

Final  
BLM Policy and Procedures  
for  
Issuance of “Long Term” Right-of-Way Grants  
and Easements Over Public Lands To Be  
Transferred Out of Federal Ownership

In accordance with

Right-of-way regulations, 43 CFR 2800/2880

June, 2007

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POLICY SUMMARY  
ISSUANCE OF “LONG TERM” RIGHT-OF-WAY GRANTS AND  
EASEMENTS UNDER 43 CFR PARTS 2800 AND 2880

1. Issuance of Right-of-Way (ROW) Grants with Perpetual Term. Under the Mineral Leasing Act, as amended (MLA), a ROW grant can only be issued for a maximum term of 30 years. The initial term of a ROW grant issued under the Federal Land Policy and Management Act of 1976, as amended (FLPMA) is primarily dependent upon a reasonable period needed to accomplish the purpose of the authorization. By policy, the BLM has determined that the maximum term for ROW grants issued under FLPMA shall generally not exceed 30 years, except that grants with terms of up to 50 years may be issued for major ROW facilities/systems such as a 230kV and larger electric transmission lines. “Long term” ROW grants may be issued for a term in excess of 50 years, including a perpetual term, only when 1) the public land involved is being conveyed out of Federal ownership; 2) the holder is willing to provide reciprocal access to the United States in the form of an easement; or 3) the grant is for State and Local Government highways and roads.
2. Conversion of Existing Term ROW Grants to Perpetual ROW Grants. Term ROW grants issued under FLPMA and most prior authorities (except the MLA) may only be converted, or reissued, into perpetual ROW grants under FLPMA when 1) the public land involved is being conveyed out of Federal ownership; 2) the holder is willing to provide reciprocal access to the United States in the form of an easement; or 3) the grant is for State and Local Government highways and roads.
3. Conversion of Existing ROW Grants to Easements. ROW grants, either term or perpetual, issued under FLPMA, the MLA, and most earlier authorities may only be converted, or reissued, into perpetual or term easements when the public land involved is being conveyed out of Federal ownership (i.e., sale, exchange, R&PP conveyance, Desert Land Entry, Carey Act, Indian Allotment, etc.).
4. MLA Term Limitations. When the public land involved is being transferred out of Federal ownership, ROW grants issued under the MLA may be either converted to a maximum 30-year term easement or a new 30-year term ROW. These 30-year authorizations will be renewed as long as the pipeline system is being operated and maintained according to the purposes originally granted, as required in 30 USC 185(n).
5. Exceptions. Long-term ROWs and easements will not be granted when it is determined that the administration of the ROW will be reserved to the United States in the patent and/or when a ROW is within a ROW corridor being reserved to the United States in the patent. A FLPMA ROW could be granted for a term greater than 30 years, but conversion to a perpetual ROW or easement (FLPMA or MLA) shall not be considered. In addition, easements shall not be considered when the land to be conveyed out of public ownership through an R&PP patent contains a reverter clause.

6. Notification to Holder and Disposal Proponent. The BLM shall notify ROW holders as early as possible of the opportunity to convert an existing authorization into a long-term ROW or easement and allow the holder 60 days to comment on 1) the impacts of the proposed disposal on the holder, and 2) whether or not the holder wishes to convert their authorized use to a long-term ROW or easement. The BLM shall also inform the disposal proponent of the opportunity for the ROW holder to convert an existing authorization at the earliest stages of the disposal process.

7. Content of Notification Letter to Holder. All ROW holders shall be informed of the options pertaining to their ROW grant when the land encumbered by the grant is considered for disposal, which may be constrained by the legal authority of the proposed disposal. The ROW holder will have the following options:

- a. Maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent would be issued "Subject To" the ROW, and the patentee would succeed to the interest of the United States, including administration of the ROW and the ability to collect future rent.
- b. Negotiate an easement with the prospective patentee that would become effective at the time of patent issuance.
- c. Submit an application to the BLM to amend the ROW, or portion thereof, to a term of perpetuity (30 years for MLA grants).
- d. Submit an application to the BLM to amend the ROW, or portion thereof, to a perpetual easement (30-year term easement for MLA grants).

The BLM will administer the ROW grant according to option "a" above unless requested differently by the grant holder.

8. Application Process for Long-Term ROWs and Easements. To convert an existing grant to a long-term grant or easement, the holder shall apply to BLM using a Standard Form SF-299. All application processing costs are fully cost recoverable utilizing the requirements contained in 43 CFR 2804. Monitoring costs shall not be assessed solely for the conversion of ROWs to long-term ROWs or easements. In the event that the disposal of public land does not occur, processing costs are not refundable.

9. Cost Recovery for Multiple Actions. When considering the proper cost recovery category, BLM will take into account the maximum number of authorizations that could be generated as a result of the disposal action, and determine the potential number of hours required to process the required number of authorizations. For example, if a linear ROW grant crosses three parcels considered for sale, and the holder wishes to convert the ROW grant to an easement, BLM will base its cost recovery determination on the estimated time necessary to process three easements, even if eventually one of the parcels does not sell or if one party purchases all three parcels.

Minor cost recovery category (1-4) fees are not refundable. Category 5 fees are determined by individual Master Agreements. Category 6 fees are partially or fully refundable depending on the administrative work required.

10. Rent. For conversion of a term ROW to a FLPMA easement or a MLA term easement, the one-time rental payment shall be based on the appraisal for the land disposal action and collected as though the ROW were a new authorization. Credit shall be given for “unused” rental previously paid on an actual dollar basis. In the event that the disposal of public land does not occur, advance rent paid in anticipation of the disposal action is refundable to the applicant.

11. Appraisal. The conversion from a term ROW to a perpetual ROW or easement could have value implications in an appraisal of the subject public land. If the land to be disposed of will require an appraisal, the BLM shall inform the appraiser immediately of those grant holders who wish to convert their existing authorizations to long-term ROWs or easements.

12. Unauthorized Use. Any unauthorized use of public land associated with the grant holder must be resolved, and any delinquent rents and penalties must be paid, before conversion to a long-term ROW or easement is allowed.

13. NEPA Analysis. The effects of ROWs, including any conversions, must be incorporated into the NEPA analysis for the conveyance. The Decision document must also address any conversions.

14. Public Notices. For those disposal actions requiring formal public notice such as a Notice of Realty Action or Notice of Exchange Proposal, the notice shall contain language informing the public of the opportunity for conversion of existing ROWs to long-term ROWs or easements.

15. Multiple Segments of One ROW/ Multiple ROWs with One Holder. Linear ROWs may involve both lands that are proposed for disposal, and those that are not. In this situation, BLM will issue one long-term ROW or easement for each portion of a single ROW. **In no situation shall BLM issue an easement for uses on lands that are not transferred out of Federal ownership.** Multiple authorizations or multiple holders shall not be grouped together under one long-term ROW or easement.

16. Lands That Do Not Leave Federal Ownership. In the event that the applicant has submitted proper documentation and fees to convert an authorization, and the lands proposed for disposal do not leave Federal ownership, the BLM authorized officer shall have the option, with the concurrence of the applicant, to retain the application, processing fees, and rental fees in anticipation of future disposal of the parcel.

17. Issuance of a Long-Term ROW or Easement. While all processing of an application for a long-term ROW or easement must be completed early in the disposal process, the actual ROW or easement shall not be issued until it is certain that the lands involved will be transferred out of Federal ownership. For sales and exchanges, escrow shall be required to complete the transaction. The escrow shall incorporate the recording of the long-term ROW or easement in conjunction with closing of the exchange, and escrow instructions shall specify that the perpetual ROW or easement be recorded before the patent. For R&PP conveyances (that do not contain a reverter clause), airport conveyances, Desert Land entries, Carey Act disposals, and Indian allotments, conversion to a long-term ROW or easement shall not be allowed until patenting of the parcel is assured. Costs to record the long-term ROW or easement are the responsibility of the holder.

18. Administration of Long-Term ROW Grants and Easements. BLM shall not administer long-term right-of-way grants after the lands involved leave Federal ownership. Instead, the grant shall be administered by the patentee/grantee, and their successors or assigns. A standard stipulation shall be added to all new grants confirming a transfer of administration in the event that the lands leave Federal ownership.

19. Ongoing Actions. The opportunity to convert a ROW grant shall not apply to any conveyance action for which 1) a Decision Record (DR) or Record of Decision (ROD) has been signed, or 2) a Notice of Realty Action or Notice of Decision has been published. For any conveyance action which has been initiated, but the DR/ROD has not been signed, the authorized officer may choose to allow conversion of ROWs depending on an analysis of the effects on timeframes and other factors, provided that the appraisal (if applicable) appropriately addresses the potential conversion. For exchanges in process, conversion of ROWs shall also be subject to the agreement of the proponent and amendment of the Agreement to Initiate. For R&PP leases/conveyances in process, the applicant should be notified as soon as possible that the conversion opportunity shall be a term and condition of the lease/conveyance.

## ISSUANCE OF “LONG TERM” RIGHT-OF-WAY GRANTS AND EASEMENTS UNDER 43 CFR PARTS 2800 and 2880

If there is a proposal to transfer public land administered by the BLM out of Federal ownership, and this land is encumbered by a right-of-way (ROW) grant, the BLM may negotiate new grant terms and conditions with the grant holder. For grants issued under Title V of the Federal Land Policy and Management Act of 1976 (FLPMA), this may include increasing the term of the grant, should the holder request it, to a perpetual grant or providing for an easement (43 CFR 2807.15(c)). For grants issued under Section 28 of the Mineral Leasing Act of 1920, as amended (MLA), this may include increasing the term of the ROW grant to a maximum 30 year period or providing for an easement with a term not to exceed 30 years (43 CFR 2886.15(c)).

Prior to the implementation of this policy, the BLM did not provide an opportunity for the holder to replace a ROW grant with an “easement” authorization, although many holders have requested such an option since the passage of the FLPMA. The term “right-of-way” includes an easement, lease, permit, or license to occupy, use, or traverse public lands granted for the purpose listed in Title V of FLPMA (43 U.S.C. 1702(f)). “Easements” are the typical instruments used by industry to secure approval for the siting of right-of-way facilities across private land. Holders believe that an “easement” authorization, especially whenever public land that their grant encumbers is proposed for transfer out of Federal ownership, provides more protection and security than does a typical ROW grant that BLM normally issues for such facilities across public lands.

The possibility of the conversion of existing land use authorizations to “long term” (defined as greater than 50 years in duration, including perpetuity) grants or easements **only** applies to ROWs issued under FLPMA. Other land use authorizations have regulatory maximum terms of issuance as described below:

<u>Type of Authorization</u>	<u>Maximum Term</u>	<u>CFR Reference</u>
Mineral Leasing Act ROW	30 years	43 CFR 2885.11(a)
Airport Lease	20 years	43 CFR 2911.1(d)
Recreation and Public Purpose (R&PP) Lease	20 years (non-profit) 25 years (government)	43 CFR 2912.1-1(a)
Section 302 (43 CFR 2920) Permit	3 years	43 CFR 2920.1-1(b)

Section 302 Leases do not have a specific maximum term, however, the term is limited to the time required to amortize the capital investment (43 CFR 2920.1-1(a)).

In this policy, an “easement” is an authorization issued under the regulations at 43 CFR Part 2800 or Part 2880. An easement issued under Sec. 302 of FLPMA and the regulations at 43 CFR Part 2920 cannot be granted for purposes authorized under other laws or regulations, including Title V of the FLPMA or section 28 of the MLA (see 43 CFR 2920.1-1 and 2920.1-1(c)).

Term ROW grants issued under FLPMA and most prior authorities (except the MLA) may only be converted, or reissued, into perpetual ROW grants when 1) the public land involved is being conveyed out of Federal ownership; 2) the holder is willing to provide reciprocal access to the United States in the form of an easement; or 3) the grant is for State and Local Government highways and roads.

ROW grants, either term or perpetual, issued under FLPMA, the MLA, and most earlier authorities may only be converted, or reissued, into perpetual or term easements when the public land involved is being conveyed out of Federal ownership (i.e., sale, exchange, R&PP conveyance, Desert Land Entry, Carey Act, Indian Allotment, etc.).

#### POLICY FOR TITLE V RIGHTS-OF-WAY

**AUTHORIZATION TERM:** Current policy (see WO IB No. 2006-006) is for the BLM's authorized officer to issue a ROW grant for the expected useful life of the authorized facility, with a term generally not to exceed 30 years. It is also standard practice that a ROW issued for a 30-year term contains a provision that it may be renewed if the expected useful life of the authorized facility would extend beyond the current term of the ROW. Terms greater than 30 years shall only be considered through an analysis of the factors described in 43 CFR 2805.11(b)(1): a) the public purpose served, b) the cost and useful life of the facility, c) time limitations imposed by licenses or permits required by other Federal agencies and state, tribal, or local governments, and d) the time necessary to accomplish the purpose of the grant, **AND** if the applicant/holder can demonstrate the 30 year term and provision for renewal is not sufficient. The burden of proof for the above criteria shall be on the applicant/holder. Except as noted below, in no event should the term exceed fifty (50) years, with the provision for renewal for a comparable time period. ROW grants issued with a term of 50 years should primarily be for major ROW projects, such as electric transmission lines 230 kV or larger in size. "Long term" ROW grants shall only be issued for a term in excess of 50 years, including a perpetual term when 1) the public land involved is being conveyed out of Federal ownership; 2) the holder is willing to provide reciprocal access to the United States in the form of an easement; or 3) the grant is for State and Local Government highways and roads. Each grant that BLM issues for 20 or more years will contain a provision requiring periodic review at the end of the twentieth year and subsequently at 10-year intervals. BLM may change the terms and conditions of the grant as a result of these reviews (43 CFR 2805.10(a)(3)).

Because of issues raised by some mortgagees (lenders) and title companies, perpetual ROWs may have been granted in the past for legal access to private inholdings. BLM policy will continue to be to grant reasonable access to private inholdings, but a term ROW with the right of renewal shall be granted, rather than a perpetual term, unless the applicant/holder can prove that a perpetual term is necessary to conform to a legal mandate or to mitigate an extreme financial hardship. The term of the ROW may be set to coincide with the term of the mortgage to protect the mortgagee's interest, and proof of the term of the mortgage must be provided for any requested ROW term greater than 30 years. If the property accessed by the ROW is sold, the

purchaser may apply for an amendment to the ROW (in addition to the assignment of the ROW) to adjust the term of the ROW to coincide with the purchaser's mortgage.

**EXCEPTIONS:** The following processes shall not apply when it is determined that administration of the ROW (or the land underlying the ROW) should be reserved to the United States in the patent and/or when a ROW is within a ROW corridor being reserved to the United States in the patent. A ROW could be granted for a term greater than 30 years as described above, but conversion to a perpetual ROW or easement shall not be considered.

This policy and the following processes shall apply to administratively-initiated actions and may not be applicable to legislatively-directed actions depending on the language, requirements, and/or time frames in the legislation. Review by the Solicitor's Office may be needed to determine the ability of conversion.

This policy and the following processes shall apply to conveyance actions involving Federally-owned surface estate, and shall not apply to conveyance actions involving reserved Federal interests such as mineral interests or reversionary interests. However, conveyance of certain reversionary interests may eliminate restrictions on the patentee's ability to negotiate new terms and conditions, including a new easement, with a ROW holder.

#### TYPE OF ROW FACILITIES:

Linear ROW Facilities: The following conversion processes shall primarily apply to linear ROWs, because the majority of ROW facilities authorized on public land are linear in nature. Most linear ROWs would be considered an encumbrance on the parcel, and therefore, a negative effect on land value because the ROW facilities would limit the ability of the surface owner to use certain portions of the property. However, these ROWs facilities could also have a positive effect on land value if they provide needed infrastructure (access, power, water, etc) to facilitate future development of the parcel. In any case, linear ROW facilities are generally not considered to be "income-producing" facilities for the underlying landowner.

Site-type ROW Facilities: Site-type ROWs, especially communication sites, shall be evaluated on a case-by-case basis, as to whether conversion to a long-term ROW or easement is appropriate. A communication site, with the holder's ability to lease tower and building space to various users, could be considered as an "income-producing" asset, and its use as a communication site might be that parcel's highest and best use. However, issuance of a perpetual ROW or easement with a one-time rental payment could eliminate the "income-producing" potential of that parcel for the subsequent owner, or at least reduce it significantly (the subsequent owner may still be able to lease unused portions of the parcel to new customers). On the other hand, if the highest and best use of the property would be for some other purpose, the site-type facility(ies) might be considered more of an encumbrance rather than an asset. Therefore, the decision to allow conversion of site-type term ROWs to perpetual grants or easements, shall be based

on what option would have the greatest benefit to the United States (e.g., monetary return) or would otherwise be in the best interest of the general public.

**GENERAL PROCESS FOR CONVERTING TERM ROWs TO PERPETUAL ROWs OR EASEMENTS:** The following processes describe actions to be taken to deal with existing authorized ROWs on lands being considered for conveyance out of Federal ownership. Similar actions shall be taken to deal with applications on file. Applicants with applications on file shall be given the opportunity to amend their applications, and, in these circumstances, the initial “grant” could be a perpetual ROW or easement.

Processes and timeframes for dealing with ROW applications shall be the same as for granted ROWs. However, because a perpetual ROW or easement shall not be issued until the public land would be patented, it may be necessary (and may be normal practice) to issue a term ROW and then convert it to a perpetual ROW or easement, depending on the applicant’s need to construct the facility and the time to process the conveyance (e.g., sale, exchange, R&PP) action and issue the patent. In those cases, the following processes shall apply. Cost recovery determinations shall consider both the initial term ROW grant and the subsequent conversion to a perpetual ROW or easement. If cost recovery fees have already been paid for the original ROW application, additional cost recovery fees shall be collected for the amendment to the application for the conversion.

The following processes shall be used to extend the terms of existing ROWs or to issue easements for existing facilities and generally shall not be considered an opportunity for a ROW holder to request an amendment to add to or modify the authorized facilities (e.g., a proposed substantial deviation in location or use). ROW holders shall be encouraged to submit any amendment applications involving these types of changes of facilities prior to the notification that the affected lands are being considered for conveyance out of Federal ownership or to negotiate such changes with the prospective patentee. Amendment applications involving a substantial deviation in location or use shall be rejected if the BLM’s authorized officer determines the processing of the conveyance action will be delayed. However, a reduction in the authorized width or termination of the portion of the ROW affected by the proposed conveyance may be considered. Any facility modifications must be appropriately evaluated (environmental analysis, appraisal, etc.) and appropriate notice must be given to the prospective patentee(s) and other ROW holders on lands subject to the ROW or near or adjacent to it.

In all conveyance actions, the prospective patentee shall be notified of the conversion opportunity available to the ROW holder(s). Although the right to appeal decisions affecting ROWs cannot be denied, actions to limit the ability of a prospective patentee to object to the conversion shall be taken and will vary depending on the type of conveyance. For Sec. 203 sales and exchanges, the conversion opportunity for ROWs shall be a term and condition of the conveyance (see Exhibits 1 and 2), and a prospective patentee could simply not bid on or purchase a parcel being offered for sale or to not accept a parcel in an exchange. For an R&PP lease/patent, a conversion opportunity shall be a lease stipulation (see Exhibit 3) that would

allow conversion of ROWs at the time of patent and could be appealed the same as any other term, condition, or stipulation at the time the lease would be granted. For desert land entries, Carey Act, and Indian allotments, the conversion opportunity for existing ROWs shall be a term and condition of classification, but the issuance of additional ROWs (and potential for conversion at the time of patent) after entry would be subject to the concurrence of the entryperson.

**MULTIPLE SEGMENTS/MULTIPLE PARTIES:** Conversion of a term ROW to a perpetual ROW or an easement could include multiple segments affected by multiple sale parcels. Because the parcels could be purchased by multiple parties and receipt of final payments and patenting of individual parcels may not occur simultaneously, issuance of multiple perpetual ROWs or easements in conjunction with specific closings of individual parcels shall generally occur. Combining multiple segments of a term ROW affected by multiple parcels into one perpetual ROW or easement may be considered when a single purchaser/exchange proponent is acquiring multiple parcels **and** the closing of all of the parcels can be combined in one transaction (e.g., escrow). Although issuance of multiple perpetual ROWs or easements can be accommodated under a single amendment application, the determination of the cost reimbursement category shall assume that multiple perpetual ROWs or easements shall be required. Multiple term ROWs issued to the same holder shall **not** be consolidated into one perpetual ROW or easement.

**NOTIFICATION:** When a parcel would be specifically considered for conveyance out of Federal ownership, all ROW holders shall be formally notified (certified mail) of the BLM's determination to reserve the administration of the ROW and/or the land encumbered by the ROW (see Exhibit 4), or of the voluntary opportunity to convert a ROW, or the portion thereof, within the parcel to a perpetual term (if not already done) or an easement (see Exhibit 5). It is recommended that the notification include a listing of all parcels being considered for conveyance, even if the ROW holder does not appear to be affected by every parcel, to allow the ROW holder to verify the BLM's adjudication. If voluntary conversion is possible, ROW holders shall be allowed sixty (60) days from receipt of the notification to respond in writing to BLM as to the option chosen. Any portion of a ROW not affected by the proposed conveyance shall continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

**CONTENT OF NOTIFICATION LETTER TO HOLDER:** The notice letter for possible conversion shall give the ROW holders the following options, except that Option 2 shall not be included in any R&PP case because of the prohibition against a R&PP patentee granting an easement (see WO IM 99-179 on 3<sup>rd</sup> party uses on R&PPs) and Option 4 shall not be included in any R&PP case in which the patent would be subject to reversion to the United States. The options available to the ROW holder are as follows:

- 1) Maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent would be issued "Subject To" the ROW, and the patentee would succeed to the interest of the United States, including administration of the ROW and the ability to collect future rent.
- 2) Negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. For direct sales and exchanges, the name of the prospective patentee shall be provided. For modified-competitive and competitive sales, the names of the apparent high bidders shall be available immediately after the sale date, but must be requested by the ROW holder. The prospective patentee and ROW holder shall jointly notify BLM in writing if agreement would be reached prior to patent, and if so, the patent would not be issued "Subject To" the ROW. If agreement would not be reached prior to the patent date, the decision shall automatically become Option 1, the status quo. Failure of the prospective patentee and the ROW holder to reach an agreement shall not be a reason to postpone issuance of the patent.
- 3) Submit an application to the BLM to amend the ROW, or portion thereof, to a perpetual term, if necessary, and make a one-time payment of rental to the BLM. The patent would be issued "Subject To" the amended ROW, and the patentee would succeed to the interest of the United States, including administration of the new ROW grant.
- 4) Submit an application to the BLM to amend the ROW, or portion thereof, to a perpetual easement, and make a one-time payment of rental to the BLM. The patent would be issued "Subject To" the easement, and the patentee would succeed to the interest of the United States, including administration of the easement.

The ROW holder shall have sixty (60) days from receipt of notification to respond to the BLM with their decision, and to submit any amendment application. In most cases, this shall be the only opportunity for the ROW holder to request conversion, and if the response would not be received by BLM within the established timeframe, the decision shall automatically become Option 1, the status quo. Any subsequent application for conversion during the processing of the conveyance action shall not be accepted. A future opportunity for conversion may be offered in cases where a parcel would not be sold or exchanged and would be offered again at some future date, but only if the parcel would be involved in a different action and required, at least, a new appraisal. For example, a sale parcel that did not receive a bid might be offered in the next sale under the same appraisal. In that case, an additional conversion opportunity shall not be provided.

**APPLICATION REQUIREMENTS:** Request for conversion shall be considered as an amendment to the ROW and shall require an application, payment of applicable application processing fees and rental, and would be subject to potential changes in terms, conditions, and stipulations.

A complete amendment application (Standard Form 299) (see Illustration 8) for each ROW requested for conversion must be received by the BLM within the 60-day response period following the initial notification. In the case of an easement application, submittal of the easement plat(s) may be deferred. If the easement plat is not submitted with the application, it must be received by the BLM no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER (for Sales and R&PP leases/conveyances) or the publication of the Notice of Decision in the newspaper (for land exchanges). When a ROW is affected by multiple sale parcels, a separate easement plat will be required for each portion of the ROW within each parcel.

The responses from affected ROW holders shall be received prior to the submission of the appraisal request for the affected parcel(s) and the information shall be included in the appraisal request. If it is determined that the ROW rental should be derived from an appraisal, the valuation for the parcel shall be utilized to establish the rental in accordance with the rental regulations. In cases where an appraisal is not needed for the affected parcel(s), (e.g., R&PP to a government for recreation purposes), but an appraisal is required to determine the one-time rent payment, the appropriate time for the request of the appraisal will be based on the anticipated date of the conveyance of the parcel.

**APPLICATION FEES and RECORDING COSTS:** The conversion of an existing term grant to a perpetual grant or easement is considered an amendment application and is subject to the collection of processing fees pursuant to 43 CFR 2804.14. Monitoring fees shall not be required solely for the conversion of an ROW to either a perpetual ROW or to an easement at the time of conveyance of the parcel. Exemptions to application processing fees (43 CFR 2804.16 and 2884.13) are applicable to applications for conversion. Although issuance of multiple perpetual ROWs or easements can be accommodated under a single amendment application, the determination of the cost reimbursement category shall assume that multiple perpetual ROWs or easements shall be required. The need for an appraisal for rental determination shall be a factor in determining the applicable cost recovery category.

The holder shall also be required to submit funds to cover costs of recording the perpetual ROW or easement in the applicable County records, and these funds are required even if the Holder is exempt from application processing fees or rental.

**UNAUTHORIZED USE:** Any unauthorized use associated with the ROW, or any outstanding trespass action, shall be resolved and any delinquent rents and penalties must be paid before processing the amendment application and approving the conversion from a term grant to a perpetual grant or easement.

**NEPA COMPLIANCE:** For all conveyance actions, analysis of the effects on ROWs, including any conversions, shall be incorporated into the NEPA analysis for the conveyance. The decision document for the conveyance can also address any conversions, or separate decisions can be issued for the conveyance and the conversions.

**RENTAL:** For conversion of a term ROW to a FLPMA easement or a term MLA easement, the

one-time rental payment shall be based on the appraisal for the land disposal action, if any, and assessed as though the ROW were a new authorization. The BLM will make no attempt at determining the value of the rights held under the old ROW grant versus the rights to be obtained by the holder with the new easement document, and will not base the one-time rental payment of the easement on the difference in those rights. As a condition of obtaining the easement, the holder agrees to relinquish the previous ROW grant upon issuance of the easement document at the time the land transfers from Federal ownership. Credit shall be given for “unused” rental previously paid only on an actual dollar basis. Rental exemption provisions at 43 CFR 2806.14 are applicable to new long-term FLPMA grants or easements issued under this policy. In the event that the disposal of public land does not occur, advance rent paid in anticipation of the disposal action is refundable to the applicant.

Each ROW shall be treated separately, even if co-located (wholly or partially overlaps) with other ROWs, when computing the one-time rental payment. In other words, no discounts or adjustments shall be made for co-located ROWs as each ROW holder is liable for full rental value to the United States regardless of co-location.

If the one-time rental payment would be determined by a Federally-approved appraisal, the rental shall not be affected by any competitive bidding on the affected parcel. The need for an appraisal for rental determination shall be a factor in determining the applicable cost recovery category.

Existing perpetual ROWs would not need to be amended if the property was conveyed out of Federal ownership, but the holder shall be provided the opportunity to pay the one-time rental payment (if not already paid) which shall be calculated in accordance with current regulations and policy. No additional rental shall be owed for any existing perpetual ROW for which the one-time rental has already been paid. However, the holder could choose to convert the perpetual ROW to an easement, and if so, the conversion shall be processed as an amendment, and may be subject to additional rental.

For conversion of a term ROW to a perpetual ROW or easement, a one-time rental payment shall be collected as though the ROW or easement was a new authorization. Credit shall be given only for “unused full-year” rental previously paid and shall be on a prorated, actual dollar basis. For example, if a holder had paid \$100 for a ten-year period five years and six months before the date of conveyance (patent issuance) of the public land, there would be five “unused” years prorated at \$10 per year, and the credit would be \$50. If the holder is converting from a perpetual ROW grant (held 10 full years, for example) to an easement, and the holder had paid \$1,000 as a one-time rent payment for the perpetual grant, the credit for the unused years is determined by dividing the one-time payment (\$1,000) by 100 or \$10 per year. This amount is then multiplied by the remaining full years (based on a 100 year term) since issuance of the grant. In this example, the credit would be \$900 (90 multiplied by \$10 = \$900.00). The one-time rental payment must be submitted in full prior to issuance of the perpetual ROW or easement. Individuals shall not be allowed to make incremental payments.

All rental payments for easements shall be deposited in the same financial fund accounts as other ROW rental payments.

**FAILURE TO PROVIDE REQUIRED INFORMATION OR PAYMENTS TIMELY:** Failure of the ROW holder to submit required information or payments within required timeframes will subject the amendment application to rejection, and the patent shall be issued “Subject To” the original ROW (the status quo). Requests for time extensions must be in writing and may be approved by the BLM’s authorized officer if processing of the conveyance action will not be delayed. Failure of the ROW holder to submit required information or payments within required timeframes shall not be a reason to postpone conveyance processing, including issuance of the patent.

**ISSUANCE OF A LONG-TERM ROW OR EASEMENT:** All processing of an application for a long-term ROW or easement must be completed early in the disposal process, however, the actual ROW or easement shall not be issued until it is certain that the lands involved will be transferred out of Federal ownership. This is due to the possibility of default on a sale; the possibility that an exchange, or portion thereof, would not be consummated (e.g., value equalization or protest and appeal); the possibility that an R&PP lease might never be patented; or the possibility that the final proof of a desert land entry, Carey Act, or Indian allotment might never occur.

Unless other satisfactory arrangements are approved in advance by the BLM’s Authorized Officer, conveyance of title shall generally be through the use of escrow, and use of escrow can be a term and condition of the conveyance (see Exhibit 1 for sample language). The escrow shall incorporate the recording of the long-term ROW or easement in conjunction with closing of the conveyance, and escrow instructions shall specify that the perpetual ROW or easement be recorded before the patent. For R&PP conveyances (that do not contain a reverter clause), airport conveyances, Desert Land entries, Carey Act disposals, and Indian allotments, conversion to a long-term ROW or easement shall not be allowed until patenting of the parcel is assured. Costs to record the long-term ROW or easement are the responsibility of the holder.

Any superiority that a ROW would have is based on the date the ROW grant was issued. The superiority of a perpetual ROW or easement shall be based on the date of issuance of the original ROW which is being converted and shall not be affected by the date on which the perpetual ROW or easement is issued or recorded. However, it is recommended that all perpetual ROWs and easements related to a conveyance be issued on the same date, and the escrow instructions specify recording in the same order as the dates of the original ROW grants.

**ADMINISTRATION OF LONG-TERM ROW GRANTS AND EASEMENTS:** Questions have been raised concerning the effect of Federal regulations and BLM’s continuing management role for ROWs, or portions thereof, on lands conveyed out of Federal ownership when the land or administration of the ROW is not reserved in the patent/deed. BLM shall not administer long-term ROW grants after the lands involved leave Federal ownership. Instead, the grant or easement shall be administered by the patentee/grantee, and their successors or assigns. The

stipulation in Exhibit 6A shall be a standard stipulation in all ROW grants, including perpetual ROW grants. The stipulation in Exhibit 6B shall be included in all easements issued when the lands are being conveyed out of Federal ownership.

**ONGOING ACTIONS:** This policy shall not apply to any conveyance action for which a Decision Record (DR) or Record of Decision (ROD) has been signed, especially if a Notice of Realty Action (NORA) or Notice of Decision (NOD) has been published. For any conveyance action which has been initiated, but the DR/ROD has not been signed, the authorized officer may choose to allow conversion of ROWs depending on an analysis of the effects on timeframes and other factors, provided that the authorized officer shall ensure the appraisal appropriately addresses the conversion, including completion of a new appraisal or appraisal update if necessary.

For exchanges in process, conversion of ROWs shall also be subject to the agreement of the proponent and amendment of the Agreement to Initiate. For R&PP leases/conveyances in process, the applicant shall be notified as soon as possible that the conversion opportunity shall be a term and condition of the lease/conveyance. Notification of affected ROW holders shall occur as soon as possible.

For a R&PP lease for which a patent has not yet been requested, conversion of ROWs shall be subject to the agreement of the holder. However, conversion of ROWS shall be included as a term and condition of the lease at the time of renewal or amendment to the lease, and the following processes shall apply at that time.

**RECORDS MANAGEMENT:** Existing case types in LR2000 for ROWs shall be considered applicable to perpetual ROWs and easements. If conversion to a perpetual ROW or easement only affects a portion of the original ROW or if multiple perpetual ROWs or easements must be issued, a new serial number shall be assigned to each perpetual ROW or easement, and references to the original ROW serial number and the conveyance case file should be included in the general remarks. Case parting (assigning case suffixes) shall not be utilized. A new action code ("Perpetual right-of-way issued") and modification of action code 345 ("Easement issued") to include Title V and MLA authorizations shall be requested. Until the new or revised action codes are implemented, action code 304 ("Auth Amended/Modified") shall be utilized to document the issuance of a perpetual ROW or easement and the type of authorization shall be referenced in the general remarks. Notation on the master title plats (MTPs) of perpetual ROWs and easements issued at the time of conveyance shall not be mandatory, but may occur at each State's discretion. All perpetual ROWs and easements shall be noted in the historical indices (HIs). After the patent is issued, applicable notations when lands are transferred out of Federal ownership shall be made in LR 2000 for the original ROW and the perpetual ROWs and easements.

**PROCESS FOR CONVERSION AS IT RELATES TO EACH TYPE OF CONVEYANCE ACTION:** Following is the process for conversion as it relates to each type of conveyance action:

## SEC. 203 SALES

Illustration 7 is an example sale and ROW/Easement timeline for a competitive sale with an oral auction. This illustration identifies the critical actions and associated timeframes that must be adhered to in order to convert an existing term ROW grant into a perpetual ROW grant or a perpetual easement at the time the sale parcel leaves Federal ownership.

1. For non-competitive (direct) sales, the prospective patentee shall be notified of the conversion opportunity available to the ROW holder(s) at the time of determination to proceed with the sale. For modified-competitive and competitive sales, the conversion opportunity would be included in the information available to all prospective bidders that lists encumbrances affecting the parcel(s). For all sales, the conversion opportunity would be considered a term and condition of the sale identified in the Notice of Realty Action (NORA) (see Exhibit 1) and other supporting documentation.

2. ROW holders shall be formally notified through a letter for all sales (see Exhibits 4 and 5). ROW holders shall be notified at the beginning of processing of the sale, and it is recommended it be done in conjunction with the publication and mailing of a “segregation” NORA (see WO IM 2007-063). The notification letter (Exhibit 5) states that the ROW holder has sixty (60) days from receipt of the notification letter to notify the BLM, in writing, as to which conversion option, if any, they wish to pursue. The end of this required 60-day response period (from the ROW holder) shall be a date prior to the request for an appraisal for the subject lands. The notification shall not be a decision subject to appeal rights as it will not change the existing terms and conditions of the ROW except at the ROW holders' discretion. ROW holders shall also be mailed a NORA published in conjunction with the decision on the proposed sale. [NOTE: Although the recommended practice is to publish the NORA after the decision on the sale is made, the regulations do not specify when the NORA must be published].

3. A response by the ROW holder must be in writing, and shall include, at a minimum, a letter addressing the holder's selection of the options. If conversion of the ROW would be selected, the response shall also include an application for amendment of the ROW.

4. Determination of the cost reimbursement category and collection of the appropriate application processing fees shall be done as soon as possible after receipt of the letter from the holder.

5. The appraisal request for the public land parcel shall include information on affected ROWs and whether or not conversion had been requested by the holders. If appropriate, the appraisal request shall include valuation of the ROWs/easements to determine rental.

6. Any amendment application for conversion to a perpetual ROW or easement shall be processed concurrently with the sale and analyzed in the same NEPA document. The decision document shall address the conversion of applicable ROWs.

7. Conversion to a perpetual ROW or easement shall not be allowed until final payment for the sale parcel is received and patenting of the parcel is assured. The offer shall be issued immediately after the sale (e.g., auction date) and it would be known that an acceptable bid was received on the property. The offer shall clearly state that issuance of the perpetual ROW or easement will be contingent upon final payment by the purchaser and completion of the sale. The due date for acceptance of the offer, including necessary payments (rental and recording fees), should be within 30 days after the sale date (the time period under 43 CFR 2711.3-1(f) for the acceptance or rejection of an offer to purchase). The rental payment shall be held in a suspense account pending the receipt of the final payment for the sale parcel and issuance of the patent. Issuance of the perpetual ROW or easement shall occur immediately prior to patent. The authorized officer for issuing a perpetual ROW shall be the same as for the original grant. The authorized officer for issuing an easement shall be the same as for the patent. Use of escrow shall be required for all sales involving ROW conversions to incorporate the recording of the perpetual ROW or easement in conjunction with closing of the sale, and escrow instructions shall specify that the perpetual ROW or easement be recorded before the patent. Failure of the holder to return the offer and submit the payments within the allowable time period could subject the perpetual ROW or easement to rejection. If the perpetual ROW or easement would be rejected, the patent shall be issued subject to the ROW under the status quo conditions.

If no bids would be received for a sale parcel or in the event of a default on a sale parcel (i.e., failure by the bidder to make the final payment), the BLM's authorized officer shall have the discretion, with the concurrence of the applicant, to hold the application for the perpetual ROW or easement in abeyance pending the possible reoffering and future sale of the parcel. If the one time rental payment has been submitted by the holder, the holder shall be given the option of a refund of the one-time rental payment or of BLM continuing to hold the money in suspense. If the rental payment is held in suspense, the holder shall be liable for additional rental payments depending on rental increases that may occur in the interim.

## EXCHANGES

1. The exchange proponent (prospective patentee) shall be notified of the conversion opportunity available to the ROW holder(s). It is recommended language be included in the Agreement to Initiate an Exchange (ATI) (see Exhibit 2).
2. ROW holders shall be formally notified through a letter for all exchanges (see Exhibits 4 and 5). This letter shall be sent in conjunction with the publication and mailing of the Notice of Exchange Proposal (NOEP) and the required 60-day response period shall be concurrent with the 45-day comment period following the initial publication of the NOEP. The end of the 60-day period shall be a date prior to an appraisal for the subject lands being requested. The notification shall not be a decision subject to appeal rights as it will not change the existing terms and conditions of the ROW except at the ROW holders' discretion.
3. Same as #3 under Sec. 203 Sales.

4. Same as #4 under Sec. 203 Sales.
5. Same as #5 under Sec. 203 Sales.
6. Same as #6 under Sec. 203 Sales. ROW holders shall be mailed a Notice of Decision (NOD) concurrently with publication of the NOD.

7. Conversion to a perpetual ROW or an easement shall not be allowed until patenting of the parcel is assured. The offer should be issued immediately after the close of the 45-day comment period following publication of the NOD and it is known if the decision has been protested. The offer shall clearly state that issuance of the perpetual ROW or easement shall be contingent upon conveyance of the underlying land in the exchange. The due date for return of the offer and necessary payments (rental and recording fees) should be within 30 days after the offer is made. As the closing of the exchange could occur at any time (barring receipt of a protest) after the 60-day "Governor's notice" period following publication of the NOD (see 43 CFR 2200.0-6(m)), the time allowed for the holder's return of the offer shall be a factor in the negotiation of the closing date with the exchange proponent. It is also recommended that issuance of the perpetual ROW or easement be referenced in any binding exchange agreement. Issuance of the perpetual ROW or easement shall occur immediately prior to patent. The authorized officer for issuing a perpetual ROW shall be the same as for the original grant. The authorized officer for issuing an easement shall be the same as for the patent. In accordance with 43 CFR 2201.9(a), simultaneous transfer of title (generally through escrow) is the standard practice, and use of escrow shall be required for all exchanges involving ROW conversions. The escrow for the exchange shall incorporate the recording of the perpetual ROW or easement in conjunction with closing of the exchange, and escrow instructions shall specify that the perpetual ROW or easement be recorded before the patent. Failure of the holder to return the offer and submit the payments within the allowable time period could subject the perpetual ROW or easement to rejection. If the perpetual ROW or easement would be rejected, the patent shall be issued subject to the ROW under the status quo conditions.

If the parcel of public land would be excluded from the exchange because of resource conflicts, equalization, etc., it shall be determined if the application for the perpetual ROW or easement should be rejected or if it should be held in abeyance pending the likelihood of, and timeframes for, possible future sale or exchange of the parcel.

## R&PP LEASE/CONVEYANCES

1. The prospective applicant/lessee/patentee shall be notified of the conversion opportunity available to the ROW holder(s). It is recommended that the conversion opportunity be addressed in any pre-application conferences. A standard stipulation shall be included in all R&PP leases to that effect and allowing for a minimum 60-day period for ROW holders to respond after notification of a patent request (see Exhibit 3). The conversion opportunity shall be considered a term and condition of the R&PP lease/patent identified in the Notice of Realty Action (NORA) (see Exhibit 7).
2. ROW holders shall be formally notified through a letter for all R&PPs (see Exhibits 8, 9, and 10). This letter shall be sent at the beginning of processing of the R&PP and the end of the required 60-day response date shall be a date prior to an appraisal (if required) for the subject lands being requested. For R&PP lease/patents or patents subject to reversion, conversion to a perpetual ROW shall not occur until the time of patent issuance, and the BLM shall continue to administer ROWs in the interim. Conversion to an easement shall not be considered for any R&PP patent subject to reversion, but can be considered for R&PP patents for landfills or similar sites that are not subject to reversion under 43 CFR Subpart 2743. The notification shall not be a decision subject to appeal rights as it would not change the existing terms and conditions of the ROW except at the ROW holders' discretion. ROW holders shall also be mailed a NORA concurrently with publication of the NORA. [NOTE: Although the recommended practice is to publish the NORA after the decision on the R&PP is made, the regulations do not specify when the NORA must be published].
3. Same as #3 under Sec. 203 Sales.
4. Same as #4 under Sec. 203 Sales.
5. For R&PP leases/conveyances to governmental entities for recreational purposes or for purposes subject to special pricing, an appraisal would not be required. If an appraisal would be needed to determine the one-time rental payment, it would have to be requested. However, the timing for requesting, completing, and approving the appraisal and having an effective appraised value at the time of the conveyance would be an issue because it would not be known when the R&PP lessee would request patent. A requirement shall be included in any lease that would allow sufficient time to complete or update the appraisal after patent is requested. For R&PP leases/conveyances to non-profit entities and to governmental entities for which an appraisal would be needed, the appraisal request for the public land parcel shall include information on affected ROWs and whether or not conversion had been requested by the holders. If appropriate, the appraisal request shall include valuation of the ROWs/easements to determine rental.
6. Same as #6 under Sec. 203 Sales.

7. Failure of the holder to accept the offer within the allowable time period specified in the offer could subject the amendment to rejection. If the amendment would be rejected, the patent shall be issued subject to the ROW under the status quo conditions.

8. Conversion to a perpetual ROW or easement shall not be allowed until patenting of the parcel is assured. The one-time rental payment and recording fees shall be requested in writing by certified mail after the request for patent is received from the R&PP lessee, the completion of the compliance inspection verifying that “substantial compliance” has been achieved, and the completion of an appraisal or appraisal update, if necessary. The due date for payment shall be within 30 days after holder’s receipt of the payment notice. The rental payment shall be held in a suspense account pending the receipt of the final payment for the R&PP patent. Issuance of the perpetual ROW or easement shall occur immediately prior to patent. The authorized officer for issuing the perpetual ROW shall be the same as for the original grant. The authorized officer for issuing the easement shall be the same as for the patent. Use of escrow shall be required for all R&PP conveyances involving ROW conversions to incorporate the recording of the perpetual ROW or easement in conjunction with closing of the R&PP, and escrow instructions shall specify that the perpetual ROW or easement be recorded before the patent. Failure of the holder to submit payment within the allowable time period could subject the easement to rejection. If the easement would be rejected, the patent shall be issued subject to the ROW under the status quo conditions.

If the R&PP lease would be terminated, it would have to be determined if the application for the perpetual ROW or easement should be rejected or if it should be held in abeyance pending the likelihood of, and timeframes for, possible future disposal (i.e., sale, exchange, R&PP) of the parcel.

If it was determined that substantial compliance for the R&PP had not been achieved, the application for the perpetual ROW or easement shall be held in abeyance pending the further development of the parcel by the R&PP lessee and possible future disposal of the parcel when substantial compliance would be achieved.

#### AIRPORT CONVEYANCES, DESERT LAND ENTRIES, CAREY ACT, AND INDIAN ALLOTMENTS

The process for airport conveyances, desert land entries, Carey Act, and Indian allotments shall be essentially the same as for R&PP lease/conveyances.

## POLICY FOR MLA RIGHTS-OF-WAY

TERM MLA ROW: When a parcel would be specifically considered for conveyance out of Federal ownership, MLA ROW holders shall be formally notified in the same manner as described for Title V ROW holders and would be given the same opportunity for response. The notice letters (see Exhibit 11, Exhibit 12, and Exhibit 13) for possible amendment would give the MLA ROW holders the following options, except that Option 2 shall not be included in any R&PP case because of the limitation on 3<sup>rd</sup> party uses in R&PP patents (see WO IM 99-179):

- 1) Maintain the MLA ROW under its current terms and conditions, including expiration date (status quo). The patent would be issued "Subject To" the MLA ROW, and the patentee would succeed to the interest of the United States, including administration of the MLA ROW and the ability to collect future rent.
- 2) Negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. For direct sales and exchanges, the name of the prospective patentee could be provided. For modified-competitive and competitive sales, the names of the apparent high bidders would be available immediately after the sale date. The prospective patentee and MLA ROW holder would jointly notify BLM in writing if agreement was reached prior to patent, and if so, the patent would not be issued "Subject To" the ROW. If agreement was not reached prior to the patent date, the decision would automatically become Option 1, the status quo. Failure of the prospective patentee and ROW holder to reach an agreement would not be a reason to postpone issuance of the patent.
- 3) Submit an application to the BLM to amend the MLA ROW, or portion thereof, to a new 30-year term, and make a one-time payment to BLM of rental for the 30-year term. The patent would be issued "Subject To" the MLA ROW, and the patentee would succeed to the interest of the United States, including administration of the MLA ROW.
- 4) Submit an application to the BLM to amend the MLA ROW, or portion thereof, to an MLA easement with a 30-year term, and make a one-time payment of rental to BLM for the 30-year term. The patent would be issued "Subject To" the MLA easement, and the patentee would succeed to the interest of the United States, including administration of the MLA easement.

Processing actions and timeframes for MLA ROWs and easements would be the same as described above for Title V ROWs.

PERPETUAL MLA ROW: Any perpetual MLA ROW (issued before 1973) would not need to be amended if the property was conveyed out of Federal ownership, but the holder shall be provided the opportunity to pay the one-time rental payment which shall be calculated as described above for a Title V easement. However, the holder could choose to convert the perpetual MLA ROW to a 30-year term MLA ROW or easement, and if so, the conversion shall be processed as a new authorization.

#### POLICY FOR PRE-FLPMA RIGHTS-OF-WAY

Any pre-FLPMA ROW (granted under an authority repealed by FLPMA) cannot be amended or renewed under the original authority and any conversion or other changes must be processed under the authority of Title V as a new authorization (see 43 CFR 2807.22(e)). The holder may apply for a perpetual ROW or easement for that portion of the pre-FLPMA ROW affected by the conveyance action. Such an application shall be considered as a voluntary relinquishment of the pre-FLPMA ROW, or portion thereof, which would occur simultaneously with the issuance of the perpetual ROW or easement. The pre-FLPMA ROW can remain in effect for any portion of the ROW not affected by the conveyance action. The holder may also apply, in the same application, for conversion of the remaining portions of the pre-FLPMA ROW to a term Title V ROW, and application processing fees, monitoring fees, and rental would be calculated accordingly.

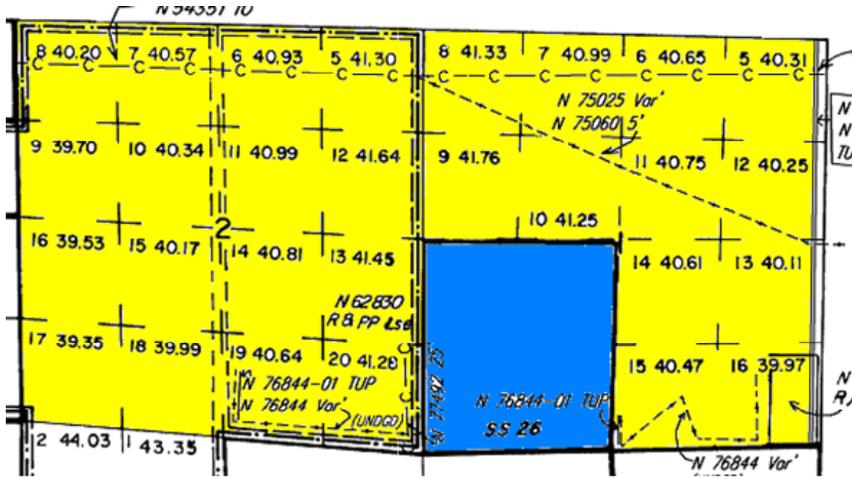
Any perpetual pre-FLPMA ROW would not need to be amended if the property was conveyed out of Federal ownership, but the holder shall be provided the opportunity to pay the one-time rental payment which shall be calculated as described above for a Title V easement. However, the holder could choose to convert the pre-FLPMA ROW to a perpetual Title V ROW or easement, and if so, the conversion shall be processed as a new authorization.

#### COMPLIANCE WITH CUSTOMER SERVICE STANDARDS

The timeframe associated with processing the conversions of a ROW shall be dependent upon the timeframe for the processing and completion of the related conveyance action. In most cases, conversion will not occur within the 60-day timeframe identified in the customer service standards in 43 CFR 2804.25 (c) and 2884.21(b). Field Offices shall comply with the customer service standards, including the requirement for written notification to the holder/applicant if the processing of the application will take longer than 60 calendar days. Field Offices are advised to make appropriate entries into LR2000 to document such notifications.

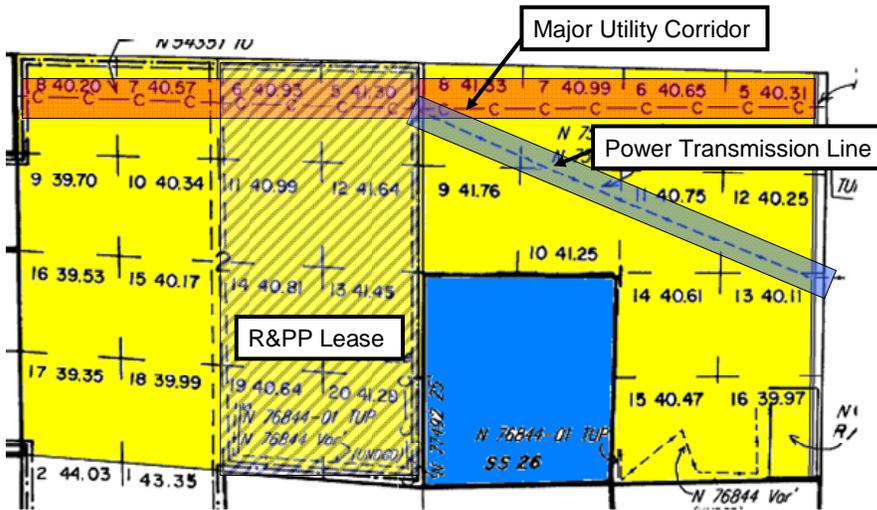
## LIST OF ILLUSTRATIONS

- Illustration 1. Illustration of a sample BLM Master Title Plat showing multiple ownership and land use authorizations.
- Illustration 2. Illustration highlighting typical land use authorizations.
- Illustration 3. Illustration showing potential land tenure disposal strategy.
- Illustration 4. Illustration showing potential land sale outcome.
- Illustration 5. Illustration showing how BLM retention/disposal strategy can affect conversion of a linear ROW to an easement.
- Illustration 6. Illustration showing desired elements of an Easement Exhibit “A”.
- Illustration 7. Illustration showing Sale and ROW/Easement Timeline for Competitive Sale.
- Illustration 8. Illustration showing completed application form (SF 299) to amend an existing term ROW grant to a perpetual ROW grant or a term or perpetual easement.



Processing a "Typical" ROW over Lands That May Leave Federal Ownership

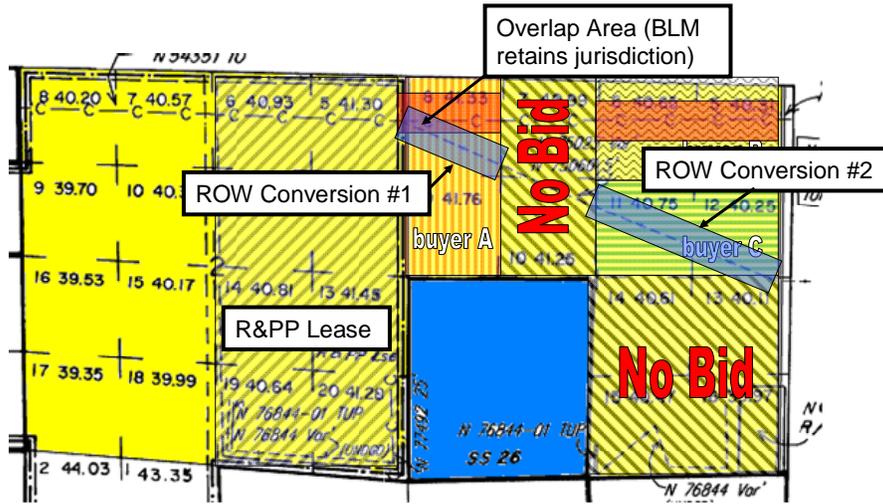
Illustration 1. Illustration of a sample BLM Master Title Plat showing various use authorizations.



BLM Land Use Authorizations Overlay

Illustration 2. Illustration highlighting typical land use authorizations.

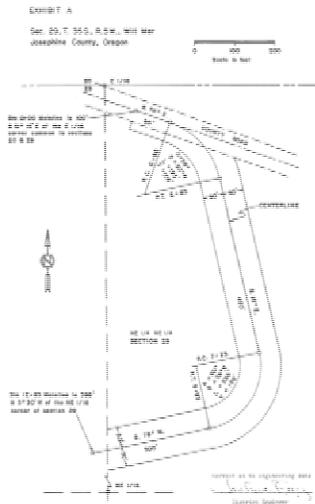




**BLM ROW Conversion Scenario**

Illustration 5. Illustration showing how BLM retention/disposal strategy can affect conversion of a linear ROW to an easement.

## Elements of ROW – Easement Exhibit “A”



- Properly Label “Exhibit A”
- Include North Arrow
- Scale Bar vs. Numeric Scale (1”=200’).
- Separate Exhibit(s) for each conveyance.
- Label legal subdivisions.
- Direction and distance from known corner(s) to both beginning and ending points.
- Include dimensions (width), directions and distances for easement on plat or on separate table.
- No ambiguous terminology.
- Exhibits on letter or legal size paper preferred.

Illustration 6. Illustration showing desired elements of an Easement Exhibit “A”.

**ILLUSTRATION 7: EXAMPLE SALE AND ROW/EASEMENT TIMELINE  
COMPETITIVE SALE WITH ORAL AUCTION**

NOTE: Sale actions are in white background and associated ROW/easement actions are in grey background; not all sale or ROW/easement actions are shown.

<u>CALENDAR DATE</u>	<u>ELAPSED TIME*</u>	<u>ACTION</u>
4/1/06	-368	Preliminarily Identification of Sale Parcels
4/2/06	-367	Initial Adjudication (identify legal descriptions, encumbrances, etc.)
5/18/06	-321	Finalize Identification of Sale Parcels
6/1/06	-308	Mail Initial Notifications (Certified Mail) to ROW Holders
⊠ 6/8/06	-301	Receipt of Notifications by ROW Holders
⊠ 8/7/06	-241	Last Day for Receipt of Conversion Letters/Applications from ROW Holders
8/21/06	-227	Mail Cost Recovery Category Decisions (Certified Mail) to ROW Holders
⊠ 8/28/06	-220	Receipt of Cost Recovery Decisions by ROW Holders
⊠ 9/27/06	-190	Last Day for Receipt of Cost Recovery from ROW Holders
10/1/06	-185	Request Appraisals
12/28/06	- 91	Sign Decision Record for Sale
12/28/06	- 91	Sign Decision Record for ROW Conversions
12/29/06	- 90	Publication of Notice of Realty Action (NORA) in <i>Federal Register</i> and newspapers (Preferred date is 90 days before sale; publication must be at least 60 days before sale)
12/29/06	- 90	Mail Copies of NORA to Interested Parties including Row Holders
2/1/07	- 60	Submission of Appraisals for Review and Approval
⊠ 2/27/07	- 30	Last Day for Receipt of Easement Plats from ROW Holders
3/1/07	- 30	Approval of Appraised Values for Parcels
4/2/07	- 2	Last Day for Receipt of Sealed Bids
4/3/07	- 1	Opening of Sealed Bids
4/4/07	<b>0</b>	<b>Sale (Auction) Date</b>
4/5/07	+ 1	Mail Perpetual Row/Easement Offer Letters (Certified Mail) to ROW Holders
5/4/07	+ 30	Last Day to Send "High Bidder" Notifications
⊠ 5/4/07	+ 30	Last Day for Receipt of Perpetual ROW/Easement Offers, One-time Rental Payments, and Recording Fees from ROW Holders
10/1/07	+180	Last Day for Final Payments for Sale Parcels
† 10/3/07	+182	Issue Perpetual ROWs/Easements; Mail Decision Letters and Duplicate Copies of Perpetual ROWs/Easements to Holders
10/4/07	+183	Issue Patent and Send Package (Overnight Delivery) to Escrow Agent

\* Auction Date = Day 0; - = Days Before Auction Date; + = Days After Auction Date

⊠ Action Required by ROW Holders

† Action by Field Office for Perpetual ROW, Action by State Office for Easement

Illustration 8, page 1: Illustration showing completed application form (SF 299) to amend an existing term ROW grant to a perpetual ROW grant or a term or perpetual easement.

STANDARD FORM 299 (1/2006) Prescribed by DOI/USDA/DOT P.L. 96487 and Federal Register Notice 5-22-95		<b>APPLICATION FOR TRANSPORTATION AND                  UTILITY SYSTEMS AND FACILITIES                  ON FEDERAL LANDS</b>	FORM APPROVED OMB NO. 1004-0189 Expires: November 30, 2008
<b>NOTE:</b> Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.		<b>FOR AGENCY USE ONLY</b>	
1. Name and address of applicant <i>(include zip code)</i> <b>ABC Corporation</b> <b>123 Main Street</b> <b>Anywhere, NV 11111</b>		Application Number  Date filed	
2. Name, title, and address of authorized agent if different from Item 1 <i>(include zip code)</i> <b>Mr. John Doe, Vice President</b> <b>(same address as Item #1)</b>		3. TELEPHONE <i>(area code)</i> Applicant <b>(123) 456-7890</b> Authorized Agent <b>(123) 456-7890 ext. 100</b>	
4. As applicant are you? <i>(check one)</i> a. <input type="checkbox"/> Individual b. <input checked="" type="checkbox"/> Corporation* c. <input type="checkbox"/> Partnership/Association* d. <input type="checkbox"/> State Government/State Agency e. <input type="checkbox"/> Local Government f. <input type="checkbox"/> Federal Agency * If checked, complete supplemental page		5. Specify what application is for: <i>(check one)</i> a. <input type="checkbox"/> New authorization b. <input type="checkbox"/> Renewing existing authorization No. c. <input checked="" type="checkbox"/> Amend existing authorization No. <b>NVN-00000</b> d. <input type="checkbox"/> Assign existing authorization No. e. <input type="checkbox"/> Existing use for which no authorization has been received* f. <input type="checkbox"/> Other* *If checked provide details under Item 7	
6. If an individual, or partnership are you a citizen(s) of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
7. Project description <i>(describe in detail):</i> (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction <i>(Attach additional sheets, if additional space is needed).</i> <b>FOR TITLE V EASEMENT:</b> Amend (convert) the portions of existing right-of-way NVN-00000 across lands being considered for conveyance out of Federal ownership to perpetual easements. Maps showing the affected portions of the right-of-way are attached. Easement plats are being prepared in conformance with BLM standards and will be submitted at a later date. <b>FOR PERPETUAL TITLE V RIGHT-OF-WAY:</b> Amend (convert) the portions of existing right-of-way NVN-00000 across lands being considered for conveyance out of Federal ownership to perpetuity. Maps showing the affected portions of the right-of-way are attached. <b>FOR MLA EASEMENT:</b> Amend (convert) the portions of existing right-of-way NVN-00000 across lands being considered for conveyance out of Federal ownership to 30-year term easements. Maps showing the affected portions of the right-of-way are attached. Easement plats are being prepared in conformance with BLM standards and will be submitted at a later date. <b>FOR MLA RIGHT-OF-WAY:</b> Amend (convert) the portions of existing right-of-way NVN-00000 across lands being considered for conveyance out of Federal ownership to a new 30-year term. Maps showing the affected portions of the right-of-way are attached.			
8. Attach a map covering area and show location of project proposal			
9. State or local government approval: <input type="checkbox"/> Attached <input type="checkbox"/> Applied for <input checked="" type="checkbox"/> Not required			
10. Nonreturnable application fee. <input type="checkbox"/> Attached <input type="checkbox"/> Not required			
11. Does project cross international boundary or affect international waterways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If "yes," indicate on map)</i>			
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested. <b>The ABC Corporation is the holder of record of right-of-way NVN-00000, is a public utility company, and has the technical and financial capability to construct, operate, maintain, and terminate the right-of-way for which the amendment is being requested.</b>  <b>Corporate information for the ABC Corporation is on file with the BLM's Outback Field Office.</b>			
(Continued on page 2)		This form is authorized for local reproduction.	

Illustration 8, page 2: Illustration showing completed application form (SF 299) to amend an existing term ROW grant to a perpetual ROW grant or a term or perpetual easement.

13a. Describe other reasonable alternative routes and modes considered.  
N/A

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to cross Federal Lands

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)  
N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.  
**This is an existing authorized facility.**

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.  
**This is an existing authorized facility.**

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.  
**Environmental effects are described in the environmental analysis prepared for the issuance of right-of-way NVN-00000.**

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.  
**Environmental effects are described in the environmental analysis prepared for the issuance of right-of-way NVN-00000.**

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does **not** include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.  
**None.**  
**or**  
**Hazardous materials will be used, produced, transported, or stored as currently authorized in right-of-way NVN-00000.**

20. Name all the Department(s)/Agency(ies) where this application is being filed.  
**Bureau of Land Management**

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant	Date
------------------------	------

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3) (SF-299, page 2)

## LIST OF EXHIBITS

Exhibit 1	Language for Sale NORAs
Exhibit 2	Language for Agreements to Initiate a Land Exchange
Exhibit 3	Stipulations for R&PP Leases
Exhibit 4	Template Notification Letter to All ROW Holders, Reservation of Right-of-Way, Sales and Exchanges
Exhibit 5	Template Notification Letter to ROW Holders, Potential for Conversion of Title V Right-of-Way, Sales and Exchanges
Exhibit 6A	Stipulation for ROWs
Exhibit 6B	Stipulation for Easements
Exhibit 7	Language for R&PP NORAs
Exhibit 8	Template Notification Letter to All ROW Holders, Reservation of Right-of-Way, R&PP
Exhibit 9	Template Notification Letter to ROW Holders, Potential for Conversion of Title V Right-of-Way, R&PPs Subject to Reversion
Exhibit 10	Template Notification Letter to ROW Holders, Potential for Conversion of Title V Right-of-Way, R&PPs Not Subject to Reversion
Exhibit 11	Template Notification Letter to ROW Holders, Potential for Amendment of MLA Right-of-Way, Sales and Exchanges
Exhibit 12	Template Notification Letter to ROW Holders, Potential for Amendment of MLA Right-of-Way, R&PPs Subject to Reversion
Exhibit 13	Template Notification Letter to ROW Holders, Potential for Conversion of MLA Right-of-Way, R&PPs Not Subject to Reversion
Exhibit 14	Sample Perpetual Nonexclusive Easement for ROW Holders of Title V Right-of-Way
Exhibit 15	Sample Term Nonexclusive Easement for ROW Holders of MLA Right-of-Way
Exhibit 16	Plat Exhibit Guidelines

EXHIBIT 1  
LANGUAGE FOR SALE NORAS

All parcels are subject to valid existing rights. Parcels may also be subject to applications received prior to publication of this Notice if processing the application would have no adverse effect on the marketability of title, or the Federally-approved fair market value (FMV), of a parcel. Encumbrances of record, appearing in the BLM public files for the parcels proposed for sale, are available for review during business hours, x:xx a.m. (XST) to x:xx p.m. (XST), Monday through Friday, at the BLM xxxxxxxx Field Office. Subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the parcels may be given the opportunity to amend the right-of-way for conversion to a new term, including perpetuity, if applicable, or to an easement.

Unless other satisfactory arrangements are approved in advance by the BLM's Authorized Officer, conveyance of title shall be through the use of escrow. Designation of the escrow agent shall be through mutual agreement of the BLM and the prospective patentee, and costs of escrow shall be borne by the prospective patentee.

EXHIBIT 2  
LANGUAGE FOR AGREEMENTS TO INITIATE A LAND EXCHANGE

Patent to the Federal Lands in the exchange shall be issued subject to all valid existing rights, including land use authorizations granted by the United States, under the terms and conditions in existence at the time of patent. Subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the Federal Lands may be given the opportunity to amend the right-of-way for conversion to a new term, including perpetuity, if applicable, or to an easement. The Proponent hereby acknowledges notification of, and agreement to, such opportunities for conversion of rights-of-way. [NOTE: the first 2 sentences could also be inserted into the NOEP]

EXHIBIT 3  
STIPULATIONS FOR R&PP LEASES

The Lessee may request patent after development in accordance with the approved Plan of Development has been completed, or substantial development has occurred indicating that the project will be completed in its entirety. A minimum of ninety (90) days shall be required from the date a patent request is submitted to the Authorized Officer to allow notification of holders of lands authorizations.

The Lease is issued subject to all valid existing rights. Patent to the Federal Lands within the lease area, if issued, shall be subject to all valid existing rights at the time of patent, including authorizations granted by the United States, under the terms and conditions in existence at the time of patent. Subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the Federal Lands may be given the opportunity to amend

the right-of-way for conversion to a new term, including perpetuity, if applicable, or to an easement.

EXHIBIT 4  
TEMPLATE NOTIFICATION LETTER TO ALL ROW HOLDERS  
RESERVATION OF RIGHT-OF-WAY  
SALES AND EXCHANGES

[2200][2710]  
2800  
(ROW serial number ) N-xxxxx  
(Sale/Exchange serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way N-xxxxx has been proposed for [sale][exchange] (BLM Serial Number N-xxxxx) under the authority of Section [203][206] of the Federal Land Policy and Management Act of 1976 (FLPMA):

Legal Description of Sale/Exchange Parcel(s)  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR [2807.15(b)][2886.15(b)] entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your right-of-way. This letter [for exchanges add: and the enclosed Notice of Exchange Proposal] is formal notification of the proposed [sale][exchange] and that the BLM has determined that administration of the portion(s) of Right-of-Way N-xxxxx that cross the above-described lands shall be reserved to the United States in any patent issued for the above-described lands. Therefore, all future management actions relative to this right-of-way, (e.g., amendment, payment of rental, and termination) shall continue to be processed through the BLM's xxxxxxx Field Office.

No response to this notice is required. If you have any questions, please contact [name], [title], at the above address (telephone: xxx-xxx-xxxx). Please also be advised you will receive additional notification when the [Notice of Realty Action (NORA)][Notice of Decision (NOD)] is published. The date of that publication is not yet known.

Sincerely,

Name  
Field Manager

Enclosure (for exchanges)  
Notice of Exchange Proposal

[NOTE: When multiple ROWs issued to an entity would be affected, all affected ROWs could be included in one notification; however, if the entity holds both FLPMA and MLA ROWs that would be affected, it is recommended that the notifications for the FLPMA ROWs and the MLA ROWs not be combined. An enclosure identifying the legal descriptions of the parcel(s) and ROWs encumbering each parcel could be considered in lieu of identifying the legal descriptions and ROWs in the body of the notification. It should also be clear that a separate application for each ROW must be submitted.]

EXHIBIT 5  
TEMPLATE NOTIFICATION LETTER TO ROW HOLDERS  
POTENTIAL FOR CONVERSION OF TITLE V RIGHT-OF-WAY  
SALES AND EXCHANGES

[2200][2710]  
2800  
(ROW serial number ) N-xxxxx  
(Sale/Exchange serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for [sale][exchange] (BLM Serial Number N-xxxxx) under the authority of Section [203][206] of the Federal Land Policy and Management Act of 1976 (FLPMA):

Legal Description of Sale/Exchange Parcel  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR 2807.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter [for exchanges add: and the enclosed Notice of Exchange Proposal] is formal notification of the proposed [sale][exchange] and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed [sale][exchange] will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

- 1) You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States in all matters relating to the

management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You can attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. [For direct sales, exchanges, and R&PP conveyances, use the following language: “The name and address of the prospective patentee is \_\_\_\_\_”] [For modified-competitive and competitive sales, use the following language: “Upon request, the name(s) and address(es) of the apparent high bidder(s) of the sale parcel(s) shall be available immediately after the sale date”]. You and the prospective patentee must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure of you and the prospective patentee to reach an agreement shall not be justification to postpone issuance of the patent.

3) You may request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amendment grant shall require a one-time payment of rental in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that a perpetual ROW shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not [sold][exchanged] and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

4) You may request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and

must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action), and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that an easement shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and the patentee would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not [sold][exchanged] and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the [Notice of Realty Action in the FEDERAL REGISTER][Notice of Decision in the newspaper] for the proposed [sale][exchange]. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed [sale][exchange], including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If your **complete** written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact [name], [title], in this office at the above address (telephone: xxx-xxx-xxxx).

Sincerely,

Field Manager

[NOTE: When multiple ROWs issued to an entity would be affected, all affected ROWs could be included in one notification; however, if the entity holds both FLPMA and MLA ROWs that would be affected, it is recommended that the notifications for the FLPMA ROWs and the MLA ROWs not be combined. An enclosure identifying the legal descriptions of the parcel(s) and ROWs encumbering each parcel could be considered in lieu of identifying the legal descriptions and ROWs in the body of the notification. It should also be clear that a separate application for each ROW must be submitted.]

EXHIBIT 6A  
STIPULATION FOR ALL ROWS

In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

EXHIBIT 6B  
STIPULATION FOR EASEMENTS

In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the Grantee apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all matters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the easement shall be considered a civil matter between the Grantee and the Grantor's successors and assigns.

EXHIBIT 7  
LANGUAGE FOR R&PP NORAS

FOR R&PPS SUBJECT TO REVERSION

Lease and/or patent of the public land shall be subject to valid existing rights. Subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the lease area may be given the opportunity to amend the right-of-way for conversion to a new term, including perpetuity, if applicable.

FOR R&PPS NOT SUBJECT TO REVERSION

Lease and/or patent of the public land shall be subject to valid existing rights. Subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the parcels may be given the opportunity to amend the right-of-way for conversion to a new term, including perpetuity, if applicable, or to an easement.

EXHIBIT 8  
TEMPLATE NOTIFICATION LETTER TO ALL ROW HOLDERS  
RESERVATION OF RIGHT-OF-WAY  
R&PP

2740/2800  
(ROW serial number ) N-xxxxx  
(R&PP serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for lease/conveyance (BLM Serial Number N-xxxxx) under the authority of the Recreation and Public Purposes (R&PP) Act of 1926, as amended:

Legal Description of R&PP Parcel(s)  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR [2807.15(b)][2886.15(b)] entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your right-of-way. This letter is formal notification of the proposed R&PP lease/conveyance and that the BLM has determined that administration of the portion(s) of ROW N-xxxxx that cross the above-described lands shall be reserved to the United States in any patent issued for the above-described lands. Therefore, all future management actions relative to this ROW (e.g., amendment, payment of rental, and termination), shall continue to be processed through the BLM's xxxxxx Field Office.

No response to this notice is required. If you have any questions, please contact [name], [title], at the above address (telephone: xxx-xxx-xxxx). Please also be advised you will receive additional notification when the [Notice of Realty Action (NORA)] is published. The date of that publication is not yet known.

Sincerely,  
  
Field Manager

EXHIBIT 9  
TEMPLATE NOTIFICATION LETTER TO ROW HOLDERS  
POTENTIAL FOR CONVERSION OF TITLE V RIGHT-OF-WAY  
R&PPS SUBJECT TO REVERSION

2740  
2800  
(ROW serial number ) N-xxxxx  
(R&PP serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for lease/conveyance (BLM Serial Number N-xxxxx) under the authority of the Recreation and Public Purposes (R&PP) Act of 1926, as amended:

Legal Description of Proposed R&PP Parcel  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR 2807.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed R&PP lease/conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed R&PP lease/conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

1) You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The lease, if authorized, and the patent, if issued, would be subject to the ROW. The BLM would continue to administer the ROW so long as the lands are under lease. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You may request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. The BLM would continue to administer the ROW under its existing terms, conditions, and stipulations so long as the lands are under lease. The R&PP patent, if issued, would be subject to the perpetual ROW. Issuance of an amendment grant immediately prior to patent issuance shall require a one-time payment of rental in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused full-year" portion of the rental on a prorated, actual dollar basis. Please be aware that the perpetual ROW shall only be granted if the public land is conveyed out of Federal ownership. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not patented and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose Option 2, your response must include the complete application to amend the ROW. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed R&PP lease/conveyance, including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested

selection after the 60-day time period shall not be considered. If your **complete** written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact [name, [title], in this office at the above address (telephone: xxx-xxx-xxxx).

Sincerely,

Name  
Field Manager

EXHIBIT 10  
TEMPLATE NOTIFICATION LETTER TO ROW HOLDERS  
POTENTIAL FOR CONVERSION OF TITLE V RIGHT-OF-WAY  
R&PPS NOT SUBJECT TO REVERSION

2740  
2800  
(ROW serial number ) N-xxxxx  
(R&PP serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for conveyance (BLM Serial Number N-xxxxx) under the authority of the Recreation and Public Purposes (R&PP) Act of 1926, as amended:

Legal Description of Proposed R&PP Parcel  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR 2807.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed R&PP conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed R&PP conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

1) You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The R&PP patent, if issued, would be subject to the ROW. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You may request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. The R&PP patent, if issued, would be subject to the perpetual ROW. Issuance of an amendment grant immediately prior to patent issuance shall require a one-time payment of rental in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that a perpetual ROW shall only be granted if the public land is conveyed out of Federal ownership, and the ROW shall continue to be administered by BLM under its existing terms and conditions in the interim. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not patented and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

3) You may request amendment of the ROW to convert the ROW to an easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. The R&PP patent, if issued, would be subject to the easement. Issuance of an easement immediately prior to patent issuance shall require a one-time payment of rental (determined by the appraisal for the land disposal action), and must be submitted in full prior to issuance of an easement. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the

ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that an easement shall only be granted if the public land is conveyed out of Federal ownership, and the ROW shall continue to be administered by BLM under its existing terms and conditions in the interim. The patent, if issued, would be subject to the easement. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not patented and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 2 or Option 3, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed R&PP lease/conveyance. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed R&PP lease/conveyance, including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested selection after the 60-day time period shall not be considered. If your complete written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact [name, [title], in this office at the above address (telephone: xxx-xxx-xxxx).

Sincerely,

Name  
Field Manager

EXHIBIT 11  
TEMPLATE NOTIFICATION LETTER TO ROW HOLDERS  
POTENTIAL FOR AMENDMENT OF MLA RIGHT-OF-WAY  
SALES AND EXCHANGES

[2200][2710]  
2880  
(ROW serial number ) N-xxxxx  
(Sale/Exchange serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for [sale][exchange] (BLM Serial Number N-xxxxx) under the authority of Section [203][206] of the Federal Land Policy and Management Act of 1976 (FLPMA):

Legal Description of Sale/Exchange Parcel  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR 2886.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter [for exchanges add: and the enclosed Notice of Exchange Proposal] is formal notification of the proposed [sale][exchange] and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed [sale][exchange] will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

- 1) You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and

conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You can attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. [For direct sales and exchanges, use the following language: “The name and address of the prospective patentee is \_\_\_\_\_”] [For modified-competitive and competitive sales, use the following language: “Upon request, the name(s) and address(es) of the apparent high bidder(s) of the sale parcel(s) shall be available immediately after the sale date”]. You and the prospective patentee must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure of you and the prospective patentee to reach an agreement shall not be justification to postpone issuance of the patent.

3) You may request amendment of the ROW to establish a new 30-year term for the ROW. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting extension of the existing ROW for a new 30-year term. Issuance of an amendment grant shall require a one-time payment of rental for the new 30-year term in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that the amended-term ROW shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the amended-term ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not [sold][exchanged] and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

4) You may request amendment of the ROW to convert the ROW to an easement with a 30-year term. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and

must indicate in Item 7 that you are requesting conversion of the existing ROW to an easement with a 30-year term. Issuance of an easement shall require a one-time payment of rental for the 30-year term in accordance with the regulations, and must be submitted in full prior to issuance of an easement. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that an easement shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and the patentee would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not [sold][exchanged] and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the [Notice of Realty Action in the FEDERAL REGISTER][Notice of Decision in the newspaper] for the proposed [sale][exchange]. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed [sale][exchange], including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If your **complete** written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact [name], [title], in this office at the above address (telephone: xxx-xxx-xxxx).

Sincerely,

Field Manager

[NOTE: When multiple ROWs issued to an entity would be affected, all affected ROWs could be included in one notification; however, if the entity holds both FLPMA and MLA ROWs that would be affected, it is recommended that the notifications for the FLPMA ROWs and the MLA ROWs not be combined. An enclosure identifying the legal descriptions of the parcel(s) and ROWs encumbering each parcel could be considered in lieu of identifying the legal descriptions and ROWs in the body of the notification. It should also be clear that a separate application for each ROW must be submitted.]

R&PPS SUBJECT TO REVERSION

2740  
2880  
(ROW serial number ) N-xxxxx  
(R&PP serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for lease/conveyance (BLM Serial Number N-xxxxx) under the authority of the Recreation and Public Purposes (R&PP) Act of 1926, as amended:

Legal Description of Proposed R&PP Parcel  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR 2886.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed R&PP lease/conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed R&PP lease/conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

- 1) You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The lease, if authorized, and the patent, if issued, would be subject to the ROW. The BLM would continue to administer the ROW so long as the lands are under lease. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the

patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You may request amendment of the ROW to establish a new 30-year term for the ROW. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting extension of the existing ROW for a new 30-year term. The BLM would continue to administer the ROW under its existing terms, conditions, and stipulations so long as the lands are under lease. Issuance of an amendment grant immediately prior to patent issuance shall require a one-time payment of rental for the new 30-year term in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis. Please be aware that the amended-term ROW shall only be granted if the public land is conveyed out of Federal ownership. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not patented and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose Option 2, your response must include the complete application to amend the ROW. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed R&PP lease/conveyance, including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested selection after the 60-day time period shall not be considered. If your **complete** written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact [name, [title], in this office at the above address (telephone: xxx-xxx-xxxx).

Sincerely,

Name  
Field Manager

EXHIBIT 13  
TEMPLATE NOTIFICATION LETTER TO ROW HOLDERS  
POTENTIAL FOR CONVERSION OF MLA RIGHT-OF-WAY  
R&PPS NOT SUBJECT TO REVERSION

2740  
2880  
(ROW serial number ) N-xxxxx  
(R&PP serial number) N-xxxxx  
(NV-xxx)

CERTIFIED MAIL NO.  
RETURN RECEIPT REQUESTED

ROW Holder  
Address  
City, State Zip

Gentlemen:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) N-xxxxx has been proposed for conveyance (BLM Serial Number N-xxxxx) under the authority of the Recreation and Public Purposes (R&PP) Act of 1926, as amended:

Legal Description of Proposed R&PP Parcel  
containing xx.xx acres, more or less, in xxxxxxxx County, Nevada.

The regulations at 43 CFR 2886.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed R&PP conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed R&PP conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

1) You can maintain the ROW under its current terms and conditions, including expiration date (status quo). The R&PP patent, if issued, would be subject to the ROW. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You may request amendment of the ROW to establish a new 30-year term for the ROW. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting extension of the existing ROW for a new 30-year term. The BLM would continue to administer the ROW under its existing terms, conditions, and stipulations so long as the lands are under lease. Issuance of an amendment grant immediately prior to patent issuance shall require a one-time payment of rental for the new 30-year term in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that the amended term ROW shall only be granted if the public land is conveyed out of Federal ownership. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not patented and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

3) You may request amendment of the ROW to convert the ROW to an easement with a 30-year term. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the easement. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to an easement with a 30-year term. The R&PP patent, if issued, would be subject to the term easement. Issuance of an easement immediately prior to patent issuance shall require a one-time payment of rental for the 30-year term in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to

any previous rental paid for the ROW, however credit for rental previously paid shall be given for the “unused” portion of the rental on a prorated, actual dollar basis. Please be aware that a term easement shall only be granted if the public land is conveyed out of Federal ownership, and the ROW shall continue to be administered by BLM under its existing terms and conditions in the interim. The patent, if issued, would be subject to the term easement. At this time, it is not known if, or when, the applicant would qualify for patenting of the subject land, but, at such time a patent would be issued, the patentee would succeed to the interest of the United States in all matters relating to the management of the term easement. Any disputes over compliance with the use and the terms and conditions of the term easement would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not patented and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 2 or Option 3, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed R&PP lease/conveyance. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed R&PP lease/conveyance, including issuance of the patent, and will subject the amendment application to rejection.

This shall be your **only** opportunity to select one of the above options, and any requested selection after the 60-day time period shall not be considered. If your complete written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact [name, [title], in this office at the above address (telephone: xxx-xxx-xxxx).

Sincerely,

Name  
Field Manager

EXHIBIT 14  
 SAMPLE PERPETUAL NONEXCLUSIVE EASEMENT FOR ROW HOLDERS  
 OF  
 TITLE V RIGHT-OF-WAY

BLM Serial Number "N-\_\_\_\_"

EASEMENT  
 U.S. DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT

THIS EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the UNITED STATES OF AMERICA, acting by and through the U.S.D.I. Bureau of Land Management (BLM), and its assigns, hereafter referred to as "Grantor", whose address is \_\_\_\_\_, and \_\_\_\_\_, (hereafter referred to as "Grantee").

WITNESSETH:

GRANTOR, for and in consideration for the sum of \_\_\_\_\_ Dollars (\$\_\_.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761 et seq., as amended, does hereby convey to Grantee, its successors, and assigns, a perpetual non-exclusive easement for \_\_\_\_\_ (describe rights conveyed) [e.g. Road, Pipeline, Electric Transmission, Electric Distribution, Gas, Communications Facilities] hereinafter called ("Facilities"), which includes but is not limited to surveying, constructing, erecting, operating, adding to, altering, inspecting, maintaining, repairing, reconstructing, and removing said Facilities, and includes other fixtures and appurtenances connected therewith, together with the right of ingress and egress over the following described lands owned by the United States in the County of \_\_\_\_\_, State of \_\_\_\_\_, and administered by the Grantor:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR COMPLETE DESCRIPTION OF THE EASEMENT PROPERTY [Describe smallest aliquot part parcel over which the ROW passes and is being transferred out of Federal ownership, and include a map or exhibit. Include all BLM lands burdened by the rights conveyed showing the location of appurtenant access routes together with the "facilities," on easement exhibit A.]

SAID EASEMENT IS SUBJECT TO THE FOLLOWING PROVISIONS: [The following ten provisions are standard provisions and will be included in all easements. Additional special provisions may be added as needed case-by-case, based on specific needs of the Holder/Grantee. Include provisions in body of easement, as shown below, or Attach as an Exhibit B.]

1. In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the Grantee apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all matters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the easement shall be considered a civil matter between the Grantee and the Grantor's successors and assigns.
2. Grantee shall have at all times rights of ingress and egress over and to the herein-described Easement Property for the purposes set forth herein.
3. Except as expressly set forth herein, Grantor shall not construct, or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property. Grantor shall not permit any activity that in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.
4. Grantee, as to Grantor's Property, shall have the right, but not the obligation, to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgment of Grantee may interfere with or endanger the facilities installed herein. Except in emergency situations, every effort shall be made by the Grantee to provide reasonable notice to the Grantor of actions described herein.
5. Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted, provided, however that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.
6. Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Property and to construct, maintain, and use gates in all said existing walls and fences at its expense, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device for both Grantor and Grantee.
7. In the event Grantor causes fences or walls to be constructed across the Easement Property, Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee, in said fences or walls. Grantor and Grantee each shall have the right to install, maintain and use gates across said openings and shall make provisions for a

multiple locking device for use by both Grantor and Grantee if said gates are locked.

8. Mere non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.

9. Grantor does not assume any liability for injury or damage to any persons or property incidental to or that may arise during and in consequence of the use, maintenance, improvement or repair of the Easement Property by the Grantee.

10. In the event Grantee records a document to formally abandon the Easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove Facilities placed upon the Easement Property within a reasonable time subsequent to such abandonment, to abandon below-ground Facilities in place and to access the Easement Property for the purpose of removing Facilities.

*[Following is a provision appropriate for utility corridor right-of-ways involving below ground facilities. Insert immediately following standard provision number 2 and re-number remaining required provisions as appropriate.]*

1. Notice is hereby given that the Easement Property may contain underground utilities and the location of said utilities must be verified as required by [State Revised Statute, Section, Blue Stake Law] prior to any excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with Federal, State, and local laws regulations and rules.

*[Following are sample provisions that would be appropriate for a simple access road easement. Insert immediately following standard provision number 2 and re-number remaining required provisions as appropriate.]*

1. Grantee shall cause the [road] which is located on the Easement Property to be maintained in good repair during periods of use by grantee or its licensees and to be left in as good a condition or better as prior to such use of the road by the Grantee.

2. Grantor, its successors and assigns, reserves title to all timber, now or hereafter growing, standing or down, within the Easement Property. Grantee may clear brush and fell any timber within the Easement Property and danger trees adjacent to the Easement Property for construction, operation and maintenance of a road. Merchantable trees shall be bucked into standard log lengths and decked adjacent to the Easement Property and on the Grantors property in a manner suitable for loading with mobile loading equipment.

THIS GRANT OF EASEMENT replaces *[[all] or [a portion]] of* and supersedes *[a portion of]* that certain Bureau of Land Management Right-of-Way Grant N-\_\_\_\_\_ only as to the property described in Exhibit "A". The terms contained herein shall run with the land and extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), licensees, assigns and lessees of the Grantor and Grantee, and all rights may be assigned.

TO HAVE AND TO HOLD, all and singular, the said premises granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR UNITED STATES OF AMERICA:

\_\_\_\_\_  
(Signature of Authorized BLM Officer)

\_\_\_\_\_  
(Title)

AGENCY ACKNOWLEDGEMENT

STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who, being duly sworn, did say that (he)(she) is the \_\_\_\_\_ of the Bureau of Land Management and that (he)(she) executed the foregoing instrument by authority of and in behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.

SEAL

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

FINAL

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EXHIBIT A  
Easement Plat

EXHIBIT B  
EASEMENT PROVISIONS  
EASEMENT N -

*[As an alternative to listing the provisions in the body of the easement document, provisions may be included in an exhibit (Exhibit B) attached to the easement. The Following ten provisions are standard provisions and will be included in all easements. Additional special provisions may be added as needed case-by-case, based on specific needs of the Holder/Grantee.]*

1. In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the Grantee apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all matters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the easement shall be considered a civil matter between the Grantee and the Grantor's successors and assigns.
2. Grantee shall have at all times rights of ingress and egress over and to the herein-described Easement Property for the purposes set forth herein.
3. Except as expressly set forth herein, Grantor shall not construct, or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property. Grantor shall not permit any activity that in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.
4. Grantee, as to Grantor's Property, shall have the right, but not the obligation, to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgment of Grantee may interfere with or endanger the facilities installed herein. Except in emergency situations, every effort shall be made to provide reasonable notice to Grantor of planned actions.
5. Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted, provided, however that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.
6. Grantee shall have the right to construct, modify and maintain access openings at such

locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Property and to construct, maintain, and use gates in all said existing walls and fences at its expense, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device for both Grantor and Grantee.

7. In the event Grantor causes fences or walls to be constructed across the Easement Property, Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee, in said fences or walls. Grantor and Grantee each shall have the right to install, maintain and use gates across said openings and shall make provisions for a multiple locking device for use by both Grantor and Grantee if said gates are locked.

8. Mere non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.

9. Grantor does not assume any liability for injury or damage to any persons or property incidental to or that may arise during and in consequence of the use, maintenance, improvement or repair of the Easement Property by the Grantee.

10. In the event Grantee records a document to formally abandon the Easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove Facilities placed upon the Easement Property within a reasonable time subsequent to such abandonment, to abandon below-ground Facilities in place and to access the Easement Property for the purpose of removing Facilities.

*[Following is a provision appropriate for utility corridor right-of-ways involving below ground facilities. Insert immediately following standard provision number 2 and re-number remaining required provisions as appropriate.]*

1. Notice is hereby given that the Easement Property may contain underground utilities and the location of said utilities must be verified as required by [State Revised Statute, Section, Blue Stake Law] prior to any excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with Federal, State, and local laws regulations and rules.

*[Following are sample provisions that would be appropriate for a simple access road easement. Insert immediately following standard provision number 2 and re-number remaining required provisions as appropriate.]*

1. Grantee shall cause the [road] which is located on the Easement Property to be maintained in good repair during periods of use by grantee or its licensees and to be left in as good a condition or better as prior to such use of the road by the Grantee.

2. Grantor, its successors and assigns, reserves title to all timber, now or hereafter growing, standing or down, within the Easement Property. Grantee may clear brush and fell any timber

within the Easement Property and danger trees adjacent to the Easement Property for construction, operation and maintenance of a road. Merchantable trees shall be bucked into standard log lengths and decked adjacent to the Easement Property and on the Grantors property in a manner suitable for loading with mobile loading equipment.

EXHIBIT 15  
SAMPLE TERM NONEXCLUSIVE EASEMENT FOR ROW HOLDERS  
OF  
MLA RIGHT-OF-WAY

BLM Serial Number "N-\_\_\_\_"

TERM EASEMENT  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

THIS EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the UNITED STATES OF AMERICA, acting by and through the U.S.D.I. Bureau of Land Management (BLM), and its assigns, hereafter referred to as "Grantor", whose address is \_\_\_\_\_, and \_\_\_\_\_, (hereafter referred to as "Grantee").

WITNESSETH:

GRANTOR, for and in consideration for the sum of \_\_\_\_\_ Dollars (\$\_\_.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the Mineral Leasing Act of 1920, 30 U.S.C. 185, as amended, does hereby convey to Grantee, its successors, and assigns, a term non-exclusive easement for (describe rights conveyed) [e.g. Road, Pipeline, Electric Transmission, Electric Distribution, Gas, Communications Facilities] hereinafter called ("Facilities"), which includes but is not limited to surveying, constructing, erecting, operating, adding to, altering, inspecting, maintaining, repairing, reconstructing, and removing said Facilities, and includes other fixtures and appurtenances connected therewith, together with the right of ingress and egress over following described lands owned by the United States in the County of \_\_\_\_\_, State of \_\_\_\_\_, and administered by the Grantor:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR COMPLETE DESCRIPTION OF THE EASEMENT PROPERTY [Describe smallest aliquot part parcel over which the ROW passes and is being transferred out of Federal ownership, and include a map or exhibit. Include all BLM lands burdened by the rights conveyed showing the location of appurtenant access routes together with the "facilities," on easement exhibit A.]

SAID EASEMENT IS SUBJECT TO THE FOLLOWING PROVISIONS: [The Following eleven provisions are standard provisions and will be included in all term easements. Additional special provisions may be added as needed case-by-case, based on specific needs of the Holder/Grantee. Include provisions in body of easement, as shown below, or Attach as an Exhibit B.]

1. This easement shall commence on the date executed by Grantor and unless renewed under authority of 30 U.S.C. 185, will terminate under one of the following conditions; a) thirty (30) years from the date this easement is signed by the Grantor; b) at such time as the above described lands are no longer used, operated, and maintained for the purposes the easement was granted in accordance with the terms and conditions herein described; or c) upon mutual agreement of the parties to this easement. This easement must be renewed by the Grantor or its assigns so long as the easement continues to be used for the purposes set forth herein.

2. In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2880, including any rights to have the Grantee apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all matters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the easement shall be considered a civil matter between the Grantee and the Grantor's successors and assigns.

3. Grantee shall have at all times rights of ingress and egress over and to the herein-described Easement Property for the purposes set forth herein.

4. Except as expressly set forth herein, Grantor shall not construct, or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property. Grantor shall not permit any activity that in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee, as to Grantor's Property, shall have the right, but not the obligation, to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgment of Grantee may interfere with or endanger the facilities installed herein. Except in emergency situations, every effort shall be made by the Grantee to provide reasonable notice to the Grantor of actions described herein.

6. Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted, provided, however that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

7. Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee, in all existing fences and

walls across or within the Easement Property and to construct, maintain, and use gates in all said existing walls and fences at its expense, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device for both Grantor and Grantee.

8. In the event Grantor causes fences or walls to be constructed across the Easement Property, Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee, in said fences or walls. Grantor and Grantee each shall have the right to install, maintain and use gates across said openings and shall make provisions for a multiple locking device for use by both Grantor and Grantee if said gates are locked.

9. Mere non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.

10. Grantor does not assume any liability for injury or damage to any persons or property incidental to or that may arise during and in consequence of the use, maintenance, improvement or repair of the Easement Property by the Grantee.

11. In the event Grantee records a document to formally abandon the Easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove Facilities placed upon the Easement Property within a reasonable time subsequent to such abandonment, to abandon below-ground Facilities in place and to access the Easement Property for the purpose of removing Facilities.

*[Following is a provision appropriate for utility corridor right-of-ways involving electricity. Insert immediately following standard provision number 3 and re-number remaining required provisions as appropriate.]*

1. Notice is hereby given that the Easement Property may contain underground utilities and the location of said utilities must be verified as required by [State Revised Statute, Section, Blue Stake Law] prior to any excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with Federal, State, and local laws regulations and rules.

*[Following are sample provisions that would be appropriate for a simple access road easement. Insert immediately following standard provision number 3 and re-number remaining required provisions as appropriate.]*

1. Grantee shall cause the [road] which is located on the Easement Property to be maintained in good repair during periods of use by grantee or its licensees and to be left in as good a condition or better as prior to such use of the road by the Grantee.

2. Grantor, its successors and assigns, reserves title to all timber, now or hereafter growing, standing or down, within the Easement Property. Grantee may clear brush and fell any timber within the Easement Property and danger trees adjacent to the Easement Property for

construction, operation and maintenance of a road. Merchantable trees shall be bucked into standard log lengths and decked adjacent to the Easement Property and on the Grantors property in a manner suitable for loading with mobile loading equipment.

THIS GRANT OF EASEMENT replaces *[[all] or [a portion]] of* and supersedes *[a portion of]* that certain Bureau of Land Management Right-of-Way Grant N-\_\_\_\_\_ only as to the property described in Exhibit "A". The terms contained herein shall run with the land and extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), licensees, assigns and lessees of the Grantor and Grantee, and all rights may be assigned.

TO HAVE AND TO HOLD, all and singular, the said premises granted together with the appurtenances, unto said Grantee, it's successors and assigns for the term herein provided.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR UNITED STATES OF AMERICA:

\_\_\_\_\_  
(Signature of Authorized BLM Officer)

\_\_\_\_\_  
(Title)

AGENCY ACKNOWLEDGEMENT

STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who, being duly sworn, did say that (he)(she) is the \_\_\_\_\_ of the Bureau of Land Management and that (he)(she) executed the foregoing instrument by authority of and in behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.

SEAL

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

FINAL

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EXHIBIT A  
Easement Plat

EXHIBIT B  
EASEMENT PROVISIONS  
EASEMENT N -

*[As an alternative to listing the provisions in the body of the easement document, provisions may be included in an exhibit (Exhibit B) attached to the easement. The Following eleven provisions are standard provisions and will be included in all temporary easements. Additional special provisions may be added as needed case-by-case, based on specific needs of the Holder/Grantee.]*

1. This easement shall commence on the date executed by Grantor and unless renewed under authority of 30 U.S.C. 185, will terminate under one of the following conditions; a) thirty (30) years from the date this easement is signed by the Grantor; b) at such time as the above described lands are no longer used, operated, and maintained for the purposes the easement was granted in accordance with the terms and conditions herein described; or c) upon mutual agreement of the parties to this easement. This easement must be renewed by the Grantor or its assigns so long as the easement continues to be used for the purposes set forth herein.

2. In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2880, including any rights to have the Grantee apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all matters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the easement shall be considered a civil matter between the Grantee and the Grantor's successors and assigns.

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made by the Grantee to provide reasonable notice to the Grantor of actions described herein.

6. Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted, provided, however that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

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9. Mere non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.

10. Grantor does not assume any liability for injury or damage to any persons or property incidental to or that may arise during and in consequence of the use, maintenance, improvement or repair of the Easement Property by the Grantee.

11. In the event Grantee records a document to formally abandon the Easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove Facilities placed upon the Easement Property within a reasonable time subsequent to such abandonment, to abandon below-ground Facilities in place and to access the Easement Property for the purpose of removing Facilities.

*[Following is a provision appropriate for utility corridor right-of-ways involving electricity. Insert immediately following standard provision number 3 and re-number remaining required provisions as appropriate.]*

1. Notice is hereby given that the Easement Property may contain underground utilities and the location of said utilities must be verified as required by [State Revised Statute, Section, Blue Stake Law] prior to any excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with Federal, State, and local laws regulations and rules.

*[Following are sample provisions that would be appropriate for a simple access road easement. Insert immediately following standard provision number 3 and re-number remaining required provisions as appropriate.]*

1. Grantee shall cause the [road] which is located on the Easement Property to be maintained in good repair during periods of use by grantee or its licensees and to be left in as good a condition or better as prior to such use of the road by the Grantee.
  
2. Grantor, its successors and assigns, reserves title to all timber, now or hereafter growing, standing or down, within the Easement Property. Grantee may clear brush and fell any timber within the Easement Property and danger trees adjacent to the Easement Property for construction, operation and maintenance of a road. Merchantable trees shall be bucked into standard log lengths and decked adjacent to the Easement Property and on the Grantors property in a manner suitable for loading with mobile loading equipment.

EXHIBIT 16  
PLAT EXHIBIT GUIDELINES

The purpose of a plat exhibit is to supplement the narrative description by graphically revealing the location and configuration of the property being burdened by the easement.

1. The EXHIBIT in general

- a. Must comply with the requirements of State law for preparation of survey plats.
- b. Must agree exactly with the written description.
- c. Should be of an appropriate scale, not to exceed one inch to 1,000 feet, preferably one inch to 100 feet or one inch to 200 feet.
- d. Must be drafted on letter or legal-size paper or multiples thereof, not to exceed four folds. (See Illustrations 16-1 and 16-2).
- e. Must be arranged so that holes punched in the top do not destroy important information.
- f. Should be oriented with north near the top of the page.
- g. An Engineer's certificate must be completed and on each page of the plat.
- h. All legal subdivisions should be shown, and each subdivision should be identified.
- i. North arrow on each page of the plat.

2. The LEGEND

The legend should be in the upper right hand corner, if possible, so it will be visible from the top when the map is folded (See Illustration 16-2.). The legend must be on each page and should show in this order:

- a. Exhibit A
- b. Tract Number
- c. Township, Range, Section, and Meridian
- d. County and State
- e. Page number only if more than one; then show as page 1 of 2, etc.
- f. Parcel number, if more than one.
- g. Actual map scale - by a bar scale.

- h. Date plat exhibit was prepared.
3. The Centerline Plat
- a. If a designed centerline - the beginning tangent should be shown or, in the case of a curve, the long chord or back tangent and its bearing must be shown.
  - b. Centerline, labeled and extended beyond the property line so that no hiatus exists.
  - c. Show the centerline, the right-of-way boundaries, and the right-of-way width.
  - d. The beginning and ending ties by latitude and departure distance, or by bearing and distance from different corners.
  - e. Bearing, tangent distances, stationing and, if a designed road, the degree of curvature, direction, length of curve, delta angle, and semi-tangent distance.
  - f. Station all right-of-way width changes and show the width of each.
  - g. If the easement spurs off another right-of-way, show the right-of-way boundary and the road station where our new easement begins, if this information is available. Identify previous easements by reference number (See Illustration 16-3.).
4. Items NOT to be shown on a plat:
- a. Ambiguous terms which do not agree with the written description.
    - 1) Do not show a "P" line.
    - 2) Avoid the use of terms such as "right-of-way line" and "line to be constructed."
  - b. Do not show appraisal and/or extraneous features such as fences, power lines, existing roads, streams, etc.
  - c. Do not show ownership of any kind.

Illustration 16-1

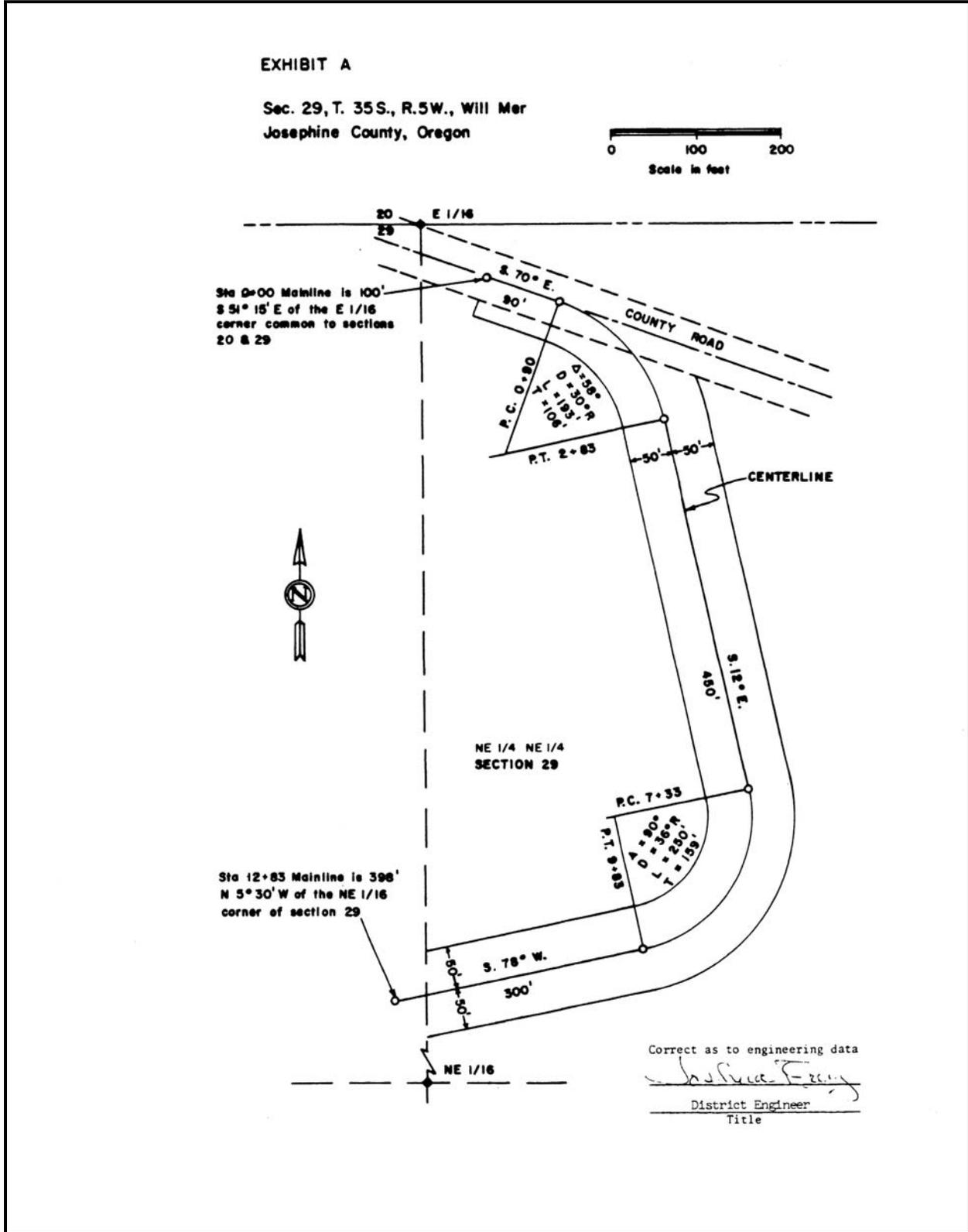
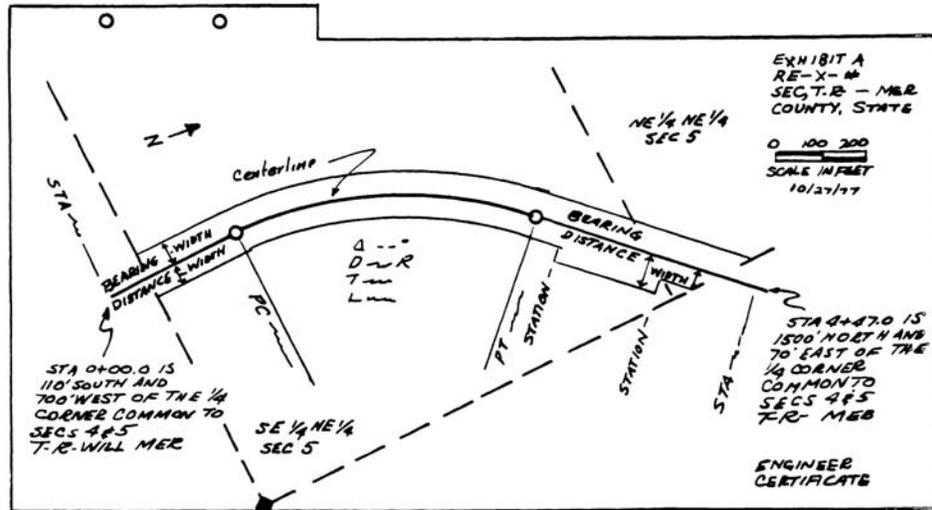
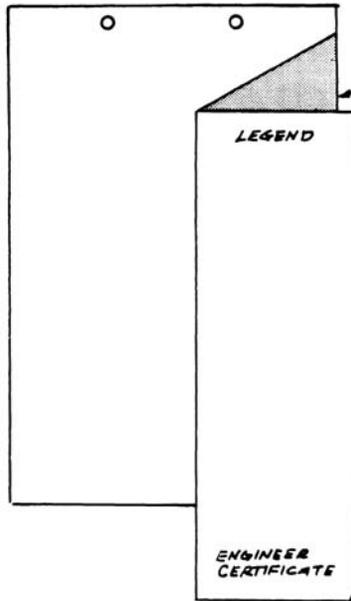


Illustration 16-2



For sheets with even number of folds



For sheets with odd number of folds

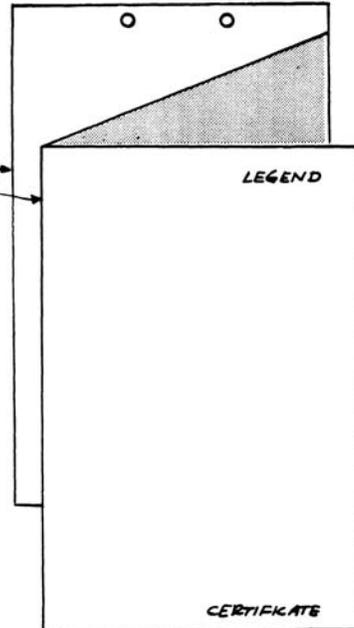


Illustration 16-3

