

Attachment B2

**RIGHT-OF-WAY
STIPULATIONS**

1. The Holder, by accepting this right-of-way grant, agrees and consents to comply with and be bound by the following terms and conditions:
 - a. To the extent practicable, all Federal and State laws applicable to the authorized use and such additional Federal and State laws along with the implementing regulations that may be enacted and issued during the term of the grant.
 - b. That in construction, operation, maintenance, and termination of the authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, religion or national origin and all subcontracts shall include an identical provision.
 - c. To do everything reasonable within his or her power, both independently and upon request of the Authorized Officer, to prevent and suppress fires on or in the immediate vicinity of the right-of-way area. This includes making available such construction and maintenance forces as may be reasonably obtained for the suppression of fires.
2. Holder shall comply with all applicable federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the permit area or on facilities authorized under this permit. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
3. The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substances or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq. or the Resource Conservation and Recovery Act, 42 U.S. C. 6901 et. seq.) on the permit area (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
4. The Holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant.

5. The holder shall be responsible for control of noxious weed species on disturbed areas within the limits of the permit. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods.
6. Holder shall comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e. insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. A chemical shall not be used if the Secretary of Interior has prohibited its use. Only BLM approved herbicides will be used. The list of chemicals is periodically updated and can be obtained from the Shoshone Field Office. Pesticides shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license.
7. The holder shall construct, operate and maintain the facilities, improvements, and structures within the right-of-way limits (road, fence, cattle guard, and gates). If at any time the Holder wishes to reconstruct, remodel or relocate any portion of the right-of-way, or the improvements, prior written approval must be obtained from the Authorized Officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulations.
8. The authorized officer may suspend or terminate in whole or in part this right-of-way grant which has been issued when, in his or her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
9. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 4 inches deep, the soil shall be deemed too wet to adequately support construction equipment.
10. The Holder shall conduct all construction and maintenance activities in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. The Holder shall take resource conservation and protection measures on the right-of-way as the Authorized Officer deems reasonably necessary. Areas disturbed during construction or maintenance activities beyond the current conditions shall be reseeded with a seed mixture and rate of success to be determined by the Authorized Officer.
11. If snow removal from right-of-way area is undertaken, equipment used for snow removal operations shall be equipped with shoes to keep the blade 1.5 inches off the road surface. Holder shall take special precautions where the surface of the ground is uneven and at drainage crossings to ensure that equipment blades do not destroy vegetation.
12. The Holder shall keep the right-of-way clean by removal of any debris or waste resulting from construction and/or maintenance.
13. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.

14. Any cultural and/or paleontological resource (historic or prehistoric site object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
15. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
16. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.
17. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.

Attachment C

**Four Wire Antelope Fence
SPECIFICATIONS**

Steel Posts: Steel posts will be used between the brace posts. Posts will be 5 or 5½ feet in length and will be spaced approximately 12 feet apart or one rod. Posts will be driven approximately 18 inches into the ground.

Wood Posts: Wood posts will be 6 feet long with a 4 inch minimum top diameter. Posts will be set approximately 2 feet into the ground. After the posts have been set, they will be cut off to a uniform height at approximately 4 inches above the brace. Each set of brace posts will consist of 3 wood posts if the fence does angle at that point. Brace set-ups on each side of a gate will consist of 3 wood posts.

Wire: The top three strands will be barbed and the bottom strand will be smooth. Both types of wire will be 15½ gauge. Each ends will be wrapped twice around the wood post, twisted back on the stretched wire and stapled securely. Wires will be spaced above ground level as follows: Bottom wire – 16 inches, Second wire – 22 inches, Third wire – 28 inches and Top wire – 40 inches.

Staples: Staples will be 1½ inches long. They will be driven just deep enough to snug the wire without bending it.

Stays: Stays will be a 2 twisted wire stays will be evenly spaced between steel posts. Wire stay will not be attached to the bottom smooth wire.

Braces: Horizontal brace poles will be approximately 4-6 inches in diameter and will be approximately 6 feet in length. Pretreated poles or cedar poles will be used for horizontal braces. Brace setups consisting of 5 wooden posts will be installed at all breaks in alignment (5 posts Corner Panel). Stress panel will be spaced no more than 80 rods between each stress panel. Brace steps of 3 wood posts will be constructed on both sides of gates. There will be one horizontal wood brace, as previously described, between each of the wooded posts. Each of these horizontal brace poles will be located approximately 6 inches below the top of the top of the post, and each end of each brace pole will be notched approximately 1 2/3 inches into the post. All brace poles will be nailed, both top and bottom, to post. Nails used for this purpose will be 5 inch 40 penny nails. Double strands of 9 gauge guy wire will be placed between each set of wood posts. These wires will be tightened by twisting.