I will refer to Chapter IX - Relocation Assistance BLM Manual Handbook H-2100-1, Acquisition, to determine whether relocation assistance may apply, and I will contact the BLM Relocation Specialist if I need assistance.

Signature	Title	Date

Task Order - Relocation Services

Task Order - Relocation Services

Palmerita Ranch

Sections 16 and 17, Township 11 North, Range 11 West of the Gila and Salt River Base and Meridian, La Paz and Mohave Counties, Arizona

Objective:

Vendor will provide relocation assistance to eligible displaced individuals and businesses occupying the property described on Exhibit A. All relocation services shall be performed in accordance with Federal Procedures as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Services shall be performed in general accordance with 49 CFR Part 24.

Scope of Services:

1. Provide Relocation Advisory Assistance. Determine the number of families and/or businesses displaced per parcel. Determine the needs and eligibility of displacees by conducting a personal interview with each.
2. Calculate Monetary Entitlements. Such calculations shall be established by the Contractor's field agent working with the displacee. Inform the displacee in writing of the calculated entitlements and the specific comparable replacement property used in the calculation of replacement housing benefits. Two (2) bids are required for commercial moves. Contractor will solicit bids and accompany bidders on the appointment. Bids/estimates must be guaranteed for at least ninety (90) days. Self moves are to be in accordance with the FHWA Fixed Moving Cost Schedule.
3. Issue Notices. Issue to displacees Notices to Vacate according to the needs of the project. These Notices should be for a minimum of ninety (90) days and not given before the displacee has received a written statement of benefits and offer of replacement housing. Issue other notices as appropriate: i.e., Notice of Intent to Acquire, Notice of Eligibility.
4. Inspection of Replacement Housing. Inspect replacement housing to assure that it meets applicable decent, safe and sanitary (DS&S) standards.
5. Owner/Tenant Counseling. Minimize hardship to persons by providing counseling, information as to other sources of assistance, methods of claiming relocation benefits and such other help as may be appropriate.
6. Report. Maintain by parcel, current and detailed contact reports. Document all actions relating to the parcel inclusive of dates, places, and names. Contact reports will be typed when package is submitted for payment.
7. Relocation Package Submissions. Submit packages for payment of benefits, along with all supporting documentation, to BLM's contracting official for review and processing.
8. Appeals Review. Review all level appeals for validity before request forms are forwarded to BLM. Contractor will make available to BLM all information pertaining to the matter under appeal and shall be present at the appeal hearing.
9. Testimony. Attend and testify at administrative appeal hearing upon BLM's request.

Task Order - Relocation Services - continued

10. Availability of Vendor. Vendor shall be available locally, upon BLM's request, while any eligible claim is pending to provide additional input. Eligibility period is eighteen (18) months from established claim date.
11. Other Related Services. All Property Management services will be performed by BLM unless otherwise noted.
 - a. Refer to BLM for concurrence, any requests by the property owner to salvage any items.
 - b. Payment by the property owner for salvaged items shall be a reduction in the purchase price unless otherwise notified by BLM.
 - c. Advise the BLM as early as possible in the negotiation process as to whether the property or properties to be acquired are occupied.
 - d. Advise BLM when an occupied property is to be vacated and will, when applicable, supply to BLM any keys to buildings acquired as soon as practical along with the vacate notice.
 - e. Perform miscellaneous services, including but not limited to regulatory research, relocation surveys and real estate functions, as may be required in connection with the BLM's acquisition of real property.
12. Reporting Requirements. Vendor will be required to submit monthly narrative progress reports. This report shall be submitted by the fifth of each month showing project status as of the end of the previous month. This report will include, but not be limited to:
 - Summary of activities for the month
 - Status of each parcel

Schedule:

Vendor shall commence work immediately upon receipt of authorization to proceed. BLM anticipates title transfer before the end of December, 2000, and possibly as early as December 14, 2000. Vendor will be provided a site plan or map, county assessor's or recorder's parcel number, or legal description prior to commencing the work.

Task Order - Relocation Services - continued

EXHIBIT A
PROPERTY DESCRIPTION

La Paz County, Arizona

That portion of the Northeast Quarter (NE $\frac{1}{4}$); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 16, Township 11 North, Range 11 West of the Gila and Salt River Base and Meridian;

Except any portion thereof lying within Mohave County, Arizona.

Mohave County, Arizona

Parcel No. 1:

That portion of the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 16, Township 11 North, Range 11 West of the Gila and Salt River Base and Meridian, lying in Mohave County, Arizona.

Parcel No. 2:

That portion of the Northeast Quarter (NE $\frac{1}{4}$); the south Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 11 North, Range 11 West of the gila and Salt River Base and meridian, Lying in Mohave County, Arizona.

Occupant Needs Questionnaire

THE UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
OCCUPANT NEEDS QUESTIONNAIRE

1. Acquisition Project Name: _____ Project # _____
2. Displacee's Name: _____
3. Legal Description of Property: _____
4. Displacee's Telephone #: Residence: _____ Business: _____
5. Property Classification: Residential _____ Business _____ Farm Operation _____

RESIDENTIAL, COMPLETE THIS SECTION:

6. Head of Household (Name): _____ Age: ____ Sex: Male ____ Female ____
7. Name of Employer: _____
8. Address of Employer: _____
9. Distance to Place of Employment (One Way): ____ Mode of Travel to Place of Employment: _____
10. Number of Automobiles Owned: ____ Other Privately Owned Transportation: _____

11.

Other Family Members (Names)	Relationship to Household Head	Age	Gender	Employment or School Location	Mode of Travel	Distance

12. Type of Property: Single Family ____ Mobile Home ____ Multifamily ____
13. Total # of Rooms in Dwelling ____

Living	Dining	Kitchen	Utility	Family	Den	Recreation
# Bath:	# Bedrooms	Utility Buildings:				
Basement Type:	Full	Partial	None	Type of Structure:		
Garage Type:	Attached	Detached	1 Car	2 Car	None	Carport

14. Dwelling meets DSS (Decent, Safe, and Sanitary) requirements? ____ Yes ____ No
If not, list deficiencies: _____
15. Dwelling is occupant's principal and legal place of abode? ____ Yes ____ No
16. **If Mobile Home:**
 - a) Does occupant own mobile home? ____ Yes ____ No
 - b) Does occupant own mobile home site? ____ Yes ____ No
17. Date occupant first occupied this dwelling? _____
18. What is the amount of the monthly rent? _____
19. Are utilities included in the monthly rent? ____ Yes ____ No
20. If utilities are not included in the rent, how much per month are they? _____
21. Utilities provided by landlord: heat ____ electricity ____ water ____ garbage removal ____ other ____ none ____
22. What is the gross monthly income of the entire family? _____
(This includes salaries, Social Security benefits, child support, alimony, welfare, interest, and rents, except earnings of any dependent children.) If they will not provide this information, ask if it is:
< \$500 ____ \$500 ____ \$1000 ____ \$1500 ____ \$2000 ____ \$2500 ____ > \$2500 ____ per month

Occupant Needs Questionnaire - continued

- 23. Indebtedness: _____
- 24. Does Displacee think at this time that they want to: Purchase a home ___ Rent ___
What areas are they most interested in? _____
What type of property would they want? Acreage ___ If Yes, # of Acres ___ Lot ___
Single Family Residence ___ Duplex ___ Mobile Home ___ Apartment ___ Other ___
- 25. If prefer to purchase replacement, show desired price range: \$ _____ to \$ _____
Amount of down payment able to pay \$ _____. If prefer to rent show acceptable rental fee: \$ _____

NONRESIDENTIAL (BUSINESS), COMPLETE THIS SECTION

- 26. Type of business: _____ Name of business: _____ # of employees: _____
- 27. How long has business been in existence? _____ under present ownership? _____ at present location _____
- 28. Desires to relocate and continue business? Yes ___ No ___
- 29. Preferred location of replacement site: _____
- 30. Briefly describe replacement needs: (site, signs, improvements, building size, etc.) _____

NONRESIDENTIAL (FARM), COMPLETE THIS SECTION

- 31. Type of existing farm operation: _____ Acres involved: _____
- 32. How long has farm been in existence? _____ under present ownership? _____ at present location? _____
- 33. Desires to relocate and continue farm? Yes ___ No ___
- 34. Briefly describe replacement needs: (site, improvements, etc.) _____

ALL DISPLACEES

- 35. Does displacee desire assistance in locating replacement property? Yes ___ No ___ Offer made to: _____
- 36. Was brochure, "Your Rights and Benefits as a Displaced Person," delivered to displacee: Yes ___ No ___
- 37. Was relocation program explained? Yes ___ No ___
- 38. Was displacee specifically advised not to vacate the subject property prior to the initiation of negotiations without first contacting the Bureau? Yes ___ No ___ If no, explain why not: _____
- 39. Comments: (specifically discuss any special and/or unusual relocation service or housing needs created by the displacee's age, physical handicaps, financial problems, etc.) _____

If none, check this space ___.

Date of interview: _____ Where conducted: _____

Conducted by: _____
Employee's Signature

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Illustration 4 (II.H.2.)

Notice of Relocation Eligibility

U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
(District Office Letterhead)

In reply refer to:
2100 (Code)

Mr. Joe Day
1234 Main Street
Your City, U.S.A. 00000

Dear Mr. Day:

The Bureau of Land Management has completed an Acquisition Plan and it has been determined that you, as a tenant-occupant for at least 90 consecutive days prior to the initiation of negotiations on this tract, are eligible for relocation assistance payments provided that you relocate and occupy a decent, safe and sanitary dwelling within a one year period.

These relocation assistance payments, made after your move, include:

- A. Actual reasonable expenses for moving personal property, accomplished by a commercial mover and supported by receipted bills, or scheduled moving costs of \$_____.
- B. A maximum rental replacement housing payment of \$_____, provided that you rent a dwelling with a monthly rent and utility cost of \$_____, or more. Should you select a dwelling with rent and utility costs for less than \$_____ a month, the payment is reduced proportionately. You may rent a dwelling with rent and utility costs in excess of \$_____; however, the maximum rental replacement housing payment will remain at the computed figure;
- or
- C. A replacement housing Down Payment in the amount indicated above as your rental replacement housing payment. If the amount of the required Down Payment is greater than the rental replacement housing payment, that amount will be paid, not to exceed \$5,250.00. The "required Down Payment" means the Down Payment ordinarily required to obtain conventional loan financing for the decent, safe and sanitary dwelling you actually purchase. The full amount of the Down Payment must be applied to the purchase price of the dwelling and related incidental expenses.

The housing payment, which was described earlier, was based on a property for rent at \$_____ located at (address) which was available on (date).

In addition to the above described monetary benefits, the Realty Specialist presenting this letter to you is offering his services to assist you in locating or obtaining replacement housing. If you wish to accept this assistance, please contact the Realty Specialist by writing to the address shown on this letter or by phone at 503-280-7000.

The Realty Specialist presenting this letter to you will provide an explanation of the above and answer any questions you may have concerning relocation assistance.

Sincerely,

I. M. Lands
District Manager

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Chapter IX - Relocation

Illustration 5 (II.H.3.)

Ninety-Day Notice

U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
(District Office Letterhead)

In reply refer to:
2100 (code)

Mr. Joe Day
1234 Top of the Mountain Road
Your City, Oregon 97000

Dear Mr. Day:

This notice is to officially inform you in accordance with applicable state and federal statutes, and implementing regulations, title to the property that you now occupy passed to the Bureau of Land Management on (date). As you have been made aware through previous contacts and notice already given to you, it will soon be necessary for you to vacate the property. This notice is to formally advise you that you may continue to remain on the property for 90 more days; however, after that it will be necessary for you to vacate and surrender the premises. This means that you must be off the property by (date). We thank you for your cooperation in this matter. We offer our continued assistance in your relocation and urge you to investigate the suitability of the replacement properties listed below.

If you have any questions please contact (Realty Specialist) at 503-280-7000.

Sincerely,

I. M. Lands
District Manager

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Chapter IX - Relocation Assistance

Illustration 6 (II.H.3.)

Ninety-Day Combination Notice

U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
(District Office Letterhead)

In reply refer to:
2100 (code)

Mr. Joe Day
1234 Top of the Mountain Road
Your City, Oregon 97000

Dear Mr. Day:

The Bureau of Land Management plans to acquire the property you now occupy.

The Uniform Relocation Assistance and Land Acquisition Policies Act of 1970, as amended, provides a comprehensive relocation assistance program for those that are displaced by a federal project. Procedures have been established by the U.S. Department of the Interior, Bureau of Land Management, to provide you with the most efficient service to relocate and advise you relating to moving costs, supplemental payments and other benefits to which you may be entitled.

This letter is also to advise you that you will not be required to vacate the property for at least ninety (90) days from the above date.

If you still occupy the property thirty (30) days prior to the date the BLM will acquire possession, you will be given a written notice specifying the date the property must be vacated.

Should you have any questions concerning the Bureau's procedures, please contact the Realty Specialist located at the address shown on this letter and telephone number 503-280-7000.

Sincerely,

I. M. Lands
District Manager

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Chapter IX - Relocation Assistance

Illustration 7 (II.H.3.)

Thirty Day Combination Notice

U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
(District Office Letterhead)

In reply refer to:
2100 (Code)

Mr. Joe Day
1234 Top of the Mountain Road
Your City, Oregon 97000

Dear Mr. Day:

Reference is made to our letter of (date) , advising that you would be given a written notice specifying the date the Bureau of Land Management will acquire the property you occupy.

Accordingly, you are hereby notified to vacate the property on or before (date) .

Please be assured that the Bureau of Land Management will continue to offer all appropriate relocation assistance.

Sincerely,

I. M. Lands
District Manager

Real Estate Information Reporting Requirements - IRS



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Office of
CHIEF COUNSEL

JAN - 8 1993

Mr. Steven E. Wermcrantz
Chief Counsel
Federal Highway Administration
400 Seventh St., S.E.
Washington, D.C. 20590

Dear Mr. Wermcrantz:

This reply is in response to your letter (HCC-31) to Mr. Abraham Shashy, Chief Counsel of the Internal Revenue Service, concerning relocation payments. In your letter, you request clarification of the real estate information reporting requirements under section 6045(e) of the Internal Revenue Code as applied to relocation payments made under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601 et seq., ("Relocation Act").

The Relocation Act authorizes selected governmental agencies to pay certain relocation expenses. These amounts are paid to assist persons that are forced to move from their dwellings by Federal or federally assisted projects. These amounts may be paid to displaced owners of condemned real property as well as to tenants and other displaced persons who do not have an ownership interest in the condemned real estate. Claims for relocation payments must be supported by documentation such as bills, certified prices, appraisals, or other evidence of such expenses. 49 C.F.R. § 24.207(a) (1991). Section 4636 of the Relocation Act provides that relocation payments are not considered income for purposes of the Internal Revenue Code.

Section 6045 of Code and related regulations require information reporting with respect to real estate transactions. A transaction is a 'real estate transaction' if the transaction consists in whole or in part of the sale or exchange of reportable real estate. This includes condemnation of real property.

Real estate subject to reporting includes any present or future ownership interest in any land, building, condominium unit as well as perpetual easements. In addition, it includes any previously created rights to possession or use for all or a portion of any particular year (i.e., a leasehold, easement, or 'timeshare'), with a remaining term of at least 30 years.

Real Estate Information Reporting Requirements - IRS - continued

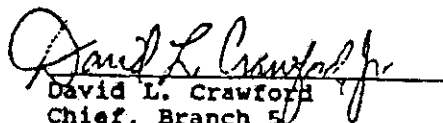
Mr. Steven E. Wermcrantz
Chief Counsel
Federal Highway Administration
Page 2

Among the information that must be reported is the amount of gross proceeds from the real estate transaction. The regulations define gross proceeds as the total cash received or to be received by or on behalf of the transferor in connection with the real estate transaction. Further, if a reportable transaction involves other assets in addition to real estate, the amount attributable to both the real estate and other assets is treated as the gross proceeds from that transaction. No allocation of gross proceeds is made among the assets.

While payments under the Relocation Act would not be made in most instances except for the presence of a reportable real estate transaction, we do not believe such payments are made "in connection with" the real estate transaction within the meaning of the regulations under section 6045(e) of the Code. Rather, we consider the relocation with respect to which that payments are made to be separate and distinct from the real estate transaction. - Thus, payments under the Relocation Act are not subject to the real estate information reporting requirements.

We hope that this information will be helpful to you. If we can be of further assistance in this matter please call John Moriarty at (202) 622-4950.

Sincerely yours,


David L. Crawford
Chief, Branch 5
Income Tax and Accounting

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Chapter IX - Relocation Assistance

Illustration 9 (II.J.1.)

Residential Moving Expense & Dislocation Allowance Payment Schedule

Uniform Relocation Assistance and Real Property Acquisition Policies Act. Residential Moving Expense and Dislocation Allowance Payment Schedule											
State	Occupant owns furniture (1) and (2)									Occupant does not own furniture (3)	
	Number of rooms of furniture								Each add. Room	First room	Each add. Room
	1	2	3	4	5	6	7	8			
Alabama	250	400	550	650	750	850	950	1050	100	225	40
Alaska	525	750	975	1200	1400	1575	1750	1925	150	350	50
American Samoa	250	350	450	550	625	700	775	850	75	200	25
Arizona	500	600	700	800	900	1000	1100	1200	100	300	50
Arkansas	250	350	450	550	625	700	775	850	75	200	25
California	500	650	800	950	1150	1350	1550	1750	175	325	50
Colorado	250	400	550	650	750	850	950	1050	100	225	35
Connecticut	250	400	550	650	750	850	950	1050	100	225	35
Delaware	250	400	550	650	750	850	950	1050	100	225	35
DC	250	400	550	650	750	850	950	1050	100	225	35
Florida	450	600	775	950	1075	1200	1325	1450	125	300	50
Georgia	450	650	850	1000	1200	1350	1500	1600	125	250	35
Guam	250	350	450	550	625	700	775	850	75	200	25
Hawaii	400	550	750	900	1000	1150	1300	1400	100	300	50
Idaho	250	350	450	550	625	700	775	850	75	200	25
Illinois	250	400	550	650	750	850	950	1050	100	225	35
Indiana	250	400	550	650	750	850	950	1050	100	225	35
Iowa	300	450	600	750	900	1050	1200	1350	100	250	25
Kansas	250	400	550	650	750	850	950	1050	100	225	35
Kentucky	400	550	700	850	1000	1150	1300	1450	150	300	50
Louisiana	250	350	450	550	625	700	775	850	75	200	25
Louisiana	250	350	450	550	625	700	775	850	75	200	25
Maine	350	450	550	650	725	800	875	950	75	200	25
Maryland	350	500	650	800	925	1050	1175	1300	100	225	35
Massachusetts	250	400	550	650	750	850	950	1050	100	225	35
Michigan	300	475	650	700	825	925	1050	1150	100	275	40
Minnesota	250	400	550	650	750	850	950	1050	100	225	35
Mississippi	400	500	600	700	800	900	1000	1100	100	300	50
Mississippi	300	400	500	600	700	800	900	1000	100	200	25
Missouri	300	400	500	600	700	800	900	1000	100	200	25
Missouri	300	400	500	600	700	800	900	1000	100	200	25
Montana	325	450	575	725	825	900	1000	1100	100	250	35
Nebraska	300	420	540	660	750	840	930	1020	90	240	30
Nevada	360	540	720	900	1080	1260	1440	1620	180	300	60
Nevada	360	540	720	900	1080	1260	1440	1620	180	300	60
New Hampshire	250	350	450	550	625	700	775	850	75	200	25
New Hampshire	250	350	450	550	625	700	775	850	75	200	25
New Jersey	250	400	550	650	750	850	950	1050	100	225	35
New Jersey	250	400	550	650	750	850	950	1050	100	225	35
New Mexico	250	400	550	650	750	850	950	1050	100	225	35
New Mexico	250	400	550	650	750	850	950	1050	100	225	35
New York	350	500	650	750	850	950	1050	1150	100	300	100
New York	350	500	650	750	850	950	1050	1150	100	300	100
North Carolina	250	400	550	650	750	850	950	1050	100	225	35
North Carolina	250	400	550	650	750	850	950	1050	100	225	35
North Dakota	300	425	550	650	750	850	925	1025	100	250	35
North Dakota	300	425	550	650	750	850	925	1025	100	250	35
N. Mariana Is.	250	350	450	550	625	700	775	850	75	200	25
N. Mariana Is.	250	350	450	550	625	700	775	850	75	200	25
Ohio	250	400	550	650	750	850	950	1050	100	225	35
Ohio	250	400	550	650	750	850	950	1050	100	225	35
Oklahoma	350	500	650	800	925	1050	1175	1300	100	250	35
Oklahoma	350	500	650	800	925	1050	1175	1300	100	250	35
Oregon	300	500	700	825	950	1075	1200	1325	125	275	40
Oregon	300	500	700	825	950	1075	1200	1325	125	275	40
Pennsylvania	250	400	550	650	750	850	950	1050	100	225	35
Pennsylvania	250	400	550	650	750	850	950	1050	100	225	35
Puerto Rico	250	350	450	550	625	700	775	850	75	200	25
Puerto Rico	250	350	450	550	625	700	775	850	75	200	25
Rhode Island	400	500	600	700	800	900	1000	1100	100	300	25
Rhode Island	400	500	600	700	800	900	1000	1100	100	300	25
South Carolina	500	575	775	900	1075	1225	1350	1500	150	350	50
South Carolina	500	575	775	900	1075	1225	1350	1500	150	350	50
South Dakota	350	500	650	800	900	1000	1100	1200	100	300	40
South Dakota	350	500	650	800	900	1000	1100	1200	100	300	40
Tennessee	250	350	450	550	625	700	775	850	75	200	25
Tennessee	250	350	450	550	625	700	775	850	75	200	25
Texas	250	350	450	550	625	700	775	850	75	200	25
Texas	250	350	450	550	625	700	775	850	75	200	25
Utah	250	350	450	550	625	700	775	850	75	200	25
Utah	250	350	450	550	625	700	775	850	75	200	25
Vermont	250	350	450	550	625	700	775	850	75	200	25
Vermont	250	350	450	550	625	700	775	850	75	200	25
Virgin Islands	250	350	450	550	625	700	775	850	75	200	25
Virgin Islands	250	350	450	550	625	700	775	850	75	200	25
Virginia	300	500	600	700	800	900	1000	1100	100	225	35
Virginia	300	500	600	700	800	900	1000	1100	100	225	35
Washington	450	600	750	900	1050	1200	1350	1500	150	300	50
Washington	450	600	750	900	1050	1200	1350	1500	150	300	50
West Virginia	250	400	550	650	750	850	950	1050	100	225	35
West Virginia	250	400	550	650	750	850	950	1050	100	225	35
Wisconsin	350	500	650	750	850	950	1050	1150	125	325	60
Wisconsin	350	500	650	750	850	950	1050	1150	125	325	60
Wyoming	250	350	450	550	625	700	775	850	75	200	25
Wyoming	250	350	450	550	625	700	775	850	75	200	25

Exceptions: See supplementary information.

(1) Person whose residential move is performed by agency, \$50.

(2) Move of a mobile home from site, actual cost, reasonable amount may be added for packing and securing personal property for the move at agency discretion.

(3) Occupant of dormitory, \$50.

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Illustration 10, Page 1 (II.J.1.)

DI-381, Claim for Relocation Payments - Residential

DEPARTMENT OF THE INTERIOR CLAIM FOR RELOCATION PAYMENTS - RESIDENTIAL <small>(Public Law 91-646, as amended)</small>		OMB APPROVAL NO. 1084-0010
AGENCY:	PROJECT/TRACT: ADDRESS:	
DATE OF INITIATION OF NEGOTIATIONS:		
SECTION I - TO BE COMPLETED BY CLAIMANT		
<p>INSTRUCTIONS: This form is for use in applying for payment of moving costs; homeowners replacement housing payment; rental replacement housing payment and down payment and incidental expenses. The representative will explain the differences between types of payments and, if you wish, will help you complete the forms. No payments will be made unless the forms are properly executed and received (42 USC 4622). If your claim is disapproved and/or adjusted from amounts claimed, you will be provided a written explanation for the reason and steps that you may take to have your claim reviewed, in accordance with regulations and procedures. NOTE: Actual expenses must be supported by receipts, vouchers, closing statements, or other documentation, or similar evidence remitted with the appropriate form.</p>		
1. NAME: MAILING ADDRESS: SOCIAL SECURITY NUMBER: TELEPHONE NUMBER: () ARE YOU A CITIZEN OF, OR LAWFULLY PRESENT, IN THE UNITED STATES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
2. DID YOU OCCUPY THE AGENCY ACQUIRED DWELLING? IF YES; PERMANENT <input type="checkbox"/> OR SEASONAL <input type="checkbox"/>		
3. WERE YOU A: HOMEOWNER OCCUPANT <input type="checkbox"/> OR: TENANT <input type="checkbox"/> OR: SLEEPING ROOM TENANT <input type="checkbox"/>		
4. DATE YOU PURCHASED THE AGENCY ACQUIRED DWELLING: 5. DATE YOU RENTED THE AGENCY ACQUIRED DWELLING: 6. DATE YOU MOVED INTO THE AGENCY ACQUIRED DWELLING: 7. DATE YOU MOVED FROM THE AGENCY ACQUIRED DWELLING: 8. WAS IT FURNISHED WITH YOUR OWN FURNITURE? 9. NUMBER OF ROOMS: (exclude <i>bathrooms, closets, hallways</i>) 10. IF ALL MEMBERS OF THE HOUSEHOLD HAVE NOT MOVED TOGETHER, LIST THEIR NAMES, ADDRESSES, RELATIONSHIP, AND AGE: 11. ADDRESS OF REPLACEMENT DWELLING: (<i>To which you moved</i>) 12. DATE YOU PURCHASED THE REPLACEMENT DWELLING: 13. DATE YOU RENTED THE REPLACEMENT DWELLING: 14. DATE YOU MOVED INTO THE REPLACEMENT DWELLING:		

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DI-381, Claim for Relocation Payments - Residential - continued

DI-381 (12-99)

15. CLAIM:	AMOUNT	FOR AGENCY USE ONLY
MOVING COSTS <i>(Attach completed Schedule A)</i>	\$ _____	\$ _____
REPLACEMENT HOUSING PAYMENT; HOMEOWNERS <i>(Attach completed Schedule B)</i>	\$ _____	\$ _____
RENTAL REPLACEMENT HOUSING PAYMENT <i>(Attach completed Schedule C)</i>	\$ _____	\$ _____
DOWN PAYMENT AND INCIDENTAL EXPENSES <i>(Attach completed Schedule D)</i>	\$ _____	\$ _____

16. **CERTIFICATION:** I (We) CERTIFY under the penalties and provisions of U.S.C. Title 18, Sections 286, 287, 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (We) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim; and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) further certify that my (our) choice of type of payment was made on the basis of a full explanation by the displacing agency representative of the differences between the types of payments available.

SIGNATURE: _____ SIGNATURE: _____
DATE: _____ DATE: _____

PRIVACY ACT STATEMENT: 42 U.S.C. 4601 et seq. authorizes collection of this information. The primary use of the information is to determine whether the claimant is eligible for and entitled to relocation benefits. Furnishing the information is required in order to process your claim. The information may also be provided to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting a violation of law; to the Department of Justice when relevant to litigation or anticipated litigation.

PAPERWORK REDUCTION ACT STATEMENT: This information is being collected in order to assess claims for relocation expenses. completion of this form, including gathering of needed information, is estimated to take 23 minutes. Public comments on this estimate or suggestions for reducing this information collection burden should be directed to the Office of Acquisition and Property Management, U.S. Department of the Interior, MS 5512-MIB, Washington, DC 20240. Submission of this form is necessary to obtain a government benefit. A federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies... or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both."

SECTION II - TO BE COMPLETED BY AGENCY

CERTIFICATION BY DISPLACING AGENCY: *I certify that the above named claimant's replacement dwelling located at _____, in the County of _____, and State of _____, was inspected on _____ by _____, and was determined to be decent, safe, and sanitary.*

SIGNATURE

INSPECTING OFFICIAL'S NAME AND TITLE

REMARKS:

Schedule A, Payment for Moving Costs - Residential

SCHEDULE A PAYMENT OF MOVING COSTS - RESIDENTIAL (Under Sec. 202, P.L.91-646, as amended)			
SECTION I - TO BE COMPLETED BY CLAIMANT			
1. NAME:		2. PROJECT/TRACT:	
3. TYPE OF PAYMENT CLAIMED	FIXED PAYMENT <input type="checkbox"/>	REIMBURSEMENT FOR ACTUAL EXPENSE (Complete item 4 including storage costs if applicable) <input type="checkbox"/>	SUPPLEMENTARY CLAIM FOR REIMBURSEMENT OF STORAGE COSTS (Complete item 5) <input type="checkbox"/>
	\$ _____		
4. ACTUAL MOVING EXPENSES (See reverse for <i>allowable/nonallowable</i>)			
MOVING COST	ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
		\$ _____	\$ _____
	TRANSPORTATION COSTS-FAMILIES AND INDIVIDUALS (if any)	\$ _____	\$ _____
	COST OF INSURANCE COVERING MOVE AND/OR STORAGE	\$ _____	\$ _____
	STORAGE COSTS (Complete item 5)	\$ _____	\$ _____
	OTHER (Explain on reverse under remarks)	\$ _____	\$ _____
	TOTAL AMOUNT OF CLAIM	\$ _____	\$ _____
	AMOUNT OF ADVANCE PAYMENT(S) RECEIVED (if any)		
	TOTAL AMOUNT (less advance, if any)		
5. CLAIM FOR STORAGE COSTS: (Complete only if personal property was moved to or from storage)			
TYPE OF CLAIM:	INITIAL <input type="checkbox"/>	SUPPLEMENTARY <input type="checkbox"/>	FINAL <input type="checkbox"/>
			DATE PROPERTY WAS MOVED: TO STORAGE: _____ FROM STORAGE: _____
STORAGE PERIOD:	# OF MONTHS _____	ARE THE NUMBER OF MONTHS ACTUAL <input type="checkbox"/>	OR: ESTIMATED <input type="checkbox"/>
STORAGE COSTS:	TOTAL COST INCURRED	AMOUNT PREVIOUSLY RECEIVED	= TOTAL AMOUNT
	\$ _____	\$ _____	\$ _____
6. METHOD OF PAYMENT: (Check one)			
_____ I (We) request the fixed payment.			
_____ I (We) have paid the moving costs itemized above and, therefore, request reimbursement.			
_____ I (We) have not paid the moving costs itemized above and, therefore, request payment be made directly to the mover and/or storage company or other contractors, in accordance with arrangements made in advance, and with my (our) consent, between the agency and the mover and/or storage company or other contractors.			
_____ I (We) hereby request and authorize the moving costs to be incurred, be paid directly to the mover and/or storage company or other contractors, in accordance with arrangements made at this time, and with my (our) consent, between the agency and the mover and/or storage company or other contractors.			
7. SIGNATURE: _____		SIGNATURE: _____	
DATE: _____		DATE: _____	

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Schedule A, Payment for Moving Costs - Residential - continued

SECTION II - TO BE COMPLETED BY AGENCY				
MOVING EXPENSE:	\$			
ADVANCE RECEIVED:	\$			
TOTAL AMOUNT:	\$			
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE
RECOMMENDED:	_____	_____	_____	_____
APPROVED:	_____	_____	_____	_____
REMARKS:				
<p style="text-align: center;">ALLOWABLE MOVING EXPENSES</p> <ol style="list-style-type: none"> 1. Transportation of individuals, families, and personal property from the acquired site to the replacement site not to exceed 50 miles, except where the displacing agency determines that relocation beyond this 50 mile area is justified. 2. Packing and unpacking, crating and uncrating of personal property. 3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances, and other personal property. 4. Storage of personal property for a period not to exceed 12 months, unless the agency determines that a longer period is necessary. 5. Insurance for the replacement value of the property in connection with the move and necessary storage. 6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available. 			<p style="text-align: center;">NONALLOWABLE MOVING EXPENSES</p> <ol style="list-style-type: none"> 1. Cost of moving structures or other real property improvement in which the displaced person reserved ownership. 2. Interest on loan to cover moving expenses. 3. Additional expenses incurred because of living in a new location. 4. Personal injury. 5. Any legal fee or other cost for preparing a claim for relocation payment or for representing the claimant before the agency. 6. Expenses for searching for a replacement dwelling. 7. Physical changes to the real property at the replacement location. 	

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Illustration 12 (II.J.1.)

Schedule C, Claim for Rental Replacement Housing Payments - Residential

SCHEDULE C CLAIM OF RENTAL REPLACEMENT HOUSING PAYMENTS - RESIDENTIAL (Under Sec. 204(a), P.L.91-646, as amended)				
SECTION I- TO BE COMPLETED BY CLAIMANT				
1. NAME:	2. PROJECT/TRACT:			
3. WHAT WAS THE MONTHLY RENTAL RATE OF THE DWELLING YOU VACATED? \$ _____	4. CHECK THE UTILITIES THAT WERE INCLUDED IN YOUR RENT: <input type="checkbox"/> ELECTRIC <input type="checkbox"/> GAS <input type="checkbox"/> WATER <input type="checkbox"/> OTHER			
5. DID YOUR MONTHLY RENT EXCEED 30% OF YOUR AVERAGE MONTHLY INCOME? <input type="checkbox"/> YES <input type="checkbox"/> NO; IF YES; \$ _____ (optional) (average monthly income)				
6. WHAT IS THE MONTHLY RENTAL RATE FOR THE REPLACEMENT DWELLING? \$ _____	7. CHECK THE UTILITIES THAT ARE INCLUDED IN YOUR RENT: <input type="checkbox"/> ELECTRIC <input type="checkbox"/> GAS <input type="checkbox"/> WATER <input type="checkbox"/> OTHER			
8. REQUEST FOR PAYMENT:	LUMP SUM <input type="checkbox"/>	INSTALLMENT <input type="checkbox"/>	FREQUENCY _____	AMOUNT OF INSTALLMENT \$ _____
9. SIGNATURE: DATE:	SIGNATURE: DATE:			
SECTION II- TO BE COMPLETED BY AGENCY				
COMPUTATION OF AMOUNT OF PAYMENT				
BASE MONTHLY RENTAL OF COMPARABLE REPLACEMENT DWELLING:	\$ _____			
BASE MONTHLY RENTAL RATE OF REPLACEMENT DWELLING:	\$ _____			
BASE MONTHLY RENTAL RATE OF ACQUIRED DWELLING: (actual rent or 30 % of line 5, whichever is less)	\$ _____			
REPLACEMENT RENTAL COSTS: (The lesser of the difference between the comparable and acquired OR the replacement and acquired)	\$ _____			
AMOUNT DUE UNDER THIS CLAIM: (Replacement rental costs multiplied by 42)	\$ _____			
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE
RECOMMENDED:	_____	_____	_____	_____
APPROVED:	_____	_____	_____	_____
REMARKS:				

Schedule D, Down Payment and Incidental Expenses - Residential

SCHEDULE D DOWNPAYMENT AND INCIDENTAL EXPENSES - RESIDENTIAL (Under Sec. 204(b) P.L. 91-646, as amended)					
SECTION I - TO BE COMPLETED BY CLAIMANT					
1. NAME:			2. PROJECT/TRACT:		
3. PRICE PAID FOR REPLACEMENT DWELLING:			\$ _____		
4. DOWNPAYMENT ACTUALLY PAID FOR REPLACEMENT DWELLING:			\$ _____		
5. INCIDENTAL EXPENSES: <i>(Attach a copy of the closing statement and/or other documentation in support of the amounts claimed)</i>					
ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY	ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
LEGAL COSTS	\$ _____	_____	ESCROW FEE	\$ _____	_____
TITLE SEARCH FEE	\$ _____	_____	TRANSFER TAXES	\$ _____	_____
NOTARY FEE	\$ _____	_____	LOAN ORIGINATION OR ASSUMPTION FEES <i>(that do not represent prepaid interest)</i>	\$ _____	_____
SURVEY COSTS	\$ _____	_____	CERTIFICATION FEE	\$ _____	_____
RECORDING FEES	\$ _____	_____	COSTS OF POINTS FOR MORTGAGE	\$ _____	_____
LENDER'S APPLICATION FEE	\$ _____	_____	OTHER (list)	\$ _____	_____
LENDER'S APPRAISAL FEE	\$ _____	_____	\$ _____	_____
CREDIT REPORT FEE	\$ _____	_____	TOTAL	\$ _____	_____
6. RENTAL ASSISTANCE PAYMENT PREVIOUSLY RECEIVED: <i>(if any)</i>			\$ _____		
7. DOWNPAYMENT ADVANCED: <i>(if any)</i>			\$ _____		
8.					
SIGNATURE:			SIGNATURE:		
DATE:			DATE:		
9. REMARKS:					

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Schedule D, Down Payment and Incidental Expenses - Residential - continued

SECTION II - TO BE COMPLETED BY AGENCY				
COMPUTATION OF AMOUNT OF DOWNPAYMENT				
PRICE OF COMPARABLE DWELLING:	\$ _____	TOTAL DOWNPAYMENT: (The lesser of the difference between the downpayment for comparable plus incidental costs or the downpayment actually paid plus incidental costs)		
DOWNPAYMENT REQUIRED FOR CONVENTIONAL MORTGAGE ON COMPARABLE DWELLING:	\$ _____	\$ _____		
PRICE PAID FOR REPLACEMENT DWELLING:	\$ _____	RENTAL ASSISTANCE PREVIOUSLY RECEIVED: \$ _____		
DOWNPAYMENT ACTUALLY PAID ON REPLACEMENT DWELLING:	\$ _____	DOWNPAYMENT ADVANCED: \$ _____		
INCIDENTAL COSTS:	\$ _____	TOTAL AMOUNT DUE: \$ _____		
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE
RECOMMENDED:	_____	_____	_____	_____
APPROVED:	_____	_____	_____	_____

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Illustration 14, Page 1 (II.J.1.)

DI-382, Claim for Relocation Payments - Nonresidential

DEPARTMENT OF THE INTERIOR CLAIM FOR RELOCATION PAYMENTS - NONRESIDENTIAL (Public Law 91-646, as amended)		OMB APPROVAL NO. 1084-0010
AGENCY:	PROJECT/TRACT: ADDRESS:	
DATE OF INITIATION OF NEGOTIATIONS:		
SECTION I - TO BE COMPLETED BY CLAIMANT		
<p>INSTRUCTIONS: This form is for use in applying for payment of moving, storage, actual direct loss of property, search, and reestablishment expenses or a payment in lieu of these expenses. The representative will explain the differences between types of payments and, if you wish, will help you complete the forms. No payments will be made unless the forms are properly executed and received (42 USC 4622). If your claim is disapproved and/or adjusted from the amounts claimed you will be provided a written explanation for the reason and steps that you may take to have your claim reviewed, in accordance with regulations and procedures. NOTE: Actual expenses must be supported by receipts, vouchers, closing statements or other documentation, or similar evidence remitted with the appropriate forms.</p>		
1. NAME: (claimant) MAILING ADDRESS: TAX ID NO. OR SOCIAL SECURITY NO.: TELEPHONE NUMBER: ()	2. NAME/TITLE: (person filing claim for claimant) MAILING ADDRESS: TELEPHONE NUMBER: ()	
3. TYPE OF CONCERN: BUSINESS <input type="checkbox"/> FARM OPERATION <input type="checkbox"/> NONPROFIT ORGANIZATION <input type="checkbox"/> 4. TYPE OF OWNERSHIP: SOLE PROPRIETORSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> NONPROFIT ORGANIZATION <input type="checkbox"/> ARE ALL OWNER(S) CITIZENS OR OTHERWISE LAWFULLY PRESENT IN THE UNITED STATES? YES <input type="checkbox"/> NO <input type="checkbox"/> 5. DATES YOU OCCUPIED THE PROPERTY: FROM _____ TO _____ 6. DID CONCERN DISCONTINUE OPERATION? _____ 7. DOES CONCERN PLAN TO REESTABLISH? _____ 8. DATE YOU OCCUPIED THE REPLACEMENT: _____ 9. ADDRESS OF REPLACEMENT: _____ 10. TYPE OF CLAIM: INITIAL <input type="checkbox"/> SUPPLEMENTARY <input type="checkbox"/> FINAL <input type="checkbox"/> 11. TYPE OF PAYMENT: ACTUAL <input type="checkbox"/> FIXED PAYMENT (complete item 13 on reverse) <input type="checkbox"/>		
12. CLAIM:	AMOUNT	FOR AGENCY USE ONLY
MOVING AND STORAGE EXPENSES <i>(Attach completed schedule A)</i>	\$	\$
ACTUAL DIRECT LOSSES OF PROPERTY <i>(Attach completed schedule B)</i>	\$	\$
REASONABLE SEARCH EXPENSES <i>(Attach completed schedule C)</i>	\$	\$
REESTABLISHMENT EXPENSES <i>(Attach completed schedule D)</i>	\$	\$
FIXED PAYMENT	\$	\$

DI-382 (12-99)

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DI-382, Claim for Relocation Payments - Nonresidential - continued

<p>13. FIXED PAYMENT IN LIEU OF ACTUAL EXPENSES:</p> <p><u>FOR BUSINESS OR FARM OPERATION</u> What were the annual net earnings, including compensation to owner, the owner's spouse and dependents, before Federal, State, and local income taxes for the two taxable years immediately prior to the taxable year of displacement. (Proof of net earnings shall be furnished through income tax returns, certified financial statements or other evidence.)</p> <p>TAX YEAR: _____ TAX YEAR: _____ AVERAGE NET EARNINGS: NET EARNINGS: AMOUNT \$ _____ \$ _____ \$ _____</p> <p>Name(s) used on income tax return(s) or other acceptable proof of income:</p> <p>Employer identification number(s) shown on tax return(s) (if tax returns used as proof of income):</p>	<p><u>FOR NONPROFIT ORGANIZATION</u> What were the annual gross revenues, less administrative expenses for the two 12-month periods prior to acquisition? (Certified financial statements or financial documents must be provided for any payment in excess of \$1000.)</p> <p>PERIOD: _____ PERIOD: _____</p> <p>AMOUNT AMOUNT AVERAGE \$ _____ \$ _____ \$ _____</p> <p>Is organization incorporated under applicable laws of a State as a nonprofit organization? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Is organization exempt from paying Federal income taxes under section 501 of the Internal Revenue Code (26 U.S.C. 501)? YES <input type="checkbox"/> NO <input type="checkbox"/></p>															
<p>14. NAME AND ADDRESS OF PERSONS(S) TO WHOM PAYMENTS ARE TO BE MADE:</p>																
<p>15. CERTIFICATION: I (We) CERTIFY under penalties and provisions of U.S.C. Title 18, Sections 286, 287, 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (We) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim; and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) further certify that my (our) choice of payment was made on the basis of a full explanation by the displacing agency representative of the differences between the types of payments available.</p> <p>SIGNATURE: _____ SIGNATURE: _____ (claimant or agent)</p> <p>DATE: _____ DATE: _____</p> <p>PRIVACY ACT STATEMENT: 42 U.S.C. 4601 et seq. authorizes collection of this information. The primary use of the information is to determine whether the claimant is eligible for and entitled to relocation benefits. Furnishing the information is required in order to process your claim. The information may also be provided to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting a violation of law; to the Department of Justice when relevant to litigation or anticipated litigation.</p> <p>PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both."</p>																
<p>SECTION II - TO BE COMPLETED BY AGENCY</p>																
<p>AMOUNT PREVIOUSLY PAID (if any) \$</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">PAYMENT</th> <th style="width:20%;">AMOUNT</th> <th style="width:20%;">SIGNATURE</th> <th style="width:20%;">TITLE</th> <th style="width:20%;">DATE</th> </tr> </thead> <tbody> <tr> <td>RECOMMENDED:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>APPROVED:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE	RECOMMENDED:	_____	_____	_____	_____	APPROVED:	_____	_____	_____	_____
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE												
RECOMMENDED:	_____	_____	_____	_____												
APPROVED:	_____	_____	_____	_____												

Schedule A, Moving and Related Costs - Nonresidential

SCHEDULE A MOVING AND RELATED COSTS - NONRESIDENTIAL (Under Sec. 202, P.L.91-646, as amended)			
1. NAME:	2. PROJECT/TRACT:		
3. TYPE OF MOVE: SELF <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> SELF AND COMMERCIAL <input type="checkbox"/>			
4. MOVING COSTS: (See reverse for allowable/nonallowable expenses)			FOR AGENCY USE ONLY
ITEM	CONTRACTOR/ADDRESS/PHONE NUMBER	AMOUNT CLAIMED	
MOVING		\$	\$
ELECTRICAL:		\$	\$
MECHANICAL:		\$	\$
PLUMBING:		\$	\$
CARPENTRY:		\$	\$
OTHER: (list)		\$	\$
_____		\$	\$
_____		\$	\$
_____		\$	\$
_____		\$	\$
TOTAL		\$	\$
5. STORAGE COSTS:			
TYPE OF CLAIM: INITIAL <input type="checkbox"/> SUPPLEMENTARY <input type="checkbox"/> FINAL <input type="checkbox"/>			
NAME AND ADDRESS OF STORAGE COMPANY:			
STORAGE PERIOD: NUMBER OF MONTHS _____, ARE THE NUMBER OF MONTHS ACTUAL <input type="checkbox"/> OR ESTIMATED <input type="checkbox"/>			
DATE PROPERTY WAS MOVED: TO STORAGE _____; FROM STORAGE _____			
STORAGE COSTS: \$ _____			
DESCRIPTION OF PROPERTY STORED: (List each major item separately or attach a Bill of Lading from the moving company showing the items stored.)			

Schedule A, Moving and Related Costs - Nonresidential - continued

6. REMARKS:				
7. SIGNATURE: DATE:		SIGNATURE: DATE:		
SECTION II- TO BE COMPLETED BY AGENCY				
MOVING ESTIMATE OBTAINED BY THE AGENCY:	\$	_____		
MOVING COSTS:	\$	_____		
STORAGE COSTS:	\$	_____		
ADVANCE RECEIVED (if any):	\$	_____		
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE
RECOMMENDED:	_____	_____	_____	_____
APPROVED:	_____	-	_____	_____
<u>ALLOWABLE MOVING EXPENSES</u>		<u>NONALLOWABLE MOVING EXPENSES</u>		
<ol style="list-style-type: none"> 1. Transportation of personal property not to exceed 50 miles except where the Agency determines that relocation beyond the 50-mile area is justified. 2. Packing, crating, unpacking and uncrating personal property. 3. Disconnecting, dismantling, removing, reassembling and reinstalling relocated machinery, equipment and other personal property, including substitute personal property. 4. Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary. 5. Insurance for the replacement value of the personal property in connection with the move and necessary storage. 6. Any license, permit, or certification required of the displaced person at the replacement location. 7. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his agent or employee) where insurance covering such loss, theft, or damage is not readily available. 8. Professional services necessary for planning, moving and installing relocated personal property at the replacement location. 9. Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move. 	<ol style="list-style-type: none"> 1. Cost of moving any structures or other real property improvement in which the displaced person reserved ownership. 2. Interest on loan to cover moving expenses. 3. Loss of goodwill. 4. Loss of profits. 5. Loss of trained employees. 6. Additional operating expenses incurred because of operating in a new location except as specifically provided for. 7. Personal injury. 8. Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Agency. 9. Physical changes to the real property at the replacement location except as specifically provided for. 10. Costs for storage of personal property on real property already owned or leased by the displaced person. 			

Schedule B, Direct Loss of Personal Property - Nonresidential

SCHEDULE B						
DIRECT LOSS OF PERSONAL PROPERTY - NONRESIDENTIAL						
(Under sec. 202, P.L. 91-646, as amended)						
SECTION I - TO BE COMPLETED BY CLAIMANT						
1. NAME:			2. PROJECT/TRACT:			
3. TANGIBLE PERSONAL PROPERTY:						
ITEM <i>(list)</i>	FAIR MARKET VALUE FOR CONTINUED USE AT PRESENT LOCATION	(-)	NET PROCEEDS FROM SALE	(=)	VALUE NOT RECOVERED BY SALE	FOR AGENCY USE ONLY
1.	\$		\$		\$	\$
2.	\$		\$		\$	\$
3.	\$		\$		\$	\$
4.	\$		\$		\$	\$
5.	\$		\$		\$	\$
6.	\$		\$		\$	\$
7.	\$		\$		\$	\$
8.	\$		\$		\$	\$
COST OF SALE:					\$	\$
TOTAL:					\$	\$
4. REMARKS: <i>(Use other side if necessary)</i>						
5. RELEASE: I <i>(We)</i> hereby release to the displacing agency ownership and title to all personal property remaining on the acquired site, for which the claimant has received or will receive a payment for direct loss of property.						
SIGNATURE:			SIGNATURE:			
DATE:			DATE:			
SECTION II - TO BE COMPLETED BY AGENCY						
TOTAL COSTS					\$	_____
ESTIMATED COSTS OF MOVING PROPERTY					\$	_____
PAYMENT	AMOUNT		SIGNATURE		TITLE	DATE
RECOMMENDED:	_____		_____		_____	_____
APPROVED:	_____		_____		_____	_____

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Chapter IX - Relocation Assistance

Illustration 17 (II.J.2.)

Schedule C, Search Expenses - Nonresidential

SCHEDULE C SEARCH EXPENSES - NONRESIDENTIAL (Under Sec. 202, P.L. 91-646, as amended)				
SECTION I- TO BE COMPLETED BY CLAIMANT				
1. NAME:		2. PROJECT/TRACT:		
3. ACTUAL EXPENSES:	AMOUNT CLAIMED	FOR AGENCY USE ONLY		
SEARCHING TIME _____ (hours) at _____ (rate)	\$	\$		
TRANSPORTATION _____ (miles) at _____ (rate)	\$	\$		
LODGING _____ (Nights) at _____ (rate)	\$	\$		
COST OF MEALS	\$	\$		
FEEs PAID TO REAL ESTATE AGENTS OR BROKERS (excluding commissions) .	\$	\$		
OTHER (list)	\$	\$		
.....	\$	\$		
TOTAL	\$	\$		
4. REMARKS:				
5. SIGNATURE: _____		SIGNATURE: _____		
DATE: _____		DATE: _____		
SECTION II- TO BE COMPLETED BY AGENCY				
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE
RECOMMENDED:	_____	_____	_____	_____
APPROVED:	_____	_____	_____	_____

Schedule D, Reestablishment Expenses - Nonresidential

SCHEDULE D REESTABLISHMENT EXPENSES - NONRESIDENTIAL (Under Sec. 202, P.L. 91-646, as amended)		
SECTION I- TO BE COMPLETED BY CLAIMANT		
1. NAME:	2. PROJECT/TRACT:	
3. REESTABLISHMENT EXPENSES: (See reverse for allowable/nonallowable expenses) ITEM <i>(list)</i>	AMOUNT CLAIMED	FOR AGENCY USE ONLY
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
11.	\$	\$
12.	\$	\$
13.	\$	\$
14.	\$	\$
TOTAL	\$	\$
4. REMARKS:		
5.		
SIGNATURE: _____	SIGNATURE: _____	
DATE: _____	DATE: _____	

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Schedule D, Reestablishment Expenses - Nonresidential - continued

SECTION II- TO BE COMPLETED BY AGENCY					
REESTABLISHMENT EXPENSES	\$	_____			
ADVANCE RECEIVED (if any)	\$	_____			
PAYMENT	AMOUNT	SIGNATURE	TITLE	DATE	
RECOMMENDED:	_____	_____	_____	_____	
APPROVED:	_____	_____	_____	_____	
REMARKS:					
REESTABLISHMENT EXPENSES CAN ONLY BE PAID TO A BUSINESS HAVING AT LEAST ONE BUT NOT MORE THAN 500 EMPLOYEES WORKING AT THE SITE ACQUIRED OR DISPLACED BY A PROGRAM OR PROJECT OR A FARM OR NONPROFIT ORGANIZATION.					
<u>ELIGIBLE EXPENSES</u>			<u>INELIGIBLE EXPENSES</u>		
1.	Repairs or improvements to the replacement property as required by Federal, State, or local law, code or ordinance		1.	Purchase of capitol assets, such as office furniture, filing cabinets, machinery, or trade fixtures.	
2.	Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.		2.	Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.	
3.	Construction and installation costs, not to exceed \$1,500 for exterior signing to advertise the business.		3.	Interior or exterior refurbishments at the site which are for aesthetic purposes, except as provided for.	
4.	Provision of utilities from right-of-way to improvement on site.		4.	Interest on money borrowed to make the move or purchase the replacement property.	
5.	Redecoration or replacement of soiled or worn surfaces, such as paint, paneling, or carpeting.		5.	Payment to a part time business in the home which does not contribute materially to the household income.	
6.	Licenses, fees and permits when not paid as part of moving expenses				
7.	Feasibility surveys, soil testing and marketing studies.				
8.	Advertisement of replacement location, not to exceed \$1,500.				
9.	Professional services in connection with the purchase or lease of site.				
10.	Estimated increased costs of operation during the first two years at the replacement site, not to exceed \$5,000, for such items as lease or rental charges, personal or real property taxes, insurance premiums and utility charges (excluding impact fees).				
11.	Impact fees or one-time assessments for anticipated heavy utility use.				

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Chapter X - Condemnation

I. **Condemnation Principles.** The Fifth Amendment to the Constitution of the United States states, in part, "No person shall ... be deprived of life, liberty or property, without due process of law; nor shall private property be taken for public use, without just compensation." Although Congress has delegated the power of eminent domain to agencies, the exercise of that power through the Executive Branch of Government is guided by certain principles and must follow prescribed procedures. Examples of when condemnation actions may be filed are:

A. **Permission Refused to Enter Private Property.** If a landowner or her/his representative will not allow entry on her/his property to perform surveys, appraisals, conduct studies for alternate routes or similar purposes, these rights can be acquired through condemnation. The interest acquired is usually a temporary right, and the term of the possession is the time required to do the work, usually one to three (1 to 3) years.

B. **Impasse in Negotiations.** An impasse is reached when the negotiator has exhausted all administrative remedies relating to the landowner's objections and the landowner still refuses to sign the deed.

C. **Multiple Ownership.** Occasionally multiple ownerships of the property makes it inevitable that purchase by negotiation will involve delay. Therefore, adequate lead time should be allowed to afford full opportunity to negotiate with all parties having a property interest. If it is impossible to locate all those having an interest in the property, condemnation may be instituted.

D. **Title Problems.** Condemnation proceedings may be the only practical solution when title or vesting problems cannot be resolved. Examples of such title problems are:

1. Fractional interests, mineral, undivided fee.
2. Owner or owners cannot be located.
3. Conflicting and/or uncertain easements or rights-of-way on property.
4. Boundary problems.
5. Community property questions.
6. Taxes, assessments, and judgment liens.
7. Unprobated estates.
8. Unreleased deeds of trust.
9. Any other encumbrance that would restrict rights being acquired.

E. **Incompetency.** There are occasions when a person is incompetent and cannot legally convey. If condemnation is used to resolve this problem, the court can and will appoint a guardian for an incompetent for the purpose of completing the case. For purposes of conveying legal title, minors are considered to be incompetent.

F. Emergency Situations and Immediate Possession. Occasionally catastrophic events such as floods, fire, windstorms, etc. occur requiring that an emergency action be taken. In such situations, condemnation proceedings may be instituted without a showing that substantial negotiations have taken place. However, some negotiations are required and an offer of just compensation made. If the landowner refuses to grant the rights needed, and immediate possession is needed, state that a Declaration of Taking is desired. This request must be supported in the Statement of Necessity by a reasonably detailed explanation of the need for immediate possession or the time frame within which possession is needed.

II. Preparation of Condemnation Case. The District/Field Manager is responsible for preparing the case file containing the following documents and forwarding the case file to the State Director requesting condemnation action. The suggested number of copies to be transmitted are shown on *Illustration 1*. These may vary by Regional Solicitor so check with your respective Solicitor's office.

A. Statement of Necessity. This must be a concise statement including such pertinent information as:

1. The reason for the acquisition should be clearly stated. Indicate the resource management functions being served. This statement should elaborate on these programs and their management needs to the extent that it is obvious why the acquisition is necessary and must be processed through the courts. As an example, if timber sale access is an immediate need, indicate the proposed sale date, volume of timber to be offered and a general discussion of the remaining timber in the area, and other related and unrelated future activities, if such factors contribute to and are pertinent to the access being required. A statement concerning timeframe is important to assist the U.S. Attorney with the order of possession.
2. For access acquisitions, state the approximate acreage and status of land to be served by the taking. The legal status of the public land should be indicated (for example: PD, O&C, or CBWR).
3. For access acquisitions, give a summary analysis of all alternate routes considered and why the selected route was chosen. This analysis must show evidence of thorough examination and accessibility of other routes, including any property rights already held by the United States. It must demonstrate that the access route is consistent with plans and is confined to as narrow a corridor as necessary. It is essential that this information be sufficient to satisfy the provisions of Section 205 of FLPMA.
4. For other types of acquisitions, state why the acquisition is necessary and the alternatives considered. Discuss how it relates to an approved Bureau plan. For example, if it is a fee acquisition in an area such as the King Range National Conservation Area, make quite plain why the acquisition is essential.

B. Schedule A. (See *Illustration 2*.)

1. Statement of Statutory Authority. This statement should contain:
 - a. The authority under which the Bureau is acquiring the land or interest therein.
 - b. The act appropriating funds for the acquisition.
 - c. Such other supporting acts as appropriate.

d. A statement of any conditions precedent to the acquisition imposed by applicable statute(s) and a certification that such conditions precedent have been satisfied. If there are no precedent-setting conditions, a statement to that effect must be made. Examples of conditions include requirements of consent of the State Legislature or approval by the Governor of the State or appropriate State agency. (See Manual Section 1785.)

e. A statement of every limitation on the acquisition imposed by applicable statute (s) and a certification that the acquisition will not exceed applicable limitations. If there are no limitations on acquisition, a statement to that effect should be made. Examples of limitations include availability of funding, limitations on the amount of acreage that can be acquired, the kind of estate that can be acquired, and the geographic boundaries within which the property can be acquired. (See *Illustration 2*).

2. Statement of Proposed Use.

a. Describe the proposed use, i.e., road, trail, interpretive site, scenic easement, etc.

b. If acquiring access to public lands, describe the needed right-of-way width sufficiently to assure that it has been confined to as narrow a corridor as is necessary.

c. Describe the primary use and secondary use if one exists and the possible impacts of BLM use.

C. Schedule B. (See *Illustration 3*.)

1. Written Description. The courts place a strict burden on the Government to describe precisely and accurately the land to be taken. If the proposed acquisition involves an easement with a designed centerline, a copy of the easement will satisfy this requirement. If the narrative centerline description is not included in the easement, type it on a separate sheet and label it "Schedule B." The acreage must be stated. In cases of entire tract (i.e., 20's, 40's, 80's) acquisitions or "right to enter," list the land ownership by subdivision, lot, tract, DLC, section, or metes and bounds by township, range, meridian, county, and State.

2. Estate or Interest to be Acquired. This is a statement which describes the interest to be acquired by the Bureau. If an easement is to be acquired, the language should describe the rights consistent with those negotiated in the easement form, together with what rights, if any, will remain in those having any ownership or interest in the land. If a fee simple estate is to be taken, all the rights in real property will be acquired except for those specifically excluded.

D. Schedule C. Plat.

1. The plat must be in multiples of letter size (8 ½" x 11") paper or be capable of being folded into letter size multiples. If the plat prepared for negotiated purchase agrees exactly with the written description, then the only change needed for condemnation is to label the plat "Schedule C" and delete the serial or tract number.

2. Include an "Engineer's Certification" at the end of the narrative description (Schedule B) and on each page of Schedule C. The certification of Schedule C can be made on the original tracing before copies are prepared. This certification verifies that the engineering data shown on the narrative description and plat accurately represents the location of the easement or other property to be acquired by condemnation.

3. If Schedule C is a diagram of an easement with linear characteristics such as a road, trail, fence, etc., a signed statement verifying the graphic presentation as described in Schedule B is required. The format to be used when the taking is an easement as described above is:

Correct as to engineering data:

Name _____

Title _____

4. If Schedule C is a diagram of a subdivision acreage of land ownership, as in the case of an entire tract acquisition or for a right to enter for survey, appraisal or other purposes, a signed statement verifying the graphic presentation of the subdivision as described in Schedule B is required. The format used when the taking is in fee or the easement is not linear in character is:

This plat accurately represents the land described in Schedule B.

Name _____

Title _____

Date _____

5. Instructions regarding engineering data for all plats are found in *Chapter V - Document Preparation*.

E. Statement of Negotiations. (See *Illustration 4*.)

1. The first paragraph must be a summary of the negotiations, including all offers and a discussion of the complexities of the case. The second paragraph must specify one or more of the following six reasons for condemnation:

a. Refusal to convey after reasonable negotiation. Where refusal is a dispute over price, a discussion of price negotiation must be included. Where no offer exceeding the appraised price is made, such lack of additional offers must be explained.

b. Refusal of one or more parties to convey where a multiple ownership situation exists.

c. Inability to convey because of title defects.

d. Inability to convey due to incompetency.

e. Owner refuses permission to enter private property for the purposes of appraising, surveying, and/or other purposes.

f. An emergency situation exists where possession is needed immediately thereby precluding normal negotiating procedures. Such a situation can result from fire, flooding, windstorm damage, etc.

2. The following paragraphs must be a resume' in chronological order of all letters, memos, interview sheets, and any other items documenting negotiations to show that direct communications have taken place.

- a. Give the date of the meetings and monetary considerations offered.
 - b. Discuss any counteroffers made by the landowner and any pertinent negotiation on price that establishes the landowner's position as being unreasonable or unacceptable.
 - c. Cover the major issues discussed with the landowner pertinent to the acquisition.
3. Negotiations must cover a substantial period of time to show that BLM is not acting hastily, except in cases of emergency. All parties should have had time to fully consider the proposal. It is recommended that a final letter be sent to the landowner summarizing the BLM proposal with a final offer, usually with a 15-day answer time. This letter should inform the landowner that if the final offer is not accepted, the Bureau will request initiation of a condemnation action.

F. Statement of Land Occupancy. This must be an accurate statement of what is on the whole property and must include:

1. Whether the property is currently vacant or occupied. If occupied, the status of the residents must be stated, i.e., owner, renter, lessee, etc.
2. Present use to which the landowner is putting the property.
3. Type of any structure or improvement on or near the property to be taken, i.e., house, small buildings, barn, garage, corrals, fences, cattleguards, spring development, and other rights-of-way such as underground or overhead utility lines.

G. Statement of Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, (42 USC 4601, et seq.) (See *Illustration 5.*) Standards for compliance with the Act involving condemnation actions are the same as those for negotiated purchases. This must be a concise forthright statement signed by the District/Field Manager indicating compliance with the provisions of the Act and specifically with Title III.

H. List of Names, Addresses, and Telephone Numbers. (See *Illustration 6.*)

1. All parties who may have an interest or claim to have an interest in the property normally must be included as defendants in the proceeding and must be completely and properly designated. They may be natural persons, corporations, partnerships, public bodies, or other legal entities and include:
 - a. Contract Purchasers. Frequently, the contract is unrecorded but known to you from your negotiations with the landowner.
 - b. Lessees.
 - c. Mortgagees.
 - d. Holders of liens including public districts.

e. County in which the land lies (for taxes or assessments due and payable).

2. Any law firm representing the landowner.

3. If a defendant's residence or whereabouts cannot be determined after diligent inquiry within the State, or if the residence is not within the territorial limits of the United States, a statement of known facts and extent of inquiry must be made. In making diligent inquiry, the BLM representative must:

- a. Search county records for mortgages, deeds, probates, taxes, and the assumed business name index.
- b. Question neighbors, friends, utility companies, and other public agencies.
- c. Contact relatives of deceased persons to ascertain names and addresses of possible heirs or the name of the executor of the estate if probated.

I. Landowner's Attitude Toward Condemnation. Indicate the likelihood of the landowner contesting condemnation. Describe the landowner's reasons for contesting the taking such as:

1. Amount of just compensation offered.
2. Disagreement over rights to be acquired or conditions of use.
3. Validity of the authority cited by the United States.
4. Noncompliance with either the National Environmental Policy Act or The Uniform Act (Public Law 91-646, as amended).
5. Political influence or local public opinion.

J. Title Evidence. Submit the current title evidence. The U.S. Attorney will ask for additional title evidence when the case is filed. An updated supplemental title report is necessary when data changes or if the title evidence is more than five months old.

K. Comments on Exceptions in the Title Evidence. Explain the nature of each exception unless it is self-explanatory, i.e., taxes due and payable, etc. Examples for explaining title exceptions are found in *Chapter V - Title Evidence/Clearance*.

L. Conveyance or Curative Documents Obtained. Easements, liens, and similar conveyances which appear as encumbrances in the title evidence should be cleared. Copies of all curative documents such as subordination agreements, affidavits, disclaimers, etc., must be submitted with the title evidence. If title encumbrances cannot be cleared through the normal process, they must be included in the condemnation package for clearance.

M. Significant Correspondence. Include copies of all pertinent correspondence with the landowner, her/his attorney, title company, or others and reports of oral discussions which may be in an "interview sheet" format, memo to the file, etc. Letters of Agreement must also be included in the package even though it is our position that side agreements made with the landowner are generally considered a negotiated settlement as a condition of granting the easement.

N. Vicinity Map. (See *Illustration 7*). This map shows the general location of the property to be taken. Include the landowner's property, BLM lands to be served by the taking, and third party ownership if pertinent to the case. The map should be no larger than letter size (8 1/2"x 11"). It should be kept in mind that users of this map may have no familiarity whatsoever with the specific or general area adjacent to the taking; therefore, an accurate graphic portrayal is essential.

O. Certificate of Inspection and Possession. The purpose of the certificate is to disclose any unrecorded interest in the property. It should be as current as possible at the time the case is submitted. The U.S. Attorney will request an additional certificate after the case is filed in Federal Court. (See *Chapter V - Title Evidence/Clearance*.)

P. Appraisals. Submit all approved appraisals made of the property.

Q. Statement of Compliance with NEPA and NHPA. (See *Illustration 8*.) Submit a declaration showing compliance with the provisions of Section 102(c) of the National Environmental Policy Act of 1969 (NEPA), 42 USC, Sec. 4332, and a statement showing compliance with the National Historic Preservation Act of 1966, 16 USC Sec. 470 et seq. When a determination has been made that an EIS is not required, the reason for such determination should be stated; however, should the decision be made that an EIS is required, such a statement will be prepared.

R. Additional Information. Include additional information that is necessary for the full understanding of the case but does not necessarily conform to any of the above-described statements. Some examples might be:

1. Resolutions by county courts.
2. Statements of private organizations with expressions which bear on the case.
3. Public hearing records.
4. Newspaper clippings.

S. Transmittal Memorandum. (See *Illustration 9*). Prepare a transmittal memorandum from the District/Field Manager to the State Director requesting that condemnation be initiated after all the case file material has been prepared.

III. Preparing Condemnation Case for Rights to Survey, Appraise and Other Necessary Work, Including Environmental Assessment Work. The Field Manager is responsible for preparing the case file containing the following documents:

- A. Statement of Necessity. (See paragraph *II.A.*)
- B. Schedule A. Statement of Proposed Use. (See paragraph *II.B.2.*)
- C. Schedule B. (See paragraph *II.C.*)

1. Written Description.

2. Interest in Land to be Acquired and Period of Time Needed. In most instances, the interest to be taken includes wording similar to the following:

"Right and privilege to enter the lands hereinafter described for a period of (i.e., one, two or three years) from the date of filing this process in order to conduct and make field surveys, appraisals or other associated work or studies as needed and necessary to determine the feasibility of the location of linear facilities and site boundaries, along with the right to trim and/or cut vegetation in the course of surveying any such routes or sites."

D. Schedule C. (Plat or map, see paragraph *II.D.*)

E. Statement of Negotiations. (See paragraph *II.E.*)

F. Statement of Land Occupancy. (See paragraph *II.F.*) Due to the nature of this type of condemnation, indirect methods of gathering the required information such as aerial photographs, maps, inquiry of neighbors, county records, etc., must be used. Careful interpretation of maps and aerial photographs and local inquiry can yield enough detail regarding current land occupancy to permit drafting an acceptable statement.

G. List of Names, Addresses, and Telephone Numbers. (See paragraph *II.H.*)

H. Title Evidence. (See paragraph *II.J.*)

I. Significant Correspondence. (See paragraph *II.M.*)

J. Vicinity Map. (See paragraph *II.N.*)

K. Appraisals. It is suggested that the State Office Realty Specialist confer with the appropriate Field/Regional Solicitor to determine if compensation is necessary. If an appraisal is needed to establish value, contact the Chief State Appraiser with respect to writing the proper appraisal instructions to estimate just compensation for condemnation cases of this type. Generally, when compensation is necessary, it is the fair market value of the rights to be acquired that is used. Care should be taken to consider any potential damages to vegetation or improvements that may occur.

L. New Information. New information about the property frequently comes to light after the file has been sent to the State Office. If this happens, this information must be sent immediately to the State Office.

Examples might be:

1. Change in ownership of the property, either in total or undivided interests among two or more individuals.
2. Death of the owner.
3. Errors or omissions in material forwarded with the initial request.

IV. Processing Condemnation Case Files. This is a directive to BLM personnel, and any reference to personnel other than BLM personnel is purely informational.

<u>Responsible Office/Official</u>	<u>Step</u>	<u>Action</u>
Field Office Realty Specialist	1.	Submits the completed case file, along with the request for condemnation action to the State Office. (See <i>Section II</i> and <i>Illustrations 1 through 9</i>).
State Office Realty Specialist	2.	Reviews the case file for accuracy and completeness.
State Office Realty Specialist	3.	Prepares a memo to the appropriate Field/Regional Solicitor requesting preparation of the Declaration of Taking (see <i>Illustration 10</i>) and letter to the Attorney General (see <i>Illustration 11</i>).
		In the interest of expediency, some Solicitors may request that BLM prepare the Declaration of Taking (<i>Appendix 1</i>) and the letter to the Attorney General (see <i>Step 4</i>). This is optional and must be done in close coordination with the Solicitor and/or the U. S. Attorney's Office.
Regional or Field Solicitor	4.	Prepares the Declaration of Taking (see <i>Appendix 1</i>), and drafts a letter of transmittal to the U.S. Attorney (<i>Illustration 11</i>). If limitations or conditions precedent are imposed by the authorizing legislation, the letter of transmittal should include a certification that the taking complies with the limitations or conditions. Also, if there is a monetary limit imposed in the authorizing act, the letter of transmittal should include a statement that, in the opinion of the Solicitor, the acquisition should not exceed the limits prescribed by law. Signs the documents and transmits the originals to the U.S. Attorney and sends copies of these documents by memo to the State Office.

<u>Responsible Office/Official</u>	<u>Step</u>	<u>Action</u>
Regional or Field Solicitor	5.	Notifies the State Office to order a check for the amount to be deposited in court.
State Office Realty Specialist	6.	Requests the Field Office to prepare a Land Acquisition Voucher Certificate (BLM Form 1370-32) for a check. (Refer to <i>Chapter VIII - Closing</i> .)
Field Office Realty Specialist	7.	Prepares the Land Acquisition Voucher Certificate for amount of court deposit (see <i>Illustration 12</i>).
Field Office Remote Data Entry Clerk	8.	Obligates the funds through the Federal Financial System. Sends obligation copy to the National Business Center.
Field Office Realty Specialist	9.	Sends the original of the Land Acquisition Voucher Certification with a copy of the Declaration of Taking to the National Business Center requesting disbursement of the funds to the appropriate U.S. Attorney.
National Business Center	10.	Processes the Land Acquisition Voucher Certificate through the Treasury Department.
Treasury Department	11.	Mails the check directly to the U.S. Attorney.
Department of Justice (W.O.)	12.	Division of Lands and Natural Resources reviews the case file. Sends the Declaration of Taking to the U.S. Attorney.
U.S. Attorney	13.	Upon receipt of the Declaration of Taking, the U.S. Attorney requests a check, provided the Regional or Field Solicitor hasn't already done so. If Step 5 has not been accomplished, then procedures outlined in Steps 5 through 11 must be implemented at this point.
U.S. Attorney	14.	Upon receipt of the check, the U.S. Attorney deposits the check and files the Declaration of Taking in Federal Court. Upon completion of this step, title vests in the United States.
U.S. Attorney	15.	Prepares a "Complaint in Condemnation" and a "Notice" to the landowner of pending action. The "Notice" is delivered by the U.S. Marshall and allows the defendant 20 calendar days after service to contest the taking of the property by the United States. (See <i>Appendices 2 and 3</i> .)
U.S. Attorney	16.	Prepares a Notice of Lis Pendens which is sent to the State Office. (See <i>Appendix 4</i> .)

<u>Responsible Office/Official</u>	<u>Step</u>	<u>Action</u>
Federal Court	17.	Prepares and issues an Order of Possession ordering the defendant to surrender possession of the subject property to the extent of the estate being condemned. (See <i>Appendix 5</i> .) Hearings on authority to take and/or possession may take place.
State Office Realty Specialist	18.	Sends the Notice of Lis Pendens to the Field Office for recording in the appropriate county records.
Field Office Realty Specialist	19.	Records the Notice of Lis Pendens.
Regional or Field Solicitor	20.	Requests the State Office to have the appraisal updated to the date of filing of the Declaration of Taking, furnish current Certificate of Inspection and Possession and order supplemental title evidence extended to a date subsequent to the recording of the Notice of Lis Pendens.
State Office Realty Specialist	21.	Request the Field Office to acquire or complete the necessary documents.
Field Office Realty Specialist	22.	Forwards documents to the State Office who in turn forwards them to the U.S. Attorney through the Regional Solicitor.
U.S. Attorney	23.	Begins settlement negotiations with the landowner. If settlement is reached after consultation with the State Office and Regional/Field Solicitor, prepares "Stipulation" (see <i>Appendix 6</i>) and makes a request for the deficiency, if necessary, through the Regional or Field Solicitor. If negotiations are unsuccessful, go to <i>Step 27</i> .
Regional or Field Solicitor	24.	Request the State Office to forward the deficient sum, including interest thereon, to the Registry of the Court.
Federal Court	25.	Upon receipt of the deficient sum, issues a Final Judgment.
State and Field Offices	26.	Actions prior to trial (<i>Sec. V</i>).
Federal Court	27.	Holds trial to determine just compensation.
Federal Court	28.	Upon completion of the trial and rendering of a verdict, the Court prepares a Judgment in Condemnation and Order of Distribution. (See <i>Appendix 7</i>).
Federal Court	29.	If the deposit is insufficient to satisfy the award, the court requests a deficiency deposit (<i>Illustration 13</i>). This request is handled in the same manner as <i>Steps 5 thru 10</i> .

<u>Responsible Office/Official</u>	<u>Step</u>	<u>Action</u>
U.S. Attorney	30.	Prepares a trial report with recommendations and forwards to the Justice Department; sends certified copy to the Regional/Field Solicitor.
Regional/Field Solicitor	31.	Sends certified copy of trial report to the State Office.
Justice Department	32.	By memo, concurs with decision and notifies the Solicitor and U.S. Attorney.
Regional or Field Solicitor	33.	Notifies the Director of the disposition of the case with a copy of the same to the Regional/Field Solicitor.
State Office Realty Specialist	34.	Receives the Judgment in Condemnation from the Solicitor and transmits it to the Field Office for recording in the public (County) records and requests the Field Office to obtain final title evidence showing recording of the Judgment. (See <i>Appendix 7.</i>)
Field Office Realty Specialist	35.	Transmits the final title evidence to the State Office.
State Office Realty Specialist	36.	Transmits the final title evidence and transcript of record in the condemnation proceedings to the Regional/Field Solicitor for final title opinion which will be rendered by Justice.
Director	37.	Receives final opinion of title from Justice and forwards to the State Office along with the case file.
State Office	38.	Notes public land records and returns the case file with the final title opinion to the Field Office. Case Closed.

V. Actions Prior to Trial.

A. Commencement of Condemnation Cases. The procedures to commence a case by the U.S. Attorney are similar in most States; however, local practice may vary in accordance with the wishes of the court. Establish a good working relationship with the Assistant U.S. Attorney who will try the case in court.

1. Initial Documents. The initial documents are the Declaration of Taking, Complaint in Condemnation, and Notice. The U.S. Attorney files these documents in the United States District Court and simultaneously deposits the check representing estimated just compensation with the Registry of the Court. Upon filing of the Declaration of Taking and deposit of the check, title vests in the United States.

2. Serving Defendants. The defendants will be served with a notice of action to condemn; a motion for immediate possession will usually be served as well. Generally, service will be made by the U.S. Marshall, who will initially attempt service by mail pursuant to Rule 4(c)(2)(C)(ii) of the Federal Rules of Civil Procedure. If mail service is unsuccessful, the Marshall will follow up with personal delivery. If the defendant cannot be served as above, then service by publication may be necessary.

3. Notice of Lis Pendens. The Notice of Lis Pendens is a legal document prepared by the U.S. Attorney and is recorded in the local county land records. The purpose is to notify the public of a pending action against the land.

4. Role of BLM Representative. Once the condemnation action reaches the pretrial stage, any request or question posed by the landowner or her/his attorney to the District/Field or State Office regarding the case should be directed to the U.S. Attorney. This situation, if it arises, can be handled in two ways. The first one listed below is preferred:

a. The BLM representative can inform the landowner or her/his attorney to contact the U.S. Attorney directly.

b. The BLM representative can contact the U.S. Attorney directly and relay appropriate information to the landowner or his attorney.

B. Exhibit Preparation. District/Field and State Office personnel must comply in a positive manner to requests from the U.S. Attorney for assistance in the preparation of exhibits and expertise to be used during the trial. Exhibits and expertise can include, but are not limited to:

- Enlargement of aerial photographs.
- Enlargements of on-the-ground photographs.
- Enlargements of Schedule C.
- Charts or graphs showing trends or values over time.
- Second or additional appraisals.
- Consultants, etc.

C. Settlement. The U.S. Attorney has authority (Part 0 of Title 28 CFR) to compromise condemnation cases subject to certain limitations and conditions. Settlement negotiations between the landowner and the Bureau will be conducted by the U.S. Attorney's Office and may involve other than monetary interest. The U.S. Attorney will present her/his recommendation to the Bureau, usually through the Regional/Field Solicitor, for acceptance or rejection. If settlement cannot be reached, the case will proceed to trial.

VI. Trial Action.

A. Role of BLM Personnel. The State and District/Field Offices should provide all assistance necessary as required by the U.S. Attorney. Use of BLM personnel during this period will include preparing the condemned tract for jury view, assisting the Assistant U.S. Attorney's understanding of the case, and perhaps testifying on the witness stand. Specific instructions will be given in each case by the State Office.

B. Conduct of BLM Witnesses. The manner in which BLM witnesses conduct themselves on the stand is of significant importance in any hearing or trial. The U.S. Attorney in charge of the case will instruct all Bureau witnesses on the proper procedures and assist in preparing testimony so that it may be as effective as possible.

VII. After the Trial.

A. Payment of Just Compensation. If the court award is greater than the deposit, the judgment will direct that the deficiency amount be deposited in the Registry of the Court along with interest on the deficient amount. The applicable rate of interest will be set forth in the judgments. On November 14, 1986, the President signed into law H.R. 5363 (P.L. 99-656), a bill to amend the interest provisions of the Declaration of Taking Act (40 USC 258a, et seq.). Interest is based on the rates of 52-week U. S. Treasury Bills. The amendment provides for compounding of interest where interest is due for more than one year. Interest runs from the date the declaration of taking was filed through the date of deposit of the deficiency in the Registry of the Court. It is necessary, therefore, to compute the interest to a date in advance to allow time for processing through the National Business Center and the Treasury Department.

B. Final Title Opinion. Upon settlement of the case by the U.S. Attorney or final court action, final title evidence will be secured and sent to the Regional/Field Solicitor for forwarding to the U.S. Attorney. The Justice Department will issue a final opinion of title. Receipt of this opinion by the State Office officially closes the case with respect to input from the Justice Department and Solicitor's Office.

VIII. Final Action on Case by BLM. When all steps in the condemnation process are complete, the BLM land status records must be noted and the automated records entry completed. (Refer to *Chapter XIII - Post Acquisition Processing*.) The Realty Specialist in the State Office sends the Declaration of Taking with the attached Schedule C to the appropriate personnel for serialization and notation on the Master Title Plat (MTP) and appropriate Historical Index (HI). The case file is then returned to the District/Field Office for final processing at which time the case is officially closed.

H-2100-1 - ACQUISITION
Chapter X - Condemnation

Illustration 1 (II.)

**Condemnation Transmittal Memorandum
Attachment Checklist**

ATTACHMENTS		
<u>STATEMENT OR DOCUMENT</u>	<u>COPIES TO GO (SUGGESTED)</u>	<u>TO STAY</u>
STATEMENT OF NECESSITY	5	ORIGINAL
SCHEDULE A - STATEMENT OF STATUTORY AUTHORITY AND PROPOSED USE	5	ORIGINAL
SCHEDULE B - WRITTEN DESCRIPTION, ESTATE TO BE TAKEN	5	ORIGINAL
SCHEDULE C - PLAT	1	ORIGINAL
STATEMENT OF NEGOTIATIONS	5	ORIGINAL
STATEMENT OF LAND OCCUPANCY	4	ORIGINAL
COMPLIANCE WITH P.L. 91-646, as amended	5	ORIGINAL
LIST OF NAMES AND ADDRESSES	5	ORIGINAL
LANDOWNER'S ATTITUDE TOWARD CONDEMNATION	4	ORIGINAL
TITLE EVIDENCE AND SUPPLEMENTALS	ORIGINAL & 4	1
COMMENTS ON EXCEPTIONS	4	1
CONVEYANCE OR CURATIVE DOCUMENTS	4	1
SIGNIFICANT CORRESPONDENCE	4	ORIGINAL
VICINITY MAP	5	ORIGINAL
CERTIFICATE OF INSPECTION AND POSSESSION	ORIGINAL & 2	1
APPRAISALS	ORIGINAL & 5	1
COMPLIANCE WITH NEPA/NHPA	5	ORIGINAL
ADDITIONAL INFORMATION	5	ORIGINAL
REQUEST FOR CONDEMNATION (DM to SD)	ORIGINAL	1

(All of the information shown must be in the condemnation package to the State Office. Format and number of copies required may vary.)

Statement of Statutory Authority and Proposed Use

SCHEDULE A
Joseph G. Youmans
Tract No. RE-03-57

AUTHORITY FOR THE TAKING

The estate is taken pursuant to and under authority of the provisions of the Act of Congress approved August 1, 1888 (25 Stat. 357), as amended, 40 USC 257, the Act of February 26, 1931 (46 Stat. 1421, 40 USC 258a); Section 205 of the Federal Land Policy and Management Act, (90 Stat. 2743, 43 USC 1715); and the Department of the Interior and related agencies Appropriations Acts, 1981 and 1982, Public Law 96-514 dated December 12, 1980 (94 Stat. 2957) and Public Law 97-100 dated December 23, 1981 (95 Stat. 1391).

There are no conditions precedent to this acquisition and there are no limitations on the acquisition.

STATEMENT OF PROPOSED USE

The public uses for which said interest in land is being taken are to provide legal access to the public lands by the United States, its officials, employees, contractors, assigns, representatives, licensees, permittees, and the general public for the purpose of management, development, protection, administration and utilization of these lands and resources, which includes, but is not limited to, the possible development of oil, gas, coal, and other minerals; habitat management for wildlife; recreational use by the general public, primarily in the form of hunting, fishing, hiking and back country enjoyment, wilderness and natural resource aesthetics; the management and development of livestock forage and watershed; and the management, disposal and removal of forest products in accordance with the Gunnison Basin Management Framework Plan developed for the area, or otherwise; prevention and suppression of fires thereon and adjacent thereto, or in the vicinity thereof; for the transportation of persons and materials; and such other public uses as may be deemed necessary, proper or as otherwise authorized by Congress or Executive Order.

**Schedule B
Written Description**

SCHEDULE B
Joseph G. Youmans
Tract No. RE-03-57

DESCRIPTION

A parcel of land lying west of the Cebolla Creek County Road in the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 13, Township 45 North, Range 2 West, New Mexico Principal Meridian, Gunnison County, Colorado; the said parcel being all that portion of said property contained within a strip of land 50 feet in width being 25 feet on each side of the following described centerline:

Beginning at Engineer's Station 0+00 being a point on the centerline of the Cebolla Creek County Road (Gunnison County Road No. 27) and is 1,282.31 feet S. 17°56' E. of the section corner common to Sections 11, 12, 13, and 14, Township 45 North, Range 2 West, New Mexico Principal Meridian;
thence S. 72°16' W. for a distance of 116.98 feet;
thence along a 309.71 foot radius curve to the right for a distance of 70.00 feet;
thence S. 85°13' W. for a distance of 78.40 feet;
thence along a 143.24 foot radius curve to the left for a distance of 98.42 feet;
thence S. 45°51' W. for a distance of 88.00 feet;
thence along a 50.00 foot radius curve to the left for a distance of 59.08 feet;
thence S. 21°51' E. for a distance of 27.75 feet;
thence along a 127.32 foot radius curve to the left for a distance of 80.18 feet;
thence S. 57°57' E. for a distance of 26.48 feet;
thence along a 114.59 foot radius curve to the right for a distance of 75.93 feet;
thence S. 19°59' E. for a distance of 123.19 feet;
thence along a 104.17 foot radius curve to the left for a distance of 63.69 feet;
thence S. 55°01' E. for a distance of 51.55 feet;
thence along a 229.18 foot radius curve to the right for a distance of 88.47 feet;
thence along a 1,432.40 foot radius curve to the left for a distance of 123.75 feet;
thence S. 19°44' E. for a distance of 7.08 feet;
thence S. 32°.54' E. for a distance of 117.87 feet;
thence along a 520.87 foot radius curve to the right for a distance of 164.85 feet;
thence S. 14°46' E. for a distance of 66.15 feet;
thence along a 48.49 foot radius curve to the right for a distance of 80.79 feet;
thence S. 75°44' W. for a distance of 0.00 feet;
thence along a 48.49 foot radius curve to the right for a distance of 75.21 feet;
thence N. 15°24' W. for a distance of 183.14 feet;

Schedule B
Written Description (continued)

thence along a 213.18 foot radius curve to the left for a distance of 97.61 feet;
thence N. 41°38' W. for a distance of 4.06 feet;
thence along a 286.48 foot radius curve to the left for a distance of 128.00 feet;
thence N. 67°14' W. for a distance of 73.90 feet;
thence along a 527.96 foot radius curve to the left for a distance of 108.73 feet;
thence N. 79°02' W. for a distance of 61.40 feet to Engineer's Station 23+40.66 being
744.46 feet N. 3°31' W. of the One-Quarter Corner common to Sections 13 and 14,
Township 45 North, Range 2 West, New Mexico Principal Meridian.

The parcel of land to which the above description applies contains 2.69 acres, more or less.

Correct as to engineering data:

Name: /s/ Ronald J. Cole

Ronald J. Cole

Title: Chief, Branch of Engineering

Date: February 4, 1982

Schedule B
Estate to be Taken

SCHEDULE B
Joseph G. Youmans
Tract No. RE-03-57

ESTATE TO BE TAKEN

The estate to be taken is:

The perpetual exclusive right, privilege and easement to enter upon said land to locate, construct, use (including ingress to and egress from the land), control, maintain, improve, relocate and repair a roadway, designated as BLM Transportation Plan Road Number 3119, together with the right to clear the said right-of-way and keep the same clear of brush, timber and other obstructive vegetation and to dispose of such brush, timber and obstructive vegetation by sale or other means deemed appropriate by the authorized officer of the Bureau of Land Management; SUBJECT, HOWEVER, TO 1) reservations contained in patents issued by the United States, 2) existing easements for public utilities and public roads, and 3) reservations and leases, if any, of oil, gas and minerals and access thereto in and under said land; RESERVING, HOWEVER, to the landowner, his heirs, executors, administrators, successors and assigns all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby acquired by the United States, except that the use of the roadway for any commercial or ancillary use shall be subject to Title V of the Federal Land Policy and Management Act of 1976, as amended, 43 USC 1761-1771, and regulations issued thereunder.

Statement of Negotiations

STATEMENT OF NEGOTIATIONS

Summary

Joe and Edna Clark were first contacted by letter on January 10, 1983, requesting permission to survey. On June 9, 1983, the District Realty Specialist met with Mr. & Mrs. Clark to make the offer for the easement. Mr. Clark refused the offer stating he did not want the public on his land. Subsequent negotiations and offers over the appraised price were unsuccessful.

Mr. Clark refuses to convey because he does not want to convey rights for the public to use his road. Also, he is not satisfied with the appraised price. The offer was raised several times but he still refused to sign. He has made one counteroffer.

March 5, 1983 - Mr. Clark accompanied the appraiser on the appraisal inspection.

June 9, 1983 - District Realty Specialist met with Joe Clark and explained the need for the easement. Gave Mr. Clark the offer letter stating an appraised value of \$1,500 for the easement. Mr. Clark stated he did not want the public on his road because he felt they would stray from the easement onto his land. He was told we could put right-of-way boundary signs along the road which state that the land beyond the road is private property. He said he would think about it.

June 30, 1983 - District Realty Specialist called Mr. Clark. He was not home but his wife said she would have him return the call.

July 10, 1983 - District Realty Specialist called the Clark residence to discuss the easement. Mr. Clark asked about road maintenance. He was told that the road would be maintained during timber hauling but that at other times, it would be on our maintenance schedule and maintained subject to availability of funds.

July 27, 1983 - District Realty Specialist called the Clark residence. Joe Clark not at home but Edna Clark said they would not grant the easement.

August 5, 1983 - Set up an appointment to meet with the Clarks at their home on August 23, 1983.

August 23, 1983 - District Realty Specialist met with the Clarks. They said they did not want the easement. Offer was raised to \$2,000. Mr. Clark stated he wanted \$10,000.

September 5, 1983 - Called the Clark residence. Mr. Clark stated he would not sign the easement. Offer raised to \$2,500. Mr. Clark said he would not sign for any amount of money.

(ATTEMPTS WERE MADE OVER THE NEXT TWO YEARS TO NEGOTIATE WITH THE CLARKS.)

September 15, 1985 - Called the Clark residence. Mr. Clark not home. Mrs. Clark stated she thought they would sign the easement for \$3,000. She said she would have Mr. Clark call. He did not call.

September 18, 1985 - Called the Clark residence. Mr. Clark not home. Mrs. Clark said to stop by the house tomorrow.

September 19, 1985 - Met with the Clarks. Offer increased to \$3,000. Mr. Clark stated he would not take less than \$10,000 and that if BLM was not prepared to pay that, to quit bothering them.

September 20, 1985 - Letter to the Clarks making a final offer of \$3,000 with 15 day response time. If no response, case will be forwarded to State Director recommending condemnation action.

Statement of Compliance with Public Law 91-646, as amended

Statement of Compliance with Provisions of the
Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970 (84 Stat. 1894)

Public Law 91-646, as amended

As District Manager of the Ukiah District Office and in regard to the proposed acquisition of an easement on Berryessa Peak Road across lands owned by Robert B. and Vesta E. Wirth in Sections 21 and 28 of Township 10 North, Range 3 West, Mount Diablo Meridian, Yolo and Napa Counties, California, I do state that:

- (1) No one will be displaced by the acquisition.
- (2) A written offer was made to the landowner providing a summary of the basis of the offered compensation.
- (3) The offer was not less than the approved appraisal.
- (4) The landowner was given an opportunity to accompany the appraiser on an inspection of the property.

/s/ Van W. Manning
Van W. Manning

District Manager
Title

March 22, 1982
Date

List of Names and Addresses

LIST OF NAMES AND ADDRESSES

OWNER OF RECORD

David and Janice Muller
2656 Canyon Drive
Beaverton, Oregon 97005
(503-221-4576)

MORTGAGE

Happy Times Mortgage Company
First Front Bank Building
Salem, Oregon 97301
(503-670-9110)

TENANT

John and Kathryn Horn
4911 Carmela Drive
Grants Pass, Oregon 97526
(503-219-8576)

TAXES

Josephine County Tax Assessor
County Courthouse
Grants Pass, Oregon 97526
(502-123-0000)

Statement of Compliance with NEPA and NHPA

RE C-562
MULLINS

STATEMENT OF COMPLIANCE WITH NEPA AND NHPA

An Environmental Analysis Record was prepared in accordance with the provisions of the National Environmental Policy Act of 1969, and Sections 1790 and 1791 of the BLM Manual. In the Environmental Analysis Record, the determination was made that the Sugarloaf Easement across a portion of property owned by Chester B. and Vauda Mullins is not a major Federal action which will significantly affect the quality of the human environment, and that a detailed statement pursuant to Section 102(2)(c) of the National Environmental Policy Act of 1969 is not required. The reasons for this determination are:

The proposal is not a major federal action which significantly affects the quality of the human environment nor is it highly controversial in regard to unresolved conflicts concerning the use of resources. Therefore, there has been a Finding of No Significant Impact in the proposed acquisition of a road easement on the Chester B. and Vauda Mullins property.

It has been determined that this Federal action will not affect any property included in or determined to be eligible for the National Register of Historic Places.

/s/ Thomas W. Roessler
District Manager

Date: December 11, 1981

Transmittal Memorandum Requesting Condemnation



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State and Zip Code)

IN REPLY REFER TO:
2100 (OR080)

April 10, 1986

Memorandum

To: State Director (943.2)
From: District Manager, Salem
Subject: Proposed Condemnation, Wilson G. Streeter et al.,
Sand Creek Timber Sale Road

A perpetual easement and right-of-way, including the right of control, over the property of Wilson G. and Amanda M. Streeter, husband and wife, is necessary for the construction of the Sand Creek timber sale road. We recommend the needed rights be acquired by condemnation. For this purpose, the necessary documentation is attached.

Attachments
(See attached sheet)

Request for the Preparation of a Declaration of Taking



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Colorado State Office

1037 20th Street

Denver, Colorado 80202

IN REPLY REFER TO:
2100 (CO-941)
RE-03-57
(Joseph G. Youmans et ux)
Cebolla Creek Access Rd.

February 3, 1982

Memorandum

To: Regional Solicitor, Denver Region

From: State Director, Colorado

Subject: Request for the Preparation of a Declaration of Taking for the
Condemnation of a Perpetual Exclusive Road Easement, Joseph G. Youmans et ux
(BLM Tract No. RE-03-57), Cebolla Creek Access Road

We have determined that it is necessary and in the public interest to acquire a perpetual exclusive road easement across private property located in Gunnison County, Colorado, and being more particularly described in the attached Schedules B and C. Due to the adverse and unequivocal attitude of the landowner, Mr. Joseph G. Youmans, we are forced to conclude that negotiations for this acquisition have reached an impasse. Therefore, I request that you process the attached Declaration of Taking so that condemnation proceedings may be initiated against the private property for the rights described in Schedule A, also attached herewith. Immediate possession is also requested in order to provide public access to lands and resources administered by the United States that can be served by the access route. The usual requisite documentation is attached to facilitate the requested condemnation proceedings.

The proposed road easement will provide physical and legal access to approximately 2,500 acres of nonprimitive public lands for the purpose of multiple use resource management and utilization, scenic and historical attractions, commercial development and the protection of the public resources. The subject access route is an existing road identified as the Cebolla Creek Access Road and stems from the Cebolla Creek County Road (Gunnison County Road No. 27) and immediately crosses private property purportedly owned by Mr. Youmans for approximately

Request for the Preparation of a Declaration of Taking - continued

2,300 feet (0.42 mile) and comprises a total right-of-way area of 2.69± acres. No other existing roads serve the particular nonprimitive public lands. The terrain of the particular area renders other access alternatives, including new road construction, to be impractical and unreasonable. No other private ownership will be affected, and the BLM-planned access route does thereafter remain entirely on the nonprimitive public land administered by BLM. The particular nonprimitive public land which will be served by this access route is generally bounded on the north and west by West Dempsey Gulch and on the east by Cebolla Creek (please reference the attached vicinity map).

Our Montrose District engineers have determined that a minimum right-of-way width of 50 feet, being 25 feet on each side of the centerline of the existing road, is needed for the following reasons:

- (1) Provide adequate space for optimum utilization of the existing road;
- (2) Accommodate periodic maintenance of the road, ditches, fills and backslopes by mechanical equipment;
- (3) Provide sufficient space for future road improvements, i.e. minor road realignment within the right-of-way, replacement of existing drainage structures or the installation of additional culverts, road widening, which includes but not limited to the cutting of backslopes and/or depositing additional embankment on existing fills, and sight-distant vehicle turnouts, etc.; and
- (4) Control and abate the installation of man-made structures or improvements or natural vegetative growth that could obscure driver visibility or create other such safety hazards in the immediate vicinity of the road.

These are typical engineering considerations for any public access road; however, in this instant case, these factors can only be satisfied with a minimum 50-foot right-of-way width. Therefore, this taking is indeed consistent with the right to exercise the power of eminent domain for "as narrow a corridor as is necessary to serve such purposes" as authorized pursuant to Section 205(a), Title II of FLPMA.

In addition to the "statements of compliance" provided by our Montrose District Manager which are attached herewith, I have further determined and do hereby certify that:

- (1) This proposed easement acquisition, either by negotiation or condemnation, does not violate any Federal Statute(s) neither does said acquisition require consent of the Colorado State Legislature, Governor of the State of Colorado, nor any state agency;

and

- (2) There are no limitations on the acquisitions imposed by applicable statute(s).

Request for the Preparation of a Declaration of Taking - continued

In summary of the facts and findings hereinabove stated, the proposed taking is consistent with the mission of the Department of the Interior for the following reasons:

- (1) The Bureau of Land Management (BLM) is authorized pursuant to certain cited pertinent legislative acts to acquire the subject interest in real property;
- (2) The BLM has made numerous studies and assessments (engineering and environmental) that support the road location as it currently exists and justify the road easement and right-of-way acquisition;
- (3) The BLM has made diligent, but sympathetic, attempts to acquire this road easement through a variety of bona fide negotiation efforts, including a monetary offer substantially above that of the authorized appraised value;
- (4) The landowner has steadfastly refused to negotiate with the BLM for the granting of a road easement which would permit the general public, as well as employees, contractors, licensees and permittees of the government to have perpetual access to the public lands administered by the BLM;
- (5) The BLM, other state and federal agencies and the public in general are now denied physical and legal access into these public lands;
- (6) The natural resources, including Federal timber and minerals, on certain of these public lands cannot be properly managed and/or protected without this legal right of access; and,
- (7) The BLM has determined through its land use plans (Gunnison Basin Management Framework Plan) that the public needs the subject access route into the public lands, that the local natural environment must be protected, that certain natural resources are present and should be available for public use and enjoyment, and, therefore, it is in the best interest of the people of the United States to acquire this road easement and right-of-way.

To facilitate this request, we attach the following:

Original of the proposed Declaration of Taking with Schedules A, B and C;

Copy of Statement of Necessity (includes proposed uses);

Copy of Statement of Negotiations with significant correspondence and summaries of interviews;

Copy of Statement of Land Occupancy;

Copy of Negotiator's estimate of landowner's attitude toward condemnation;

Copy of Statement of Compliance with the provisions of Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, P. L. 91-646 (84 Stat. 1894);

Request for the Preparation of a Declaration of Taking - continued

Copy of Certificate of Inspection and Possession.

Copy of Statement of Compliance with the Provisions of Section 102(C) of the National Environmental Policy Act of 1969 (NEPA), 83 Stat. 852 (52 U.S.C. Sec. 4321);

Copy of Statement of Compliance with the National Historic Preservation Act of 1966 and Amendments, 80 Stat. 915 (16 U.S.C. Sec. 470);

Copy of Commitment of Title Insurance with endorsements by Pioneer National Title Insurance Company (Commitment No. P2821-2, File No. 598);

Statement of Administrative Determination for title exceptions referenced in Commitment for Title Insurance;

Copy of real estate appraisal report and easement valuation;

List of names and addresses with instructions and map to reach Youman's residence;

Vicinity map showing Youman's property;

Map of the Powderhorn Wilderness Study Area.

Upon your request, we will provide any additional copies of the above attachments and any other supporting information or items you may require to process this case. If you have any questions or need any assistance, please contact Rick Wagner in this office, CO-941, at (303) 837-3066.

/s/ George C. Francis

Attachments (as stated):

cc: DM, Montrose, w/o encl.

Letter to the Attorney General



**United States Department of the Interior
OFFICE OF THE SOLICITOR**

Field Office, Southwest Region
331 Sandoval Street
Santa Fe, New Mexico 87501

IN REPLY REFER TO:
2100 (NM941)

October 2, 1984

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Honorable William French Smith
Attorney General
Department of Justice
Washington, D.C. 20530

Dear Mr. Attorney General:

In connection with the administration, protection, and development of grazing allotments on public lands in the State of New Mexico, it is determined necessary, advantageous and in the best interest of the United States to acquire by condemnation, with a Declaration of Taking, an easement interest for access to the public lands over certain private lands described in Schedule "B" and delineated on Schedule "C" of the enclosed Declaration of Taking.

The exclusive road easement, one hundred (100) feet in width, containing 26.86 acres, more or less is located in Sandoval County, New Mexico, and is owned purportedly by the parties named in the enclosed Schedule "B" of the Declaration of Taking. The Bureau of Land Management has been unable to close on an accepted Offer to Sell Real Property because some of the purported owners refuse to sell.

The property is unimproved. All advisory services under Public Law 91-646 have been provided to the purported owners. Possession is required after the Declaration of Taking is filed.

Accordingly, it is requested that condemnation proceedings be instituted pursuant to the Act of August 1, 1888, as amended, 40 USC 257 (1982), to acquire for the United States the estate set forth on Schedule B. The public uses for which said land is taken are set forth on the enclosed Schedule A.

In order to obtain immediate vesting of title in the United States, it is further requested that you cause the Declaration of Taking to be filed in the condemnation proceedings pursuant to the Act of February 26, 1931, 40 USC 258a (1982), and that an order be obtained from the Court giving possession to the United States.

Letter to the Attorney General - continued

This application for the institution of proceedings for condemnation and the determination contained herein are made in the exercise of authority delegated to the Solicitor of the Department of the Interior on February 17, 1959, by the Secretary of the Interior, under subparagraphs (6) and (7) 210.2.2, Departmental Manual of the Department of the Interior, 24 F.R. 1348, as renumbered (5) and (6) 209.3.2A, in the Departmental Manual and redelegated by the Solicitor.

A check is being requested to forward to the United States Attorney in the amount specified in the approved Offer to Sell Real Property as just compensation for the land, as set forth in Schedule B of the Declaration of Taking.

Any additional information desired by the United States Attorney may be obtained from Robert L. Sellers, Realty Specialist, Bureau of Land Management, P.O. Box 1449, Santa Fe, New Mexico 87501, telephone (505) 476-6204.

We will appreciate your furnishing us, as soon as possible, and in advance of the preliminary report on your examination of the complaint in condemnation, a copy of the complaint showing the civil number and date of filing, a copy of the order of possession, and any other data relating to the complaint.

Any correspondence from your Department to this office concerning this request should be addressed to Gayle E. Manges, Field Solicitor, Santa Fe, New Mexico, telephone (505) 476-6200.

Enclosed herewith is a memorandum with enclosures wherein the Bureau of Land Management has provided certain additional information and data to assist you in the preparation and filing of this case.

Sincerely yours,

Gayle E. Manges
Field Solicitor, Santa Fe

2 Enclosures

- 1 - Memorandum, New Mexico State Director, to Field Solicitor, Santa Fe
- 2 - Exhibit "A" and supporting documents

cc:

Regional Solicitor, Southwest Region, Tulsa, w/c encs.
BLM, WO-330, Room 3660 MIB
BLM, Albuquerque, NM, NM-941B w/c encs.
BLM, DM, Albuquerque

H-2100-1 - ACQUISITION
Chapter X - Condemnation

Illustration 12 (IV., Step 7)

Land Acquisition Voucher Certificate for Estimated Just Compensation

Form 1370-32 (January 1995)		UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LAND ACQUISITION VOUCHER CERTIFICATE		Document Control Number ① HR-M1-0001	
				Serial Number CACAS7000	
② Type of Disposition: <input checked="" type="checkbox"/> Obligation <input checked="" type="checkbox"/> Disbursement Type of Case: <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> Easement <input type="checkbox"/> Donation <input type="checkbox"/> Exchange Type of Payment: <input checked="" type="checkbox"/> Consideration <input type="checkbox"/> Closing Costs <input type="checkbox"/> Relocation <input type="checkbox"/> Equalization <input checked="" type="checkbox"/> Other: Condemnation					
③ DESCRIPTION OF PAYMENT					
United States versus Margaret Murphy Condemnation for deposit in the registry of the United States District Court, Eastern District of California, in accordance with the Declaration of Taking.					
④ PAYEE CLASSIFICATION		NAMES OF PAYEE		⑤ AMOUNT	
District Clerk		U.S. District Court, Eastern District of California		\$1,500.00	
				\$	
Total Disbursements				\$1,500.00	
Mailing Address for Check or Name of Banking Institution for Wire:				Account No. For Wire Transfer:	
U.S. Court House					
650 Capitol Mall					
Sacramento, CA 95814					
SIGNATURE(S) OF GRANTOR/CLAIMANTS(S)		DATE	SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE
⑥					
AUTHORIZED OFFICER'S SIGNATURE OBLIGATING FUNDS		DATE	AUTHORIZED OFFICER'S SIGNATURE AUTHORIZED PAYMENT		DATE
⑦					
BUDGET ORGANIZATION	PROGRAM	PROJECT NUMBER	BUDGET OBJECT CODE	DOLLAR AMOUNT	
⑧ CA 010	1430-HN		325E	\$1,500.00	
(Instructions on reverse)					

INSTRUCTIONS

- ① **Document Control Number:** State Code (i.e., H), Issuing Office (i.e., R), Document Type Accounting Code (i.e., M for Miscellaneous), Fiscal Year (i.e., 1,) & chronological number (i.e., beginning with 0001).
- ② **Type of Disposition:** Check "Obligation & Disbursement".
- ③ **Description of Payment:** Enter purposes of payment including any other information that will help identify the payment.
- ④ **Payee Classification:** Show only "District Clerk."
- ⑤ **Amount:** Enter the total amount of the deposit.
- ⑥ **Signature of Grantor:** Does not need to be signed by grantor.
- ⑦ **Signature of Authorized Officer:** Signed according to 1203 Delegation of Authority Manual.
- ⑧ **Cost Coding:** Enter complete codes for FFS and \$ amount for each code. Budget Object Classes include: 325A for fee acquisition consideration, 325E for easement consideration, 252R for closing costs for professional services, and 252Z for any miscellaneous costs associated with the acquisition.

H-2100-1 - ACQUISITION
Chapter X - Condemnation

Illustration 13 (IV., Step 29)

Land Acquisition Voucher Certificate for Deficiency Deposit

Form 1370-32 (January 1995)		UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LAND ACQUISITION VOUCHER CERTIFICATE		Document Control Number ① HR-M1-0002	
				Serial Number CACAS7000	
② Type of Disposition: <input checked="" type="checkbox"/> Obligation <input checked="" type="checkbox"/> Disbursement Type of Case: <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> Easement <input type="checkbox"/> Donation <input type="checkbox"/> Exchange Type of Payment: <input checked="" type="checkbox"/> Consideration <input type="checkbox"/> Closing Costs <input type="checkbox"/> Relocation <input type="checkbox"/> Equalization <input checked="" type="checkbox"/> Other: Condemnation					
③ DESCRIPTION OF PAYMENT					
United States versus Margaret Murphy Condemnation Civil # S-1515 Deficiency deposit in the registry of the United States District Court, Eastern District of California.					
④ PAYEE CLASSIFICATION		NAMES OF PAYEE		⑤ AMOUNT	
District Clerk		U.S. District Court, Eastern District of California		\$1,000.00	
				\$	
				Total Disbursements	
				\$1,000.00	
Mailing Address for Check or Name of Banking Institution for Wire:				Account No. For Wire Transfer:	
U.S. Court House					
650 Capitol Mall					
Sacramento, CA 95814					
SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE	SIGNATURE(S) OF GRANTOR/CLAIMANT(S)		DATE
⑥					
AUTHORIZED OFFICER'S SIGNATURE OBLIGATING FUNDS		DATE	AUTHORIZED OFFICER'S SIGNATURE AUTHORIZED PAYMENT		DATE
⑦					
BUDGET ORGANIZATION	PROGRAM	PROJECT NUMBER	BUDGET OBJECT CODE	DOLLAR AMOUNT	
⑧ CAS30	1430-HN		325E	\$1,000.00	
(Instructions on reverse)					

INSTRUCTIONS

- ① Document Control Number: State Code (i.e., H), Issuing Office (i.e., R), Document Type Accounting Code (i.e., M for Miscellaneous), Fiscal Year (i.e., 1 & chronological number (i.e., beginning with 0001).
- ② Type of Disposition: Check "Obligation & Disbursement".
- ③ Description of Payment: Enter purposes of payment including any other information that will help identify the payment.
- ④ Payee Classification: Show only "District Clerk."
- ⑤ Amount: Enter the total amount of the deposit.
- ⑥ Signature of Grantor: Does not need to be signed by grantor.
- ⑦ Signature of Authorized Officer: Signed according to 1203 Delegation of Authority Manual.
- ⑧ Cost Coding: Enter complete codes for FFS and \$ amount for each code. Budget Object Classes include: 325A for fee acquisition consideration, 325E for easement consideration, 252R for closing costs for professional services, and 252Z for any miscellaneous costs associated with the acquisition.

Declaration of Taking

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO		
United States of America, Plaintiff,	)	DECLARATION OF TAKING
v.)	
	)	Civil No. _____
2.69 Acres, More or Less, Situate in Gunnison County, State of Colorado, and Joseph G. Youmans, et ux. Defendants.	) ) ) ) ) )	Tract No. RE-03-57
TO THE HONORABLE THE UNITED STATES DISTRICT COURT:		
<p>Pursuant to authority delegated to the Solicitor of the Department of the Interior by the Secretary of the Interior on February 17, 1959, under subparagraphs (6) and (7) of 210.2.2, Departmental Manual of the Department of Interior, 24 F.R. 1348, as renumbered (5) and (6) of 209.3.2A of the Departmental Manual, as redelegated by the Solicitor, I, the undersigned, do hereby make and cause to be filed this Declaration of Taking and declare that:</p>		
<p>1. The interest in land hereinafter described is taken under and in accordance with the authority set forth in Schedule "A" annexed hereto and made a part hereof.</p>		
<p>2. The public uses for which said interest in land is taken and the estate taken for the public uses are also set forth in Schedule "A", annexed hereto and made a part hereof.</p>		
<p>3. A description of the land in which the interest is being taken, and the estimated just compensation therefor, are set forth in Schedule "B", annexed hereto and made a part hereof.</p>		
<p>4. A plat showing the land in which the interest is being taken is annexed hereto as Schedule "C" and made a part hereof.</p>		
<p>5. The sum estimated as just compensation for the interest in land taken comprising 2.69 acres, more or less, situate in Gunnison County, State of Colorado, is Five Thousand and No/100 Dollars (\$5,000.00), which sum I cause to be deposited herewith in the registry of the court for the use and benefit of the persons entitled thereto. I am of the opinion that the ultimate award for said interest in land probably will be within any limits prescribed by law on the price to be paid therefor.</p>		

Declaration of Taking - continued

IN WITNESS WHEREOF, the United States of America, by its Assistant Regional Solicitor, Department of the Interior, thereunto authorized, has caused this declaration to be signed in its name by said Assistant Regional Solicitor, Department of the Interior, this __ day of _____, A.D., _____, in the city of Denver, State of Colorado.

ALBERT V. WITHAM
Assistant Regional Solicitor
Department of the Interior

Complaint in Condemnation

MICHAEL W. MOSMAN
United States Attorney
District of Oregon
OSB # 87111

THOMAS C. LEE
Assistant United States Attorney
1000 SW 3rd Ave. Suite 600
Portland, OR 97204-2902
Telephone: 503-727-1008
Telefax: 503-727-1117
Internet: tom.lee@usdoj.gov
OSB # 76214

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,)	
Plaintiff,	)	CIVIL NO. 81-6145-ME
)	
vs.)	
	)	COMPLAINT
GEORGE H. SINNAEVE, et al.,	)	(Eminent Domain)
)	
Defendants.)	

1. This is an action of a civil nature brought by the United States of America at the request of the Regional Solicitor of the Department of the Interior for the taking of property, under the power of eminent domain, and for the ascertainment and award of just compensation to the owners and parties in interest.

2. The uses for which the property is to be taken and the authority for the taking are set forth in Schedule "A" which is attached to this Complaint.

Complaint in Condemnation - continued

3. The property and the estate to be taken, are described in Schedule "B" which is attached to this Complaint.

4. The persons having or claiming an interest in the property whose names have been ascertained by a reasonably diligent search of the records, and those otherwise learned, are listed in the caption of this Complaint.

5. JOSEPHINE COUNTY, a municipal corporation, may have or claim an interest in the property by reason of taxes and assessments due and payable.

6. Contemporaneously with the filing of this complaint, Plaintiff filed in this Court a Declaration of Taking of the estate in the property described in Schedule "B", and simultaneously deposited in the Registry of this Court the sum of \$3,000.00 as estimated just compensation for the taking.

WHEREFORE, Plaintiff demands judgment that the described estate in the property be condemned, and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper.

DATED this ___ day of _____, 20__.

MICHAEL W. MOSMAN
United States Attorney
District of Oregon

THOMAS C. LEE
Assistant U.S. Attorney
OSB # 76214

COMPLAINT - Page 2 of 2

Notice - continued

You are further notified that if you have any objection or defense to the taking of your property, you are required to serve upon Plaintiff's attorneys at the designated address within twenty (20) days after personal service of this Notice upon you, exclusive of the day of service, an answer identifying the property in which you claim to have an interest, stating the nature and extent of the interest claimed, and stating all your objections and defenses to the taking of your property. A failure so to serve an answer shall constitute a consent to the taking and to the authority of the Court to proceed to hear the action and to fix the just compensation and shall constitute a waiver of all defenses and objections not so presented.

You are further notified that if you have no objection or defense to the taking of your property, you may serve upon Plaintiff's attorneys a notice of appearance designating the property in which you claim to have an interest, and thereafter you shall receive notice of all proceedings affecting the said property.

You are further notified that at the trial of the issue of just compensation, whether or not you have previously appeared or answered, you may present evidence as to the amount of compensation to be paid for the property and you may share in the distribution of the award.

DATED this day of , 20 .

MICHAEL W. MOSMAN
United States Attorney
District of Oregon

THOMAS C. LEE
Assistant U.S. Attorney
OSB # 76214

NOTICE - Page 2 of 2

Order of Possession

MICHAEL W. MOSMAN
United States Attorney
District of Oregon
OSB # 87111

THOMAS C. LEE
Assistant United States Attorney
1000 SW 3rd Ave. Suite 600
Portland, OR 97204-2902
Telephone: 503-727-1008
Telefax: 503-727-1117
Internet: tom.lee@usdoj.gov
OSB # 76214

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,)	
Plaintiff,	)	CIVIL NO. 81-6145-ME
)	
vs.)	
	)	ORDER OF POSSESSION
GEORGE H. SINNAEVE, et al.,)	
)	
Defendants.)	

This cause coming before the Court on motion of Plaintiff, and the Court having considered the records and the representations made in this case, and being fully advised, FINDS that these proceedings have been conducted according to law and that this Court has jurisdiction of the parties and the subject matter of this case.

ORDER OF POSSESSION - Page 1 of 2

Order of Possession - continued

IT IS THEREFORE ORDERED that possession of the estate in the property described in Schedule "B" annexed to the Complaint in Condemnation on file herein is awarded to Plaintiff as of the _____ day of _____, _____.

DATED this _____ day of _____, _____.

UNITED STATES DISTRICT JUDGE

PRESENTED BY:

THOMAS C. LEE
Assistant United States Attorney
OSB # 76214

ORDER OF POSSESSION - Page 2 of 2

Stipulation for Settlement

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

CIVIL ACTION NO. 82-M-1166

UNITED STATES OF AMERICA

Plaintiff,

vs.

2.69 Acres of Land, More or
Less, Situate in Gunnison
County, Colorado;
JOSEPH G. YOUMANS, et al.,
and UNKNOWN OWNERS,

Defendants.

STIPULATION FOR SETTLEMENT

The parties hereto, the United States of America, plaintiff, and Joseph G. Youmans, defendant, by their respective undersigned attorneys, having resolved all matters in controversy in this case to their mutual satisfaction, hereby agree and stipulate as follows:

1. On July 12, 1982, this condemnation action was instituted by the filing of a Declaration of Taking and the deposit of \$5,000.00, which action condemned "the interest in 2.69 acres, more or less, situate in Gunnison County, . . ." more particularly described in the Declaration of Taking, reference to which is made for all purposes.
2. Title to the estate condemned in the Declaration of Taking is vested in the plaintiff, United States of America.
3. At the time of the taking herein, title to the estate condemned was vested in Defendant Joseph G. Youmans. Inasmuch as the instant taking is exclusively in the nature of an easement, taxes will continue to be assessed upon the fee held by Joseph G. Youmans.
4. The defendant, Joseph G. Youmans, is entitled to just compensation for the interest taken by the United States of America and the parties are agreed that \$5,000 is just compensation for the taking in this case.
5. The defendant, Joseph G. Youmans, is the only identifiable person entitled to the money held in the Registry of the district court in this case and therefore the parties are agreed that the court should enter its order for disbursement to the defendant, Joseph G. Youmans, of the sum of \$5,000 in funds currently held in the Registry of the United States District Court in this case.

STIPULATION FOR SETTLEMENT - Page 1 of 2

Stipulation for Settlement - continued

6. By a letter of agreement signed by the defendant, Joseph G. Youmans, and an authorized representative of the United States Department of Interior, Bureau of Land Management, attached hereto as EXHIBIT A and hereby made a part of this stipulation, the parties have set forth their understanding and intentions regarding Mr. Youmans' future use of the property described in the Declaration of Taking.

7. This letter of agreement shall be made a part of Defendant Joseph G. Youman's grazing permit file maintained by the Bureau of Land Management.

8. That final judgment shall enter immediately upon order of the court.

DATED this 26th day of August, 1983.

ROBERT N. MILLER
United States Attorney

By: _____
LINDA A. SURBAUGH
Assistant U.S. Attorney

Attorney for Plaintiff
United States of America

JOSEPH G. YOUMANS

By: _____
LEONARD W. D. CAMPBELL, ESO.
Cashen, Cheney, Johnston,
Adamson & Campbell

Attorney for Defendant
Joseph G. Youmans

Judgment in Condemnation and Order of Distribution

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,	)	CIVIL NO. 86-27
Plaintiff	)	JUDGMENT IN CONDEMNATION AND
	)	ORDER OF DISTRIBUTION
vs.)	
)	
MELVIN E. ZUMWALT, et al.,)	
Defendants,)	

This cause coming before the Court on motion of plaintiff, and upon the stipulation of the parties filed herewith, and the Court being fully advised in the premises, FINDS, that these proceedings have been conducted according to law, that this Court has jurisdiction of the parties and the subject matter and that the defendants were the sole owners on the date of the filing of the Declaration of Taking herein of the estate herein described.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that title to said estate became vested in plaintiff on the 12th day of January, 1986, that just compensation which plaintiff shall pay for the taking of the estate is the sum of \$4,300.00 inclusive of interest, and that plaintiff deposits the additional sum of \$3,580.00.

IT IS FURTHER ORDERED that the Clerk shall disburse the sum of \$4,300.00 to Melvin E. Zumwalt, Florence R. Zumwalt and Robert Hogan, jointly, in care of Sidney L. Chandler, 208 American Building, Coos Bay, Oregon, upon the deposit of the sum of \$3,580.00.

ENTERED this 3rd day of February, 1986.

John F. KILKENNY
JUDGE

PRESENTED BY:

/s/ JOSEPH E. BULEY
JOSEPH E. BULEY
Assistant United States Attorney

Certified to be a true and correct
copy of original filed in my office
Dated _____
Donald D. Sullivan, Clerk

By _____, Deputy

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Chapter XI - Disposal of Acquisition Rights

I. **Disposal of Unneeded Interest.** The Bureau of Land Management (BLM) has acquired many easements across private land to facilitate the management of public lands. The planning system should identify these existing easements and describe the present situation and need for the easements. Recommendations should be included supporting their retention or disposal. It is sometimes necessary or desirable to terminate an easement in whole or in part. The method used depends on the wording of the original conveyance and the facts relating to the need to terminate. An easement may be unneeded for one or more of the following reasons:

- Physical deterioration of the improvement (i.e, road, bridge, trail)
- Functional obsolescence of the improvement
- Replaced by easement(s) in another location
- Change in management plans/philosophy
- Change in land use plan
- Disposal of land served by easement

Research records, if necessary, through use of a title commitment to determine if there are any outstanding rights on the easement and, if so, will they be reserved or terminated. (See *Chapter VII - Title Evidence/Clearance.*) Your State Office Delegation of Authority (1203) Manual Supplement will have the proper designation of signing officials.

A. **Action Initiating an Easement Disposal.**

1. **Initiating Actions.** When the BLM determines a certain easement interest is no longer needed, it must be determined who is the owner of record. Request title evidence on the subject property by requesting a title commitment, etc. (See *Chapter VII - Title Evidence/Clearance*) The owner of record should be contacted in person if possible and the feelings of the landowner be considered. If a landowner inquires about the non-use of an easement across his property, an investigation should be made to determine if the easement rights are needed. The decision of non-use is made by the BLM based on the reasons stated above. For circumstances other than addressed in this chapter, contact your State Office Realty Specialist.

Closure of roads to traffic for short or long periods does not constitute non-use if the road remains on the Bureau's transportation system inventory and the usual precautionary measures to preserve the road for future use, such as maintenance of drainage, are taken.

2. **Market Value of Release.** A determination must be made as to whether the disposal should be with or without consideration to the United States on the basis of all the circumstances and factors involved and with due regard to the original acquisition cost. The amount of such consideration shall be the current appraised fair market value of the easement. The BLM must document the circumstances and factors leading to such determination and retain such documentation in its files.

3. **Memorandum Requesting Release.** The Field Office Manager, after complying with 1 and 2 above, shall prepare a memorandum to the State Director stating the reason for the release and requesting action on the release of easement. Also forward the release to be executed, appraisal or statement of value report, copy of easement deed being released, vicinity map, and title evidence. The proposed release document is to be prepared by the Field Office and forwarded with the memorandum (*See Illustration 1*) to the State Office Realty Specialist. Approval of the release is to be executed in accordance with the 1203 Bureau Delegation of Authority Manual and State and Field Office Supplements.

B. Types of Disposals.

1. Standard Termination Clause. A Grant of Easement and Right-of-Way (*See Chapter V - Document Preparation*) which is used when BLM needs rights for range improvement on private land under a grazing lease or permit provides for a reversion termination through the following language:

"This grant shall be effective so long as the easement shall be actually used for the aforesaid purposes, and all rights hereunder shall revert to the grantor when and in the event the use thereof shall be discontinued or abandoned by the grantee of which due notice shall be given to the grantor by the grantee."

The easement grant issued by the authority of the Taylor Grazing Act and subsequent Acts states that it was executed "for and in consideration of the agreement by the grantee pursuant to the Acts of June 28, 1934, as amended (43 U.S.C. 315, et seq.), April 27, 1935 (16 U.S.C. 590a), and July 14, 1952 (66 Stat. 597) to construct the following improvements ..." The State Director is vested with authority to act generally under the three cited grazing acts; however, you should consult your State Office Delegation of Authority (1203) Manual Supplement to determine the delegation of authority for Field Office Managers. If this authority has been delegated, the Field Office Manager is authorized to execute a "Notice of Discontinuance of Use" in these cases. (*See Illustration 2.*)

2. Termination for Non-Use. Some easements may have been obtained which provide for termination after a specified period of non-use. Failure to make use of the easement for the specified period results in termination of the easement. As a practical matter, help from the agency administering the easement may be required as it is difficult for a landowner (grantor) alone to clear the encumbrance of the easement from the title after the condition of non-use has been fulfilled. Therefore, upon request of the grantor and when the condition of non-use has been fulfilled, a release may be prepared. (*See Illustration 3.*)

3. Other Terminations. The standard Bureau easement deeds have no provision for termination. When these rights are no longer needed, a release in a recordable form is prepared as set forth in this handbook. (*See Illustration 2.*)

4. Right-of-Way and Road Use Agreements. Agreements are considered a special form of nonexclusive easement. When the agreement is no longer necessary for the management of public lands, the interest can be relinquished to the landowner through preparation of an appropriate release. (*See Illustration 4.*)

5. Partial Terminations. There are times when a portion of an easement has been replaced by another easement, for example through road or trail relocation or reconstruction. A new easement or an additional width easement (*see Chapter V - Document Preparation*) is usually acquired for the new location and that parcel of land no longer needed can be released to the owner of record. The release language must be clearly written so the remaining parts of the easement continue to vest valid rights in the United States. (*See Illustration 5.*)

6. Assignment of Road Easement. There are times when disposal of property through exchange or sale leaves an access road unusable for our management needs but the acquired access does benefit another Federal, State, or County agency and private entities. In cases of this nature, prepare an Assignment of Road Easement (*See Illustration 6*), after first assuring the originally acquired easement has the provision "and its assigns" in the document. A transmittal letter to the County Recorder and to the agency are prepared. (*See Illustrations 7 & 8.*)

II. Preparing the Disposal Documents Terminating the Unneeded Easements. Each termination instrument should be drafted individually. The particular easement deed to the United States must be carefully reviewed and the exact language put in the termination instrument. When only segments of an easement are terminated, the instrument will have to be modified to fit the facts. Upon the proper administrative determination that an easement is no longer needed, proceed as follows:

Responsible Office/Official

Action

Field Office

Determine who owns the property. This may be done by ordering title evidence (report, commitment, or policy as stated in *Chapter VII - Title Evidence/Clearance*) for that parcel of land over which the easement crosses. A personal search of the county records may be sufficient if ownership of the underlying land appears conclusive.

Determine what interest the United States has acquired and the type of easement termination that is appropriate.

If a standard Grant of Easement and Right-of-Way was used, prepare a "Notice of Discontinuance of Use" for execution by the Field Office Manager. (*See Illustration 2.*)

If another form of easement has been acquired, prepare a "Release of Easement". (*See Illustrations 3, 4, and 5.*)

Send to the State Office:

- Transmittal memo from the Field Office Manager certifying release is to be made with or without consideration to the government. (*See Illustration 1.*)
- Release to be executed;
- Background data in narrative format explaining reasons for disposal. Discuss relationship of acquired rights to BLM and other public lands. Include analysis of present dollar value of unneeded easement;
- Copy of original easement;
- Vicinity Map; and

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H-2100-1 - ACQUISITION
Chapter XI - Disposal of Acquisition Rights

- Photocopy of any new easement acquired as a replacement.

State Office

Review material.

If background data does not support the need for a release, return the material to the Field Office for further action.

If background data supports the disposal action, forward the release for the Field Office to the designated Authorized Officer, as delegated in the BLM Delegation of Authority (1203) Manual and State Office Supplement, for signing and notarization of the signature on the release.

Field Office

Record original release in appropriate County records.

Retain photocopy of recorded Release in Field Office.

Deliver copy of recorded release to landowner(s).

Note the release in the original easement record in the automated Legacy Rehost 2000 (LR2000) Case Recordation System.

Send photocopy of recorded release to State Office for notation to official land status records.

State Office

Note the public land status records (BLM Manual Section 1275).

Memo for Release

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip Code)

In reply refer to:
2100
IDI-3334

Memorandum

To: Idaho State Director

From: District Manager UCSC

Subject: Release of Access Road Easement IDI-3334

Please execute the attached release of easement, IDI-3334. Alternative routes of access are preferred. There are no plans for use of the subject easement. The grantors have requested through their attorney that the unneeded easement be released to clear the record.

The easement was acquired with the intent of removing timber on a road to be constructed on Lynn Creek. On review of our management plans, we feel we will never construct a road on this easement location. All timber which was considered tributary to the easement will now be removed over other road systems.

An appraisal has been made estimating the market value of the rights to be released. It has been determined that the release should be made without consideration to the government.

Attachments:

Release Document
Appraisal Report
Access Road Easement IDI-3334
Vicinity Map
Title Report

Notice of Discontinuance of Use

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF DISCONTINUANCE OF USE

TO WHOM IT MAY CONCERN:

WHEREAS, on May 3, 1988, The Nature Conservancy of San Francisco, California, granted the United States of America an easement and right-of-way over certain lands located in the County of Washington, State of Idaho which lands are more specifically described in an instrument recorded in reception number 145041, Records of Washington County, Idaho; and

WHEREAS, under said instrument the United States of America did agree to give due notice when use of said easement and right-of-way had been discontinued.

NOW, THEREFORE, WITNESSETH:

(In consideration of the foregoing premises the United States of America does hereby give notice that its use of said easement and right-of-way has been discontinued.)

OR

(In consideration of the foregoing promises the United States of America has in fact replaced the subject easement with a new easement and hereby gives notice that its use of said easement and right-of-way has been discontinued. Said new easement is dated September 17, 1993. Recorded on September 20, 1993, in the Washington County records as instrument number 158002 with United States Serial No. IDI-30240.)

Dated at _____, this _____ day of _____, 20____.

UNITED STATES OF AMERICA

State Director
Bureau of Land Management
U.S. Department of the Interior

IDI-25675
Page 1 of 2

Acknowledgment on page 2 (See *Chapter V - Document Preparation*)

Release of Access Road Easement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RELEASE OF ACCESS ROAD EASEMENT - IDI-27787

①

WHEREAS, on July 31, 1962, Leana Castle and Willis Castle of Gannett, Idaho, granted the United States of America a perpetual road easement, IDI-27787, across the South half of the Southeast Quarter (S½SE¼) of Section 8, the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 16 and the West One-Half (W½) of Section 17, all in Township 1 South, Range 20 East, Boise Meridian, which easement was subsequently recorded in the Blaine County, Idaho, records on February 11, 1963, in Book 176 on page 548, by reception number 118166, and ②

WHEREAS, this release is executed in consideration of the agreement as contained in that certain Proffer of Monetary Contribution agreement dated August 21, 1991, entered into between Lee J. Amaral and the Bureau of Land Management, Monument Resource Area, for the construction and relocation of the Dunn Flat Road, and

WHEREAS, the United States of America has determined that it no longer needs such access rights for the operation, production, use or maintenance of property owned or controlled by the United States, and

WHEREAS, the Idaho State Director of the Bureau of Land Management has been delegated authority in BLM Manual Section 1203 to dispose of easements to the owner of record of the land which is subject to the easement in accordance with the terms of the Federal Property and Administrative Services Act of 1949, *40 U.S.C. Section 471 et seq.*, and regulations contained in *41 CFR Section 101-47. 313-1*

③

NOW, THEREFORE, pursuant to the above cited authority the United States of America does hereby abandon, relinquish and quitclaim to the owner of the land which is subject to the easement, all rights, title and interest in Access Road Easement IDI-27787 entered into on July 31, 1999.

Dated this _____ day of _____, 20__.

UNITED STATES OF AMERICA

By: _____
State Director
Bureau of Land Management
U.S. Department of the Interior

IDI-27787
Page 1 of 2

Acknowledgment on Page 2 (See *Chapter V - Document Preparation*)

Release of Access Road Easement - continued

INSTRUCTIONS

- ① The particular easement deed to the United States must be carefully reviewed and the exact language put in the termination instrument. Include:
 - Date easement was signed
 - Grantor's name(s)
 - Type of easement acquired
 - Description of parcels
 - Recording information
- ② If underlying property is currently owned by someone other than the original grantor, through the use of a title commitment (*See Chapter VII - Title Evidence/Clearance*) established the successor-in-interest at this point in the release. For example: "WHEREAS, title to said property encumbered by said easement is now vested in _____, and."
- ③ Closing paragraph conveying the unneeded interest identified by the type of document, date of original grant, and to the present owner of record of the underlying land.

Release of Right-of-Way and Road Use Agreement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RELEASE OF RIGHT-OF-WAY AND ROAD USE AGREEMENT, R.W.A. S-65

WHEREAS, on July 11, 1951, Moser Lumber Company, granted the United States of America a rights-of-way and rights of road use across the S½ of Section 24 and the E½ of Section 25 of T. 10 S., R. 6 W., W.M., and the NW¼, and S½ of Section 30, T. 10 S., R. 5 W., Benton County, Oregon, under the terms and conditions of Right-of-Way and Road Use Agreement S-65, which agreement was subsequently recorded in the Benton County records on July 11, 1951, in Book 135 at Page 652, and

WHEREAS, said agreement and its associated permit to Moser Lumber Company from the United States of America, were never "activated," but were in fact withdrawn on July 18, 1951, and

WHEREAS, the Right-of-Way and Road Agreement and O&C Logging road Right-of-Way Permit, R.W.A. S-466 were consummated on May 31, 1960, which agreement and permit included rights and grants on essentially the same lands as the said R.W.A., S-65, and

WHEREAS, the parties thereto or their successors-in-interest are desirous of expunging the public and other records of the said documents as viable contractual arrangements, and

WHEREAS, the Oregon State Director of the Bureau of Land Management has been delegated authority in BLM Manual Section 1203 to dispose of easements to the owner of record of the land which is subject to the easement rights in accordance with the terms of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. Section 471 et seq., and regulations contained in 41 CFR Section 101-47-313.1.

NOW THEREFORE, pursuant to the above-cited authority, the United States of America does hereby abandon, relinquish and quitclaim to the Publishers Paper Co., a Delaware Corporation, successor-in-interest to Moser Lumber Company, all right, title and interest in Right-of-Way and Road Use Agreement, R.W.A. S-65.

Dated this _____ day of _____, 20__.

UNITED STATES OF AMERICA

By: _____
State Director
Bureau of Land Management
U.S. Department of the Interior

R.W.A. S-65
Page 1 of 2

Acknowledgment on Page 2 (See Chapter V - Document Preparation)

Rel. 2-290
01/31/2002

226. 2-237, 2-238, 2-239, and 2-252

VI Disposal of Acquisition Rights

Release of Portion of Access Road Easement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RELEASE OF PORTION OF ACCESS ROAD EASEMENT

①

WHEREAS, on May 24, 1998 the United States of America acquired through Order of Possession a perpetual Access Road Easement IDI-34555 (Civil No. 68-284) from Stanley W. Dwindle, and

WHEREAS, title to the property encumbered by said easement is now vested in Boise Cascade Corporation, a Delaware Corporation, and

WHEREAS, the United States of America has determined that it no longer needs a portion of the right-of-way described in said Access road Easement IDI-34555 for the operation, production, use or maintenance of property owned or controlled by the United States of America; and ②

WHEREAS, said portion of the right-of-way no longer needed are more particularly described as that portion lying in the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of Section 21 North, Range 3 West, Boise Meridian, Adams County, Idaho; and

WHEREAS, the parcel of land to which the above description applies contains 1.2 acres, more or less; and

WHEREAS, the Idaho State Director of the Bureau of Land Management has been delegated authority in Bureau of Land Management Manual Section 1203 to dispose of easements to the owner of record the land which is subject to the easement rights in accordance with the terms of the Federal Property and Administrative Services Act of 1949, *40 U.S.C. Section 471 et seq.*, and regulations contained in *41 CFR Section 101-47-313.1*.

③

NOW THEREFORE, for and in consideration of the granting of those certain rights in IDI-34555 dated March 30, 1999, and recorded in Official Records of Adams County, Idaho as Instrument No. 14443 on May 17, 1999, the United States of America does hereby abandon, relinquish, and quitclaim to the current owner of record, all right, title and interest in that portion of ID-34555 lying between Engineer's Station 149+14.2 and Engineer's Station 166+78.8 as shown on the attached Exhibit A, pursuant to the above cited authority.

Dated this _____ day of _____, 20 ____.

UNITED STATES OF AMERICA

By: _____
State Director
Bureau of Land Management
U.S. Department of the Interior

IDI-34555
Page 1 of 2
Acknowledgment on Page 2 (See *Chapter V - Document Preparation*)

Release of Portion of Access Road Easement - continued

INSTRUCTIONS

- ① First paragraph sets out the specific acquisition being released.
- ② Specify that portion of grant no longer needed and subject to release. Complex right-of-way descriptions may require the attachment of an Exhibit A.
- ③ Where the acquisition of replacement rights are related to the granting of a release, the appropriate data may be entered. In lieu of entering data pertinent to a replacement ease, the standard closing paragraph may be used as in Illustration 4.

Assignment of Road Easement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF ROAD EASEMENT

WHEREAS, on September 18, 1992, JESSIE ROWLAND ELLIS, as a widower, and JESSIE ROWLAND ELLIS and LELA MAE ELLIS, husband and wife, granted the United States of America a perpetual exclusive road easement, which easement was subsequently recorded in Boundary County, Idaho records on January 28, 1993, as Instrument No. 0169080, and

WHEREAS, the United States of America has determined that it no longer needs such access rights for the operation, production, use or maintenance of property owned or controlled by the United States, and

WHEREAS the purpose of this assignment is to convey to the STATE OF IDAHO, Department of Lands, acting by and through the State Board of Land Commissioners, and its assigns, said Exclusive Road Easement; and

WHEREAS, the Idaho State Director of the Bureau of Land Management has been delegated authority in BLM Manual Section 1203, and in accordance with the Federal Land Policy and Management Act of October 21, 1976 (Public Law 94-579), and the Federal Property and Administrative Services Act of 1949, 40 U.S.C. Section 471 et seq., and regulations contained in 41 CFR Section 101-47.313-1, to transfer, dispose or assign such interests in real property.

NOW THEREFORE, for the true and actual consideration of \$ _____, THE UNITED STATES OF AMERICA hereby assigns, transfers and sets over to the STATE OF IDAHO, and its assigns, all its right, title, interest and authority in that Exclusive Road Easement recorded in Boundary County, Idaho records on January 28, 1993, as Instrument No. 0169080.

Dated this _____ day of _____, 20__.

UNITED STATES OF AMERICA

By: _____
State Director
Bureau of Land Management
U.S. Department of the Interior

IDI-29319
Page 1 of 2

Acknowledgment on Page 2 (See *Chapter V - Document Preparation*)

Letter to County Recorder's Office

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip Code)

In reply refer to:
2100 (933)
IDI-14805

Bonneville County Recorder
605 North Capital
Idaho Falls, ID 83401

Gentlemen:

Enclosed you will find an Assignment of Easement Deed document and payment in the sum of \$3.00 to cover the recording fees for the document. Please record the Deed and return to me at the above address along with a receipt for the \$3.00 payment.

Thank you for your time.

Sincerely,

Jackie Simmons
Realty Specialist

Enclosure:
Document
Money Order

Letter to Agency Transmitting Assignment

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
(Street Address)
(City, State, and Zip Code)

In reply refer to:
2100 (933)
IDI-28273

Mr. Don McNarie
Idaho Department of Lands
P. O. Box 83720
954 W. Jefferson
Boise, ID 83720

Dear Mr. McNarie:

Enclosed is your recorded copy of the Release of Access Road Easement IDI-28273, State of Idaho Easement Number 5805. It was determined in a review by this agency that the easement is no longer needed and has been released. The improvement is located on a parcel of property lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 3 North, Range 3 East, Boise Meridian. The release was recorded in the Ada County, Idaho, records on December 19, 1996, under reception number 96103975.

If you have any questions please contact Jackie Simmons, at 208-373-3867.

Sincerely yours,

Jimmie Buxton
Chief, Branch of Lands and Minerals

Enclosure:
Release Document

40 USC Section 471

40 USC § 471. Congressional declaration of policy

It is the intent of the Congress in enacting this legislation to provide for the Government an economical and efficient system for (a) the procurement and supply of personal property and nonpersonal services, including related functions such as contracting, inspection, storage, issue, specifications, property identification and classification, transportation and traffic management, establishment of pools or systems for transportation of Government personnel and property by motor vehicle within specific areas, management of public utility services, repairing and converting, establishment of forms and procedures, and representation before Federal and State regulatory bodies; (b) the utilization of available property; (c) the disposal of surplus property; and (d) records management.

(June 30, 1949, ch. 288, § 2, 63 Stat. 378; Sept. 1, 1954, ch. 1211, § 1, 68 Stat. 1126.)

Available on the Internet for the Exact Page:

www4.law.cornell.edu/uscode/40/471.html

To Start At The Beginning of the USC's

www4.law.cornell.edu/uscode

41 CFR Section 101-47.313-1

41 CFR § 101-47.313-1

(b) [Reserved]

[54 FR 41245, October 6, 1989]

§ 101-47.313 Easements.

§ 101-47.313-1 Disposal of easements to owner of servient estate.

The disposal agency may dispose of an easement to the owner of the land which is subject to the easement when the continued use, occupancy, or control of the easement is not needed for the operation, production, use, or maintenance of property owned or controlled by the Government. A determination shall be made by the disposal agency as to whether the disposal shall be with or without consideration to the Government on the basis of all the circumstances and factors involved and with due regard to the acquisition cost of the easement to the Government. The extent of such consideration shall be regarded as the appraised fair market value of the easement. The disposal agency shall document the circumstances and factors leading to such determination and retain such documentation in its files.

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1. BLM-Forest Service Road Use Agreement

Chapter XII - National Agreements

I. Federal Agreements. The Bureau of Land Management (BLM) has acquired easements and property in fee through the use of cooperative arrangements between the BLM and other Federal agencies. These Agreements may provide for the use of land in the other agency's jurisdiction. Consult with your State Office Realty Specialist as to how the Agreements will benefit the management of our public lands.

A. BLM-Forest Service Road Agreement. This agreement provides procedures for granting and acquiring property rights by each agency from the other necessary for road use, construction, improvement, maintenance, and transferring jurisdiction of roads. (*See Illustration 1*).

B. Other Agreements. Other Agreements have been established with other agencies and partners, such as the U.S.D.A., Farm Service Agency, State and County governments, partnerships with Duck's Unlimited, Elk Foundation, The Conservation Fund, and The Nature Conservancy, to name just a few. These Agreements become too dated for the publication of this manual. It is suggested that you contact your State Office Realty Specialist for more information on Agreements that may have been established in your State.

BLM-Forest Service Road Agreement

WO-140

BUREAU OF LAND MANAGEMENT
AND
FOREST SERVICE
INTERAGENCY
RIGHT-OF-WAY
AND
ROAD USE AGREEMENT

MAY 20 1980
DATE

BLM-Forest Service Road Agreement - continued

WO-140

**BLM-FS Interagency Right-of-Way
and Road Use Agreement**

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 - D. Road Improvement Application and Approval

BLM-Forest Service Road Agreement - continued

United States Department of Agriculture
Forest Service

WO-140

United States Department of the Interior
Bureau of Land Management

I. Purpose. This agreement provides procedures for granting and acquiring property rights by each agency from the other necessary for road use, construction, improvement, maintenance, and transferring jurisdiction of roads.

For the purpose of land management under the principles of multiple use, including the removal of forest and mineral products, the procedures set out herein are established for the use of roads and lands under the jurisdiction of the Forest Service and the Bureau of Land Management.

II. Authority

A. Bureau of Land Management

1. The Federal Land Policy and Management Act of 1976, (90 Stat. 2766; 43 U.S.C. 1737) and (90 Stat. 2781; 43 U.S.C. 1767).

B. Forest Service

1. Organic Administration Act of 1897 (30 Stat. 34 as supplemented and amended; 16 U.S.C. 551) and the Federal Land Policy and Management Act of 1976 (90 Stat. 2781; 43 U.S.C. 1767).

III. Definitions. The following definitions are hereby adopted:

A. "*The Agencies*" means the Forest Service and the Bureau of Land Management.

B. "*Road*" means an existing road or interest therein on lands or easements administered by one of the agencies which the other agency needs to use in carrying out its functions; provided, the interest owned allows either qualified or unqualified use by the other agency.

C. "*Management*" means any of the multiple use activities on the land under the jurisdiction of each agency including but not limited to the harvesting and removal of forest and mineral products.

D. "*Principal sale*" means that timber sale to be served by the roads as opposed to the right-of-way timber on that road.

E. "*Licensee*" means any person who is authorized to remove mineral or forest products in commercial quantities from lands administered by either agency.

F. "*Road construction*" means the locating, relocating, clearing, constructing, or reconstructing of any road under the jurisdiction of either agency.

G. "*Road improvement*" means the improvement, widening, surfacing, or the locating of additional structures upon any existing road.

BLM-Forest Service Road Agreement - continued

WO-140

IV. Existing Roads. Roads that are now existing or hereafter constructed or acquired are available for joint use as follows:

A. Road Jurisdiction Will Not Transfer.

1. Each agency is hereby authorized to use such roads in the exercise of its administrative function.
2. Contractors or permittees of the agencies shall be and are hereby authorized to use such roads for the removal of forest or mineral products upon the execution of a license agreement between the contractors or permittees and the agency having jurisdiction or control of the roads to be used. The form of such license agreement is attached hereto and designated Exhibit A and made a part hereof by reference. Upon written request, such license agreements shall be furnished unsigned to the requesting agency prior to advertising, sale, or the removal of timber or mineral materials.
3. If the grants to the United States will permit, licensees of each agency shall be authorized to use roads constructed or controlled by third parties. Such use shall be subject to and limited by the terms and conditions of the agreements or grants to the United States.

Where there is an unliquidated collection right against the United States timber or mineral products on such a road, the license agreement issued by one agency to the timber or mineral purchaser of the other will contain a provision requiring payments as authorized by the terms of the collection right or a higher payment as agreed to by the two agencies.

4. Nothing in this agreement shall have the affect of curtailing or limiting the administrative use of the agency having the primary administrative control, which control must remain paramount in the event of a conflict.
5. It is understood that if the rights of one agency across private lands are inadequate for the use of the other agency, the latter may acquire additional rights in the name of the United States.
6. Upon completion of the sale or contract for which the license is issued and all requirements of the license agreement have been satisfied, the requesting agency shall notify the Licensor that the bond may be released.

B. Road Jurisdiction Will Transfer.

1. If it is agreed to by both parties that the transfer of road jurisdiction is desirable and will result in a more reasonable, manageable transportation system, the procedure set forth under Section V.A. - "Construction or Transfer of Roads" shall be followed to accomplish the transfer.

C. Road Improvement. In the event one agency seeks the use of a road under the jurisdiction of the other that will require improvement to serve the proposed use, the two agencies will confer at the annual meeting, or at any other time as necessary. Transfer of jurisdiction will be considered, particularly where mutual transportation planning indicates such action. If transfer is not appropriate, the agencies will determine which agency will be responsible for improving the road. The improving agency will be permitted to recover a portion of its investment from any subsequent third party, non-United States users.

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If transfer is determined to be appropriate, the agency to which the road is to be transferred shall file an application as set forth in Section V.A. of this agreement.

Any road improvement to be made by one agency upon a road under the jurisdiction of the other agency shall be made pursuant to the written application (Exhibit D - original and one copy) by the constructing agency. The agency having jurisdiction over the road will review the application, and, if in order, the approving agency will execute it and forward a copy to the requesting agency. Any conditions and standards in the approval shall be inserted in the License Agreement to be executed by the licensee and the agency having jurisdiction over the road.

D. Road Maintenance. Each agency or its licensee shall be responsible for performing the work to maintain the road or for payment of pro rata maintenance expense. The pro rata maintenance expense shall be determined by the total use of the road or part thereof by the agencies. Each year, the agencies shall mutually agree, insofar as is possible, upon the required maintenance and resurfacing work to be done upon the particular road(s) involved. Agency expenditures for the benefit of the other agency's use shall be reimbursed by the benefitting agency under the Act of June 30, 1932, as amended (31 U.S.C. 686), or it shall make other arrangements to provide funds to meet such expense. Maintenance work shall include such work as is reasonably necessary to place the particular road in a satisfactory condition for use, to keep it in such condition, and to reasonably protect said road from weather conditions, and may include blading and shaping, watering or oiling, ditching, repair of drainage improvements, slide removal and such other measures as may be required by the agency having jurisdiction. Upon discontinuing use of a road or any portion of a road, the road shall be placed, as a minimum requirement, in as good a condition as it was prior to commencement of use.

E. Road Use Rules. Roads that are jointly used shall be subject to reasonable road use rules to be administered and enforced by the agency having jurisdiction. Both agencies shall jointly make a periodic study and review of such roads. Road rules shall be uniformly applicable to all road users, and may include but not be limited to, matters of speed, load limits, fire and safety equipment, and road closures. The road rules will be posted and made available to the road user.

V. Construction or Transfer of Roads

A. Construction. It is understood that prior to construction or transfer of a road by or for one agency on lands under the jurisdiction of the other, status will be cleared through the appropriate office of the administering agency. Concurrently therewith, an application in the form of Exhibit B shall be completed by the constructing agency and the original and two copies submitted to the appropriate Forest Supervisor or District Manager with the required attachments. After review and any necessary consultation, the administering agency will execute a Right-of-Way Reservation in the format of Exhibit C and forward the original to the constructing agency.

B. Timber. The clearing limits on each side of the road centerline shall be designated by the constructing agency. Unless otherwise agreed upon, such timber shall be cruised, appraised and sold by the agency having jurisdiction of the timber.

The following methods may be used for timber disposal:

1. The agency having jurisdiction of the right-of-way timber may sell it and have it removed prior to road construction.

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2. The party constructing the road may be required to buck that timber into standard log lengths and deck the logs at locations designated along the right-of-way by the agency having jurisdiction of the timber.

3. The party constructing the road may be required to buy the timber from the agency having jurisdiction of the timber prior to cutting the timber. The timber will be sold lump sum based on the cruise and appraisal of that agency. The appraisal shall be on a stumpage basis with no road construction cost allowance.

4. Where the purchaser of a principal sale is to construct the road the purchaser may be required to buy the right-of-way timber. Such timber shall be appraised by the agency having jurisdiction of the timber. Appraisal shall be on a stumpage basis with no road construction cost allowance. Following the receipt of bids on the principal sale, the sale price for right-of-way timber shall be determined by increasing the appraised or advertised price of the right-of-way timber, species by species, by the monetary difference between the appraised or advertised and bid prices of the principal sale.

When method 3 or 4 is used, the necessary timber sale contracts shall be furnished to the constructing agency prior to the advertising of the constructing agencies road contract, timber, or mineral products sale.

In the event that the road is constructed by the United States through a road contract or by force account, the agency having jurisdiction of the timber will specify the method of disposal after consultation with the constructing agency.

C. Minerals. In the event saleable or leaseable minerals are known to be within the right-of-way or discovered subsequent to the commencement of construction, the agency having jurisdiction over the minerals shall make arrangements with the constructing agency for sale or stockpiling.

VI. General Provisions.

A. Expenditure of Appropriated Funds. Nothing in this agreement shall require either agency to spend money in excess of appropriations.

B. Termination of Agreement. This agreement shall remain in effect unless terminated by mutual agreement or one agency giving the other agency ninety (90) days prior written notice. Such notice and termination shall not affect any outstanding rights under this agreement that are held by either agency over lands of the other agency. All outstanding rights will either continue or terminate in accordance with the terms of the document with which they were acquired.

C. Annual Meeting. Each year during November or December, representatives of the regional, State, district, and forest offices shall meet to review joint transportation planning, desirable transfers of road jurisdiction, joint use, maintenance, improvement and construction of roads within their respective jurisdictions. It is the responsibility of the respective Forest Supervisors and District Managers who share routes of access to arrange such meetings, unless it is determined among them that such a meeting is not desirable. The annual meeting will also be utilized to discuss problems associated with the use of the agreement and decide upon a mutual course of action to solve the problems. Issues that cannot be resolved at the State Director/Regional Forester level are to be referred to the respective Washington Headquarters Office.

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FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

BUREAU OF LAND MANAGEMENT
U.S. DEPARTMENT OF THE INTERIOR
WASHINGTON, D.C.

Date: 5/20/80

Date: 5/20/80

BLM-Forest Service Road Agreement - continued

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Exhibit A

Agreement No. _____

LICENSE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ by and between _____ hereinafter called "Licensor" and _____ hereinafter called "Licensee."

WITNESSETH

WHEREAS, Licensee has purchased (Mineral Material or Timber Sale) or Certain Forest Products or Mineral Products under (permit) or (contract) dated _____, Number, _____ located in (Sec., T&R, County, State) or appropriate geographic location and desires to use roads under the jurisdiction of the Licensor in order to (operate said sale) (remove said products), and

WHEREAS, Licensor is willing to grant said access subject to the terms and conditions set forth herein,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Licensor hereby grants to Licensee a nonexclusive license to use the existing roads of the Licensor as listed in Section 3 of this Agreement, and shown on the map attached hereto.
2. Said existing roads shall be open at all times to full use and enjoyment by the Licensor and its permittees for any and all purposes deemed necessary or desirable in connection with the control, management and administration of Licensor's lands or the resources thereof, and insofar as compatible therewith, use by the general public.
3. Licensee shall maintain the road or shall pay his proportionate share as indicated below. Maintenance shall include all expenditures reasonably necessary to place the road in satisfactory condition for heavy hauling, to keep it in such condition, and to reasonably protect the road from winter weather. Maintenance also includes replacement of surfacing lost through wear or displacement resulting from the use of the road.

A. ^{1/} Licensee shall maintain the following roads in accordance with the specifications shown in the aforesaid (timber sale) (mineral sale or lease) (permit) (contract) or (in Exhibit attached hereto):

<u>Road No.</u>	<u>Segment</u>	<u>Miles</u>	<u>Applicable Specification</u>
-----------------	----------------	--------------	---------------------------------

^{1/} Use A, B, C, D, or E, or any combination applicable.

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B. ^{1/} Licensee shall make payments into a cooperative account for maintenance to be performed by Licensor at the following rates:

<u>Road No.</u>	<u>Segment</u>	<u>Miles</u>	<u>\$/Mbdft</u>	<u>\$/cu yd</u>
-----------------	----------------	--------------	-----------------	-----------------

C. ^{1/} Licensee shall replace surfacing on the following roads in accordance with the provisions shown in Exhibit _____ attached hereto:

<u>Road No.</u>	<u>Segment</u>	<u>Miles</u>
-----------------	----------------	--------------

D. ^{1/} Licensee shall make payments into a cooperative account for resurfacing to be performed by Licensor at the following rates:

<u>Road No.</u>	<u>Segment</u>	<u>\$/Mbdft</u>	<u>\$/cu yd</u>
-----------------	----------------	-----------------	-----------------

E. ^{1/} With the prior written approval of the Licensor, the Licensee may arrange for cooperative maintenance with other users of the roads described above; provided, that such cooperative arrangement shall not relieve the Licensee of his liability for the maintenance and repair of the road.

4. The Licensee shall comply with the following requirements:

A. No commercial timber or minerals shall be cut, mined, removed, or destroyed on the right-of-way unless Licensee first obtains specific authority from Licensor.

B. Licensee shall take adequate precaution to prevent and suppress forest, brush, and grass fires and shall endeavor with all reasonably available personnel to suppress any fire originating on or threatening the right-of-way. Licensee shall do no burning on or near the right-of-way without a State permit during seasons when permits are required, and shall set no fires on or near the right-of-way that will result in damage to any natural resource or improvement.

C. All truck drivers shall have a valid chauffeur's license.

D. Licenses shall abide by all reasonable traffic regulations imposed by the Licensor; provided, however, such regulation shall be uniformly applicable to all users of the road, including Licensor.

^{1/} See footnote on preceding page

BLM-Forest Service Road Agreement - continued

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E. ^{2/} _____ Company retains a collection right on this road. Licensee shall pay (\$ _____ lump sum) (\$ _____ per Mbd. ft.) (\$ _____ per cu. yd.) (to _____ Company) (to Licensor for transmittal to the Company.)

Any lump sum payment shall be made prior to start of hauling. Per Mbd. ft. or per cu. yd. payments shall be made on or before the 25th day of each calendar month for all forest or mineral products hauled in the preceding calendar month. Such payments shall be accompanied by a copy of the applicable timber cutting report or weight slip or other appropriate documentation if minerals are involved, certified as correct by the officer in charge of the sale.

5. All of Licensee's equipment operating upon the road shall be maintained, in a good and safe operating condition and shall be operated cautiously so as to minimize accidents or hazards.

6. Licensor may suspend the use of the road during periods when the forests are closed by lawful authority. Licensor may also suspend the use of the road when, due to weather conditions., unrestricted use would cause excessive damage to the road. Any suspension shall be applicable to all heavy haulers an the road.

7. Licensee shall not construct landings for loading logs nor yard loss on the road without express written permission from Licensor. Licensee shall not permit slash or debris from its operation to fill in or close the ditches or culverts of the roads.

8. The Licensee shall provide a performance bond in the amount of \$ _____ acceptable to the Licensor, conditioned upon faithful performance of this agreement ^{3/} (and shall obtain comprehensive liability insurance covering all operations, including vehicles, of the Licensee under this agreement in amounts not less than the following: (a) bodily injury, \$ _____ for injury or death of one person, \$ _____ for any one occurrence; (b) property damage, \$ _____ for any one occurrence). ^{4/}

Before exercising any of the rights granted herein, the Licensee shall deliver the required bond to the Licensor (and shall deliver a certificate from the insurance company stating that such insurance is in force and that the insurance company will give to the Licensor 10 days written notice prior to any cancellation or modification of such insurance, together with evidence that all automotive equipment to be used by the Licensee is covered by insurance). ^{4/} Any insurance or bonding company furnishing bonding or insurance services required by this license shall be duly authorized to do business in the State of _____, and registered pursuant to its Statutes.

^{2/} Delete if not applicable.

^{3/} Performance bond will normally be computed at the rate of \$500 per mile or fraction thereof, to a \$10,000 maximum.

^{4/} Generally, insurance will be required only in those cases where underlying easements or agreements require road users to have insurance and shall be required only in the amount required by the easements or agreements.

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9. Concurrently with conclusion of Licensee's use of said roads, Licensee shall clean up and remove from the road or right-of-way all debris, refuse and waste material which may have resulted from Licensee's use or operations, shall repair any damage to the road resulting directly or indirectly from Licensee's use or operations; Provided however, that when Licensor is performing the maintenance of the road, Licensee shall not be required to repair any damage resulting from normal use of the road for the removal of forest or mineral products; Provided further that when Licensee is performing the maintenance the road shall be left in as good condition as when Licensee first began to use it.

10. The Licensee shall undertake every reasonable measure to minimize damage to waterways, streams, lakes, or reservoirs near the roads under this agreement. The Licensee shall immediately discontinue operations under this agreement upon receipt of written notice from an authorized officer that such operations or any part thereof are causing any damage or injury to the waterways and watercourses near the roads under this agreement.

11. The rights granted hereunder are not assignable without the prior written consent of the Licensor.

12. The Licensee shall maintain the right-of-way clearing by chemicals only after specific written approval has been given by the (BLM Authorized Officer) (Regional Forester). Application for such approval must be in writing and specify the time, method, chemical(s), pest to be controlled, quantity of chemical to be used, and exact portion of the right-of-way that will be chemically treated.

13. By prior agreement between the Licensor and the (administering agency), the latter will be responsible for administration, and enforcement of the terms of this agreement. A copy of any notice under this agreement shall be sent to the Licensor.)^{5/}

14. The terms of this Agreement shall be from the date hereof until the termination of the aforesaid timber or mineral contract or permit.

IN WITNESS WHERE OF, the parties have executed this Agreement in duplicate originals on the day and year first above written.

LICENSOR

By _____

Title _____

LICENSEE

By _____

Title _____

^{5/} Optional, if not used delete and renumber 14.

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Exhibit C

RIGHT-OF-WAY RESERVATION

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Section 507 of the Federal Land Policy and Management Act of 1976 (90 Stat. 2781, 43 U.S.C. 1767) that the United States of America acting by and through the (Bureau of Land Management, U.S. Department of the Interior), (Forest Service, U.S. Department of Agriculture), does hereby issue and reserve to the (Bureau of Land Management) (Forest Service), and its assigns, a right-of-way to locate, construct, use, control, maintain, improve, and repair a road over and across the following described real property situated in the County of _____, State of _____, to wit:

The parcel of land to which the above description applies contains _____ acres, more or less.

A plat showing the right-of-way described above is attached hereto as Exhibit A and made a part hereof.

The right-of-way herein granted and reserved is for the full use of the above described property as a road by the (Bureau of Land Management) (Forest Service), its licensees, permittees, agents, and contractors including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA subject to reasonable rules and regulations of the (Secretary of the Interior) (Secretary of Agriculture), and to the following terms and conditions:

1. The road constructed under the provisions of this right-of-way will be under the control and jurisdiction of the (Forest Service) (Bureau of Land management).
2. The agency having jurisdiction of the road alone may extend or grant rights and privileges for use of the road to other users, including members of the public and other Government Departments and Agencies, States, and local subdivisions thereof. Such grants may be in the form of regulations, permits, easements, or licenses, as appropriate.
3. Any forest products or other resources on lands within the right-of-way shall remain under the jurisdiction of the issuing agency and may be severed or extracted and disposed of only in accordance with applicable law and regulation of the appropriate Secretary. The extraction, severance, and disposal of any such resources shall be subject to such stipulations, if any, that the agencies agree are needed to avoid unreasonable interference with the use of the road.

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4. The (Bureau of Land Management) (Forest Service) retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way or other land uses for other than road purposes, upon, over, under, and through the lands, provided that the occupancy and use will not unreasonably interfere with the rights granted herein.

5. This reservation shall remain in effect (until terminated by mutual agreement of the agencies.) (for a term commencing on the date shown below and continuing until _____, _____).

Dated this _____ day of _____, _____.

Signature of Authorized Officer of Issuing Agency

Title

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Exhibit D

ROAD IMPROVEMENT APPLICATION AND APPROVAL

Date _____

The (Bureau of Land Management)(Forest Service) in accordance with the Cooperative BLM-FS Right-of-Way and Road Use Agreement, dated _____ hereby requests approval of the following special conditions for the improvement of _____.

(Number or Name of Road)

1. Location as shown on attached map of scale not less than 1 inch equals 1,000 feet.

(Drawing No. _____, name, date, or other identification)

2. Construction Specifications for improvement

3. Slash Disposal Specifications

4. Maintenance _____

5. Other Conditions _____

6. Contract or Permit Designation _____

7. Timber Sale Allowance or Contract Cost of Improvement _____

8. Improving agency may collect road use fees from third party private users in an amount proportionate to third party use.

Constructing Agency:

Approving Agency:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Chapter XIII - Post Acquisition Processing

I. Records Notation. The official public land status records of the United States are maintained by the Bureau of Land Management (BLM). This responsibility originated in the Act of April 25, 1812, which established the General Land Office (GLO) and directed that organization to maintain a record of land disposals. Record format and notation standards have evolved slowly over time to accommodate new public land policy. GLO responsibilities were transferred to the BLM by the Reorganization Act of May 16, 1946.

A. BLM Acquisitions. All BLM acquisitions of land and/or interests in land are required to be noted to the official public land status records upon acceptance of title. Direct purchases and donations are considered accepted when the final opinion of title is signed by the Regional/Field Solicitor. Record notations are to be performed in accordance with *BLM Manual 1275, Land Status Records*. Notation of short term/temporary acquisitions is discretionary. Each State Office should coordinate and establish record notation procedures jointly between the realty staff and the records staff. It is recommended the official case files be routed together with written instructions using a form; i.e., *Illustration 1 - Land Status Request Sheet - BLM Acquired Lands*, to assure accurate notation to the land records. Upon completion of the notation, the notation request sheet should indicate the notation has been completed and the form filed in the official case file. The case file should then be returned to the appropriate Field Office for disposition according to the disposal schedule (see paragraph *XI. Disposition of Case File* in this chapter).

1. Acquired Lands. Lands acquired through purchase, donation, and condemnation whether prior or after the passage of the Federal Land Policy and Management Act of October 21, 1976, as amended (FLPMA), regardless of funding source, are noted on the official land status records as "Acquired Lands" and are shaded to indicate that they are not subject to operation of the general land laws, including the United States mining laws. Lands acquired by exchange become "Acquired Lands" if in rare instances the lands conveyed from the United States were "Acquired Lands," since any lands **conveyed to** the United States in an exchange assume the status of the lands **conveyed from** the United States. Exceptions to this would be when Congress enacts legislation that specifically designates lands to be managed as public domain. There are various combinations of acquired or public domain surface estate and mineral estate that are possible.

a. Acquisitions Utilizing Land and Water Conservation Funds. Lands acquired utilizing LWCF funds are noted on the official land status records with the notation; i.e., "WD US LWCF," to indicate that they are to be retained perpetually. They are not to be sold, exchanged, or conveyed through a Recreation and Public Purpose (R&PP) Lease. See *Chapter IV - Planning, Programming, and Budget*.

b. Donations. Lands that are acquired through donation will not become subject to applicable land and mineral laws unless and until an order to that effect is issued by BLM. See *43 CFR 2091.8. Status of Gift Lands*. These lands will typically be noted "WD to US" and "NOE" unless or until an opening order is issued at which time the notation will become "OE."

2. Mineral Estates. All notation to the official land status records are to indicate what mineral estate was acquired with the following examples of notations, "All Min," "No Min," "Rest Min," "All Min exc Coal," etc.

3. Conservation Easements. Since conservation easements are acquisitions of interests in lands, they will not be shaded; however, if they are acquired with LWCF Funds, the notation of "LWCF" must be included in the notation.

4. General and Linear Easements. Acquisition of interests in land will be noted according to the Lands Status Records Manual requirements. They need not be noted if they are less than one year in duration.

B. Other Agency Acquisitions. The *Mineral Leasing Act for Acquired Lands* of 1947 states, "Upon request by the Secretary, the heads of all executive departments, independent establishments, or instrumentalities having jurisdiction over any of the lands referred to in section 2 of this Act shall furnish to the Secretary the legal description of all of such lands, and all pertinent abstracts, title papers, and other documents in the possession of such agencies concerning the status of the title of the United States to the mineral deposits that may be found in such lands. Abstracts, title papers, and other documents furnished to the Secretary under this section shall be recorded promptly in the Bureau of Land Management in such form as the Secretary shall deem adequate for their preservation and use in the administration of this Act, whereupon the originals shall be returned promptly to the agency from which they were received. Duly authenticated copies of any such abstracts, title papers, or other documents may, however, be furnished to the Secretary, in lieu of the original, in the discretion of the agency concerned." Section 2 of the act states, "Acquired lands or land acquired by the United States include all lands heretofore or hereafter acquired by the United States to which the 'mineral leasing laws' have not been extended, including such lands acquired under the provisions of the Act of March 1, 1911 (36 Stat. 961, U.S.C., sec. 552)." These lands will be noted according to the authority under which they were acquired as to whether they are "acquired lands." See *Land Status Records Notation Routing Slip - Other Agencies in Illustration 2*.

1. Serialization. Upon receipt of all acquisition cases submitted for record notation by an acquiring agency, documents will be date stamped as received, serialized with a BLM serial number, entered into the Legacy Rehost (LR2000) Case Recordation System (See *C. Legacy Rehost 2000 (LR2000) Case Recordation System*), noted to the official lands status records, applicable documents filmed into the Control Document Index (CDI). An official case file is not created.

2. Disposition of Documents. Documents submitted by the acquiring agency to be used for the records notation should not be sent to the Federal Records Center as the acquiring agency has the original documents in the official case file. The documents should be destroyed or returned as instructed by the acquiring agency.

C. Legacy Rehost 2000 (LR2000) Case Recordation System. It is vital to keep records notation information current during the acquisition process in the automated LR2000 system, and then reviewed when the case action is complete. Please refer to *Chapter 1 - Overview, Appendix 1* for the *Land Data Standards* and the *LR2000 User Guides*. Conduct a final review for compliance with the Land Data Standards and enter the Action Code 968, Case Action Completed when all actions pertinent to the case have been completed. LR2000 is used for statistical purposes, to track workload measures (accomplishments), and to set funding allocations at all levels of the Bureau.

II. Public Relations.

A. Post Acquisition Followup. Monitoring is applicable to all types of easements.

1. Letter of Agreement Monitoring. A Letter of Agreement is most applicable to the acquisition of access and other types of easements. All provisions accepted by BLM either in the deed or in Letters of Agreement must be conscientiously administered. To the fullest extent possible, the realty specialist should check to insure that any work to be performed by BLM is satisfactorily completed and the stipulations in the deed and agreement accomplish the desired objectives.

2. Courtesy to Landowners Granting Access. The realty specialist should leave the landowner with the feeling that any questions or problems concerning the acquisition are welcomed and will be promptly addressed. The same courtesy should be extended to the landowner after the acquisition is completed as was offered during negotiations. This cooperative attitude will make post-acquisition dealings with the landowner more effective and should benefit other BLM programs.

B. New Releases. It is usually beneficial to BLM programs to issue news releases about BLM developments, resource benefits, and opportunities on public lands. These programs are often made possible by the acquisition of private property. However, it is recommended the landowner's concurrence be obtained before making reference to a specific acquisition in press releases. (See *Illustration 3.*)

III. Acquisition of Improvements on Acquired Lands. The acquisition of improvements (structures) on acquired lands must be reported to the National Business Center on *BLM Form 1530-1, Real Property Record*, and added to the Bureau Administrative Real Property records.

IV. Encumbrances. BLM may acquire lands subject to encumbrances that are determined to be administratively acceptable and will not interfere with the contemplated use by the Bureau. Encumbrances which provide rights to other parties on, over, or through the acquired lands should be recognized on BLM's official land status records and LR2000 case recordation systems. These rights-of-way (which may have been referred to as easements in the deed and title policy on the acquired lands) should be serialized as a right-of-way casetype and appropriately noted on the land status records and LR2000 case recordation systems. Refer to the *Lands Data Standards in Appendix 1 of Chapter 1 - Overview* for "Authorizations Recognized for Acquired/Reconveyed Lands." Add Action Code 851, Rental Waived, where applicable.

V. Merged Interests. The Solicitor's Office has verified that when the easement and fee estate are owned by the same entity, the rights merge and the easement or interest in land is extinguished as a matter of law. No formal relinquishment of the easement is necessary. The easement is generally removed from the Master Title Plat (MTP). Use format in *Illustration 1, Land Status Request Sheet*. If third party rights have been granted over the easement through a permanent right-of-way grant, the right of way notation should be retained. Appropriate notation of Action Code 244 must be made in LR2000 as to the merger with the fee estate and a copy of the serial register page filed in the official case file.

VI. Monitoring of Conservation Easements. Monitoring of conservation easements acquired by BLM is essential. The easement document should have clear and enforceable restrictions. Photos, reports, studies, etc., obtained when the easement was acquired should be used as the baseline for the monitoring process. Good communications between BLM representatives and the landowner are fundamental in understanding easement requirements/limitations and obtaining cooperation. A landowner is less likely to illegally bulldoze part of their land or damage a protected resource when visited once a year by representatives of BLM. Perhaps more important, it shows that BLM is serious about its commitment to keep the property in the required condition. Finally, personal interaction with the landowner establishes names and faces to put behind the cold, legal terms of the deed. Well written documents and good communication will hopefully limit the number of problems encountered and enforcement actions. If problems arise, you must rely on the terms of the deed and the well documented baseline data. *See Illustration 4 for a monitoring inspection report form.* You may also reference the "Conservation Easement Stewardship Guide" by The Land Trust Alliance available at <http://www.lta.org/publications/index.html>.

A. New Property Owners. Most easement violations are caused not by the original grantor, but by subsequent owners. New owners, who were not involved in easement negotiations, usually have little understanding of the restrictions. Meeting with the new owner and explaining the easement's terms will help prevent violations resulting from the new owner's lack of knowledge, misinterpretation of the easement, or underestimation of your commitment to enforcing its terms. Whenever the property changes hands, contact the new owner as soon as possible to review the easement. If possible, contact the new owner before the property changes hands. Take the following steps either by letter or in a meeting:

1. Introduction. Explain how the easement and its restrictions fit within BLM's mission, its specific protection plans, and any other easements in the area.
2. Review the Easement Document, its restrictions, and BLM's role in overseeing the restrictions. Explain how these restrictions were designed and what resources the easement was created to protect.
3. Monitoring Policy. Explain how BLM plans to monitor the easement as discussed above.
4. Monitor the Property to document the property condition at the start of the new ownership.
5. Acknowledgment. Ask the new property owner to sign an acknowledgment of the easement. *See Illustration 5.*

VII. Deferred Payments on Easements. In some easement negotiations, the payment of consideration is deferred to a later specified point in time, an event, or is made as an improvement on the Grantor's land. In some cases, a third party, i.e. BLM contractor, may be required to pay the consideration to the Grantor. If a deferred easement consideration is agreed upon, BLM is responsible to ensure the consideration clause of the easement is met. This will require confirmation that the required payment of a road-use fee has been made, or that construction of improvements as a consideration for granting of the easement to the United States have been completed to the satisfaction of the Grantor. Close administration of the easement is essential as it may be several years before the total easement consideration is paid.

- VIII. Expiration of Temporary Easements. Temporary easements noted to BLM official land status records should be monitored through LR2000 so a request may be made to have the easement removed from the land status records upon expiration. See sample of format in *Illustration 1, Land Status Request Sheet - BLM Acquired Lands*. A notice may be provided to inform the landowner that BLM is discontinuing use of the easement and recorded in County to remove encumbrance. (See *Chapter XI - Disposal of Acquisition Rights*.)
- IX. Assignment of Road Easements. There are times when disposal of property through exchange or sale leaves an access road unusable for our management needs but the acquired access does benefit another Federal, state, or county agency. In cases of this nature, prepare an Assignment of Road Easements (see *Chapter XI - Disposal of Acquisition Rights*) after first assuring that the originally acquired easement granting clause includes "and its assigns." A transmittal letter to the County Recorder and the agency are prepared (see *Chapter XI - Disposal of Acquisition Rights*).
- X. Relocation Assistance Payments. When an acquisition involves relocation of displaced persons, follow-up should be part of the post-acquisition processing to assure that all relocation assistance payments have been made as agreed. Public Law 91-646 and Interior Property Management Regulations (49 CFR 24) set forth the basic requirements for relocation of owners/tenants on property acquired with Federal funds. See *Chapter X - Relocation Assistance*.
- XI. Disposition of Case File. Upon completion of the acquisition, the case file should be reviewed and assembled in accordance with the guidance in *Chapter I - Overview*. Any duplications, etc. should be purged. Case files are to be maintained and disposed of in accordance with the *BLM Manual 1220 - Records and Information Management, Appendix 2, GRS/BLM Combined Records Schedule*. All case file dispositions must be done through your Records Manager.
- A. Fee. Fee case files are to be retained in the field office as long as needed. They may be sent to the State Office for transmittal to the Federal Records Center two years after the end of the fiscal year in which the BLM acquired ownership. The case file will then be transferred to the National Archives and Records Administration after concurrence by BLM of the transfer, according to Schedule 4 - Property Use and Disposal Records, Item 13 - Acquired Land and Interests in Land Files, b. Acquired Land Title Case Files.
- B. Easements. Easement case files are to be retained in the Field Office until the easement rights terminate. For perpetual easements, this would be forever unless the easement is released. For temporary easements, the rights would terminate upon expiration of the easement. The case file is to be sent to the State Office for transmittal to the Federal Records Center two years after the end of the fiscal year in which all rights terminated, in accordance with Schedule 4 - Property Use and Disposal Records, Item 13 - Acquired Land and Interests in Land Files, c. Easement Case Files. The Federal Records Center will destroy the case file 22 years after the cutoff after notifying the Bureau of the request to destroy the records and approval by BLM.
- C. Working Files. Reference copies of official documents, i.e. notes, drafts, preliminary or interim data used to prepare final documents, and other work papers and nonrecord copies of documents related to acquired land and/or interests in land are to be destroyed when superseded, become obsolete, or are no longer needed for administrative or reference purposes, according to Schedule 4, Item 13. d.

Land Status Request Sheet

USDI, BUREAU OF LAND MANAGEMENT
 Oregon State Office
LAND STATUS REQUEST SHEET

**THIS FORM MUST BE RETAINED
 IN THE OFFICIAL CASE FILE**

Date: _____
 To: **TITLE AND RECORDS GROUP (OR-958)**
 From: _____
 (Name & Office)
 Telephone No.: _____
 Email: _____

CASE FILE:

Serial Number: _____

Case File is not is Attached

Case Type: _____

ACTION:

- Request for notation to land status records:
 - new or recent action (explain below)
 - previous action (explain below)
 - correct an error (explain below)
- Request for removal of notation from
 land status records (explain below)
- Request for land status research:
 - verification (explain below)
 - conflicting status (explain below)
- Other (explain below)

Explanation:

Township: _____ N S Range: _____ E W

Township: _____ N S Range: _____ E W

Legal Description: _____

- Lengthy legal description - see casefile.
- Digital Map Available: Projection _____
 Units _____ Format (.e00, dwg, etc) _____

Steps: (initial and date)

1. _____ **Land Tenure Team**
 Withdrawals Team
 Minerals Team
 - prepare/review this request)
2. _____ **Docket**
 - log in casefile
 - assign serial number/and/or
 - input initial data into LR2K.
3. _____ **Cartographic Technician**
 - note plats/HI
4. _____ **Land Tenure Team**
 Withdrawals Team
 Minerals Team
 - quality check plats/HI
5. _____ **Cartographic Technician**
 - film plats, etc.
6. _____ **Land Tenure Team**
 Withdrawals Team
 Minerals Team
 - final quality check, i.e. SRP's
 and/or return form to field office
7. _____ **Docket, if case file is attached**
 - return case file to field office

cc: Mapping Sciences Section

Lands Status Records Notation Routing Slip - Other Agencies

**LAND STATUS RECORDS NOTATION
 ROUTING SLIP**

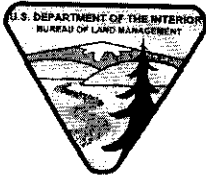
(Notation Requests from Other Agencies Not Requiring Other BLM Action)

TYPE OF ACTION: _____

CASE TYPE: _____

	Date Received	Serial Number	
INT	DATE	TO	ACTION
1.	___	___	<p>Land Tenure Team:</p> <ul style="list-style-type: none"> - Designate case type. Review file for adequacy to be noted to records. If detailed instructions are necessary, complete Land Status Request Sheet and staple to incoming documents under this routing slip. Initial and date this form.
2.	___	___	<p>Docket:</p> <ul style="list-style-type: none"> - Verify date stamp. Assign serial number. Enter in log book. Stamp case file documents with serial number. Enter into Automated Case Tracker System (ACTS) and LR2000. DO NOT PREPARE A CASE FOLDER. Initial & date this form.
3.	___	___	<p>Cartographic Technician:</p> <ul style="list-style-type: none"> - Note the MT Plat and HI. - Initial & date this form.
4.	___	___	<p>Land Tenure Team</p> <ul style="list-style-type: none"> - Review notations and update LR2000. Initial & this form.
5.	___	___	<p>Cartographic Technician:</p> <ul style="list-style-type: none"> - Film plats/HI. - Film CDI card, if applicable. - Distribute cards. - Send paper copies and/or cards to requesting office/agency, if applicable. - Initial & date this form.
6.	___	___	<p>Land Tenure Team:</p> <ul style="list-style-type: none"> - Finalize Serial Register Page (LR2000). - Update ACTS. - Destroy documents unless agency requested they be returned. Keep this form for future reference only until no longer needed. May be destroyed without Records approval as it is a reference copy only.

News Release



FOR IMMEDIATE RELEASE

For more information contact:
Dick Todd, BLM, (208) 769-5050

(Date)

**THANKS TO UNIQUE PARTNERSHIP ARRANGEMENT,
BLACKWELL ISLAND PROPERTY PLACED IN PUBLIC OWNERSHIP**

COEUR D'ALENE – Approximately 32 acres on the northern end of Blackwell Island were placed into public ownership in a deal involving the owners, Kootenai County, The Trust for Public Land, a non profit private land trust and the Bureau of Land Management, BLM. The property is adjacent to Highway 95, less than five minutes from downtown Coeur d'Alene.

Fritz Rennebaum, District Manager for the BLM's Coeur d'Alene District indicated that this acquisition will provide much needed additional lake access to relieve overcrowding and congestion at existing area boat launching sites, especially at the north end of Coeur d'Alene Lake.

Mr. Rennebaum expressed his appreciation to all the parties who cooperated in the effort starting with the owners of the property, who own the southern portion of Blackwell Island, including the Yacht Club Marina. He acknowledged the tremendous efforts of the staff of the Trust for Public Land, who worked on behalf of the owners to facilitate the transaction. He also had praise for the efforts of the Board of Commissioners for Kootenai County who agreed to make local funds and support available to assist in the acquisition of the site.

Kent Helmer, Chairman of the Commissioners said that the County has long recognized the recreational value of Blackwell Island. Mr. Helmer noted that because of the projects obvious potential for helping meet the public access demand, the county agreed to provide \$130,000 toward the acquisition. The BLM provided the remainder of the money for the purchase from funds made available by Congress as partial compensation for land the BLM conveyed to Potlatch in 1992 under the Arkansas - Idaho Land Exchange Act. Kent noted that the success of this project is a perfect example of how the BLM's "Idaho Lands" project is working for BLM and its partners, and most of all, for the public.

- BLM -

The BLM, an agency of the U.S. Department of the Interior, manages more land — 264 million surface acres — than any other Federal agency. This year marks the 25th anniversary of the Federal Land Policy and Management Act, which gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM accomplishes this by managing for such resources as outdoor recreation, livestock grazing, and mineral development, and by conserving natural, historical, cultural, and other resources on the public lands. Most of the country's BLM-managed public land is located in 12 Western states, including Alaska. The Bureau, which has a budget of \$1.8 billion and a workforce of about 9,000 employees, also administers 700 million acres of sub-surface mineral estate throughout the Nation.

Conservation Easement Monitoring Inspection Report Form

**U.S. Department of the Interior
Bureau of Land Management**

Conservation Easement Monitoring Inspection Report

Serial Number: _____ Inspection Date: _____

Legal Description: _____

Owner: _____

Address: _____

Phone Number: _____

A. Protected Features or Restrictions: _____

B. General Conditions and Potential Problem Areas: _____

C. Is Landowner in Compliance with Conservation Easement Deed? If not, state why. _____

D. Did the BLM representative meet with the landowner or their representative during this inspection visit? _____
If yes, name of owner or representative: _____

E. Inspected by: _____

F. I, _____, owner of the above described property, agree that the description prepared by _____, is an accurate representation of the physical condition of the property as of _____.

I agree that the description prepared is an accurate representation of the physical condition of the property.

Inspected by:

(Owner of Property)

(Date)

(BLM Representative)

(Date)

**Acknowledgment of Conservation Easement
and
Declaration of Restrictive Covenants**

**Acknowledgment of Conservation Easement
and
Declaration of Restrictive Covenants**

(Buyer) entered into an agreement to purchase the following described property. [Identify by name, if appropriate, and by title and deed number or tax number.]

(legal land description)

Approximately (#) acres of the property are subject to land use restrictions contained in the Conservation Easement dated _____ between the United States of America and (Seller).

The United States of America through the Bureau of Land Management (BLM) holds the conservation Easement exclusively for conservation purposes and is responsible for administering, monitoring, and enforcing the terms and conditions therein.

(Buyer) hereby acknowledges the following:

1. Has received a copy of the Conservation Easement;
2. Has read the Conservation Easement prior to settlement;
3. Understands and acknowledges the terms and conditions of the Conservation Easement.
4. Understands that, as purchaser of the subject property, is obliged to comply with all of the terms and conditions of such Conservation Easement;
5. Understands that certain uses of and activities on the subject property require prior approval from the United States of America, BLM, and that other uses and activities are prohibited; and
6. Agrees to abide by the terms and conditions of the Conservation Easement.

ACKNOWLEDGED:

(Buyer)

(Date)