

## **Attachment 1, Section A - Guiding principles to process a relinquishment**

1. The BLM attaches preference to privately owned or leased base property. Terms and conditions included on the permit or lease specify the amount of forage allocation associated with the permittee's preference as well the specific parameters of grazing use (basically where, when, by how many animals, what kind of animal, etc.).
2. A grazing preference "relinquishment" is the voluntary and permanent surrender by an existing permittee or lessee, (with concurrence of any base property lienholder(s)), of their priority to use a livestock forage allocation on public land as well as their permission to use this forage. Relinquishments do not require the consent or approval by BLM.
3. The BLM's receipt of a relinquishment is not a decision for purposes of protest and appeal under 43 CFR 4160. However, any modification of the existing permit or lease or the issuance of a new permit or lease that results from the relinquishment will be implemented by a grazing decision that may be protested and appealed under 43 CFR 4160 and may be subject to the requirements of National Environmental Policy Act.
4. The BLM will not be a party to any agreement or contract that involves third-party compensation to a permittee or lessee for submitting a relinquishment to BLM.
5. The availability of forage for livestock grazing is a BLM decision determined through the Land Use Plan (LUP) process pursuant to Section 202 of the Federal Land Policy and Management Act (FLPMA). BLM's receipt of a relinquishment does not close areas to livestock grazing nor does it change the existing land use plan decisions regarding livestock grazing use within the planning area.
6. The LUP decisions that specify where livestock grazing will and will not be authorized on public land must be in compliance with statutory and regulatory requirements.
7. The LUP decisions that permit livestock grazing on public lands are not permanent and may be revisited at any time through the plan amendment or revision process.

8. When the BLM receives a relinquishment, this action ends the relinquishing party's permit or lease automatically and without further notice to the extent of the relinquishment. Thus, the relinquishment does not obligate the United States to compensate the relinquishing party for the adjusted value of an interest in authorized range improvements used in conjunction with a permit or lease (see Section 402(g) of FLPMA as codified at 43 CFR 4120.3-6(c)).
9. If the base property to which the preference is attached is encumbered or otherwise used to secure a financial or other obligation, then the preference holder must obtain the written consent of the base property lienholder(s) or entity(ies) holding the security interest and certify, on the letter of relinquishment. The BLM will not recognize as valid, or be bound by, any provisions that purport to make a relinquishment conditional upon specific action(s) by the Bureau. If such provisions accompany a proposal of relinquishment, the proponent will be informed that the relinquishment will not be processed and that the BLM will continue to administer their grazing preference and permit or lease on public lands accordingly.