



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Salt Lake Field Office

2370 South Decker Lake Blvd.

West Valley City, UT 84119

ph: (801) 977-4300; Fax: (801) 977-4397

<https://www.blm.gov/utah>

In Reply Refer To:
2800 (UTW011)
UTU 063224

APR 19 2017

CERTIFIED MAIL NO. – 7014-2120-0003-7884-9668
RETURN RECEIPT REQUESTED

DECISION

Skyline Telecom/ CentraCom	:	
Attn: Pam Rigby	:	FLPMA Title V Right-of-Way Renewal
PO Box 7, 35 S State Street	:	UTU 063224
Fairview, UT 84629	:	

Right-of-Way Renewal Grant Issued

Enclosed is a signed copy of the renewal grant for your fiber optic line right-of-way serialized under UTU 063224. This right-of-way has been renewed for a period of 30 years, and will now expire on December 31, 2047.

The Bureau of Land Management (BLM) has received payment in full for processing and monitoring fees.

This right-of-way has been determined to meet the rental exemption requirements set forth in 43 CFR 2806.14 (2) (d).

The issuance of this ROW grant constitutes a final decision by the BLM in this matter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below.

Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

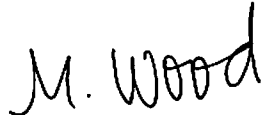
Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

Please note, however, that under the regulations in 43 CFR Group 2800, this decision is effective even if an appeal is filed.

If you have any questions, please contact Shawn Storbo, Realty Specialist, at the above address or call 801-977-4368, or e-mail at ssstorbo@blm.gov.

Sincerely,


for Matt Preston
Salt Lake Field Manager

Enclosures:

- 1- One copy of the signed renewal grant with exhibits A-Special Stipulations and B-Maps
- 2- Appeals Information (Form 1842-1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Salt Lake Field Office

Serial Number
UTU 063224

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder Skyline Telecom receives a right to construct, operate, maintain, and terminate a Fiber Optic Line Right-of-way on public lands (or Federal land for MLA Rights-of-Way) described as follows:

- Township 1 South Range 7 West, SLM--
Section 30: SE1/4SE1/4.
- Township 2 South Range 7 West, SLM--
Section 06: Lot 2, SW1/4NE1/4, NW1/4SE1/4;
Section 07: NW1/4NE1/4;
Section 18: Lots 1, 2, 4.
- Township 2 South Range 8 West, SLM--
Section 13: SE1/4NE1/4, E1/2SE1/4;
Section 24: SE1/4SW1/4, NW1/4SE1/4;
Section 25: NE1/4NW1/4, NW1/4SW1/4;
Section 26: E1/2SE1/4;
Section 35: NW1/4NE1/4, NE1/4SW1/4.
- Township 3 South Range 8 West, SLM--
Section 10: SE1/4NE1/4, SE1/4SW1/4, SW1/4SE1/4;
Section 15: NW1/4NE1/4, E1/2NW1/4, N1/2SW1/4.
- Township 5 South Range 8 West, SLM--
Section 33: E1/2E1/2;
Section 34: W1/2SW1/4.
- Township 6 South Range 8 West, SLM--
Section 03: Lot 4, SW1/4NW1/4, W1/2SW1/4;
Section 04: Lot 1, SE1/4NE1/4, NE1/4SE1/4;
Section 10: W1/2W1/2;
Section 15: NW1/4NW1/4;
Section 22: W1/2W1/2;
Section 27: W1/2W1/2;
Section 34: SW1/4NE1/4, W1/2NW1/4, SE1/4NW1/4.

b. The right-of-way or permit area granted herein is 20 feet wide, 57820 feet long and contains 26.55 acres, more or less. If a site type facility, the facility contains N/A acres.

c. This instrument shall terminate on December 31, 2047, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

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

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 30 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, and C, dated 02/01/2017, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[Signature]
(Signature of Holder)

[Signature]
(Signature of Authorized Officer)

C.E.O.
(Title)

Acting Field Manager
(Title)

March 23 2017
(Date)

April 18, 2017
(Effective Date of Grant)

Applicable Laws

- a. The holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant.
- b. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
- c. The holder of Right-of-Way No.UTU-063224 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
- d. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.

Miscellaneous

- e. The maximum limitation for such strict liability damages shall not exceed the maximum allowable amount for any one event in the year in which the event occurs, and any liability in excess of such amount shall be determined by the ordinary rules of negligence of the jurisdiction in which the damage or injury occurred. This section shall not impose strict liability for damage or injury resulting primarily from an act of war, an act of God or the negligent acts or omissions of the United States.
- f. The holder shall conduct all activities associated with the operation, maintenance and termination of this right-of-way within the authorized limits of the right-of-way. Any relocation, additional construction, or use that is not in accord with the stated purpose of this right-of-way or that is outside of the specified width, will not be initiated without prior written approval of the authorized officer.

Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

- g. 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.

- h. The holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or its contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or its contractors. The holder or its contractors will: 1) Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified. 2) Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes. 3) Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands. 4) Notify the Northern Utah Interagency Fire Center (801) 495-7600 (or 911) immediately of the location and status of any escaped fire.
- i. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
- j. The holder shall inform the authorized officer within 48 hours of any accidents on federal lands.
- k. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
- l. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
- m. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the

Exhibit A- Special Stipulations

Skyline Telecom Right-of-Way UTU-063224

Timpie – Dugway Fiber Optic Line Skull Valley Right-of-Way

holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

Maintenance

- n. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction equipment.
- o. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
- p. The right-of-way shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. Waste means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. The holder is strictly prohibited from storing or disposing of any toxic or hazardous substance on the right-of-way.

Reclamation, Rehabilitation and Termination

- q. The holder shall contact the authorized officer to arrange a pre-termination conference 180 days prior to termination of the right-of-way. This conference will be held to review the termination provisions of the grant.

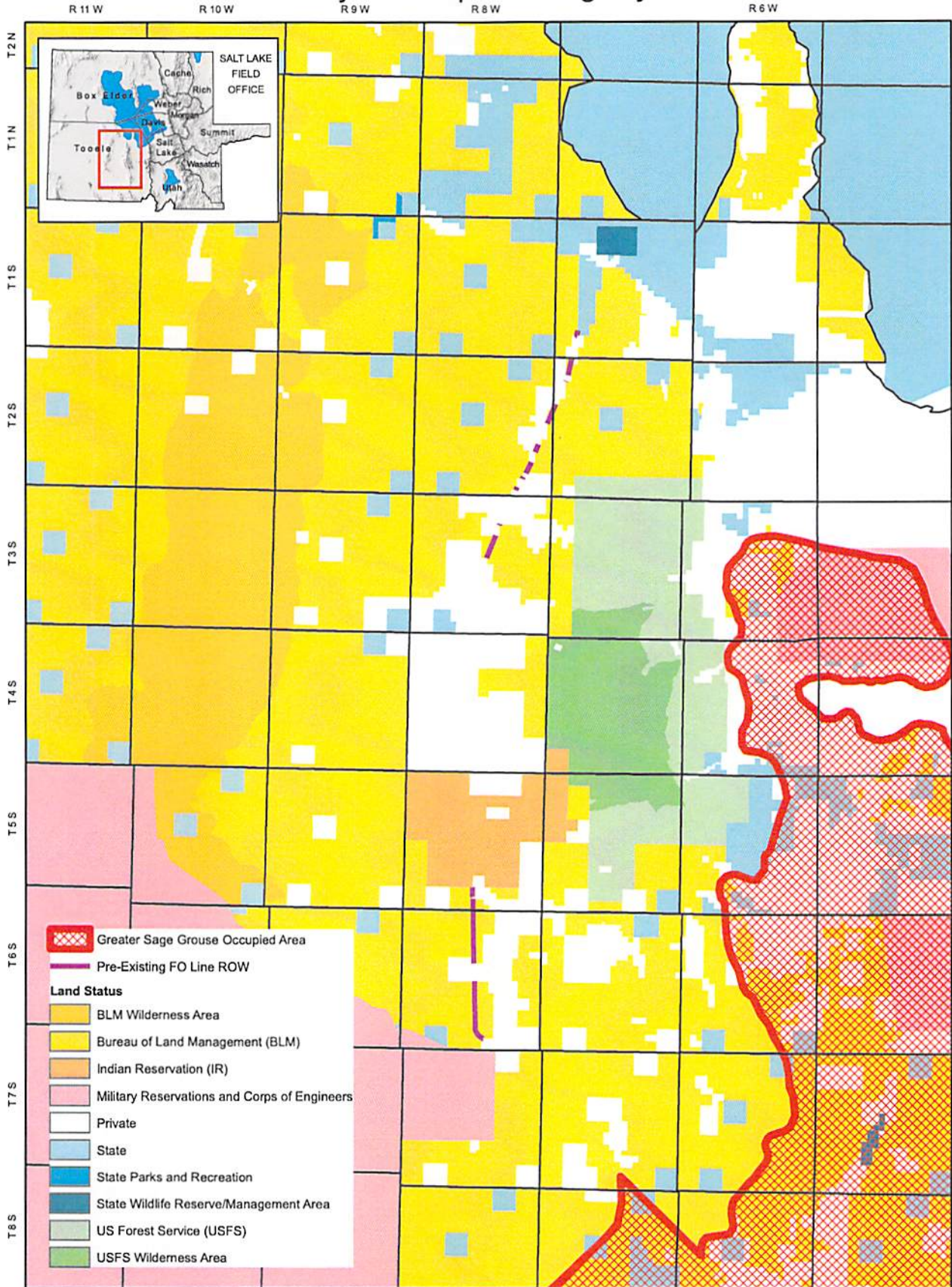


EXHIBIT B



January 17, 2017

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



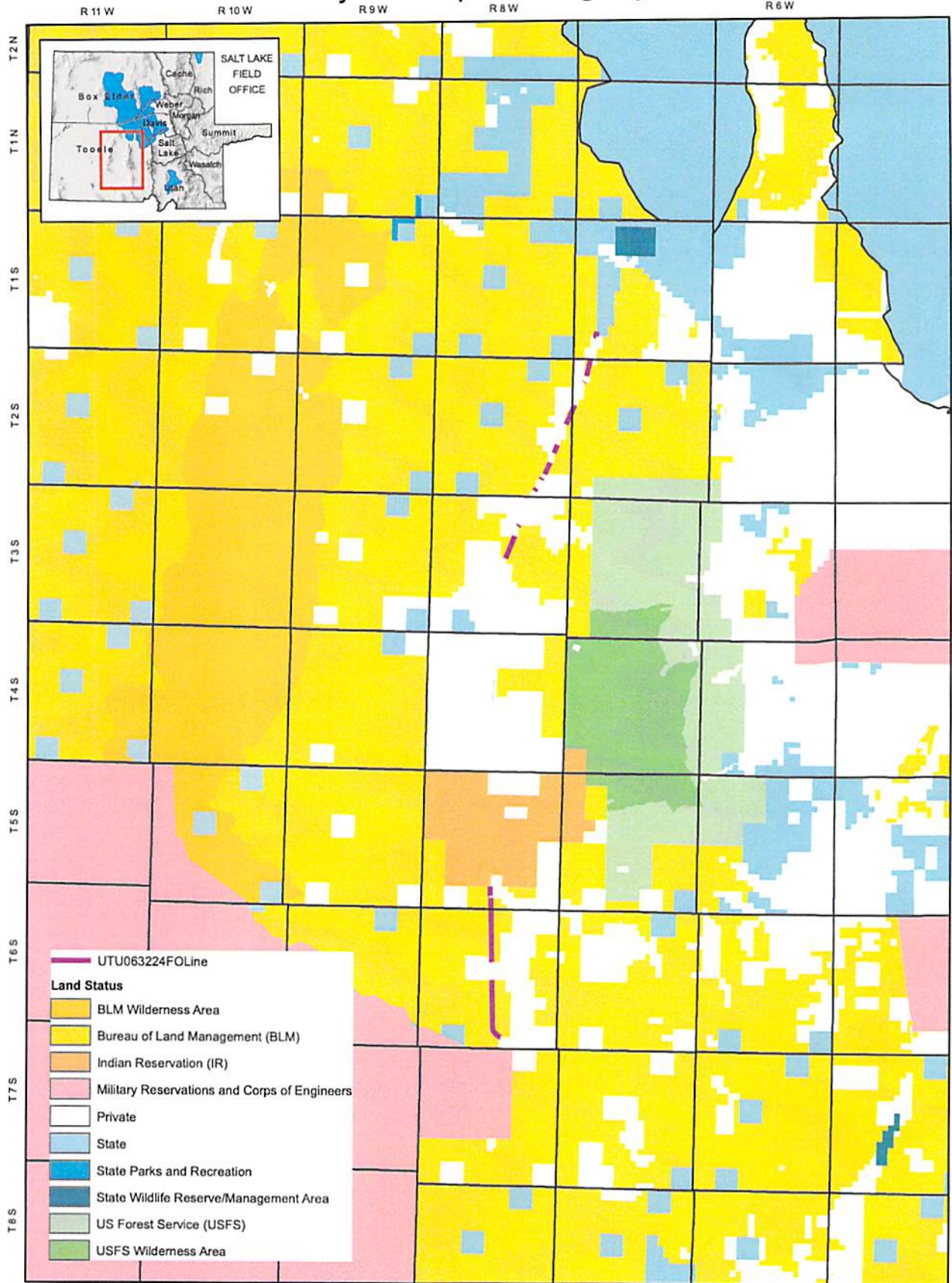


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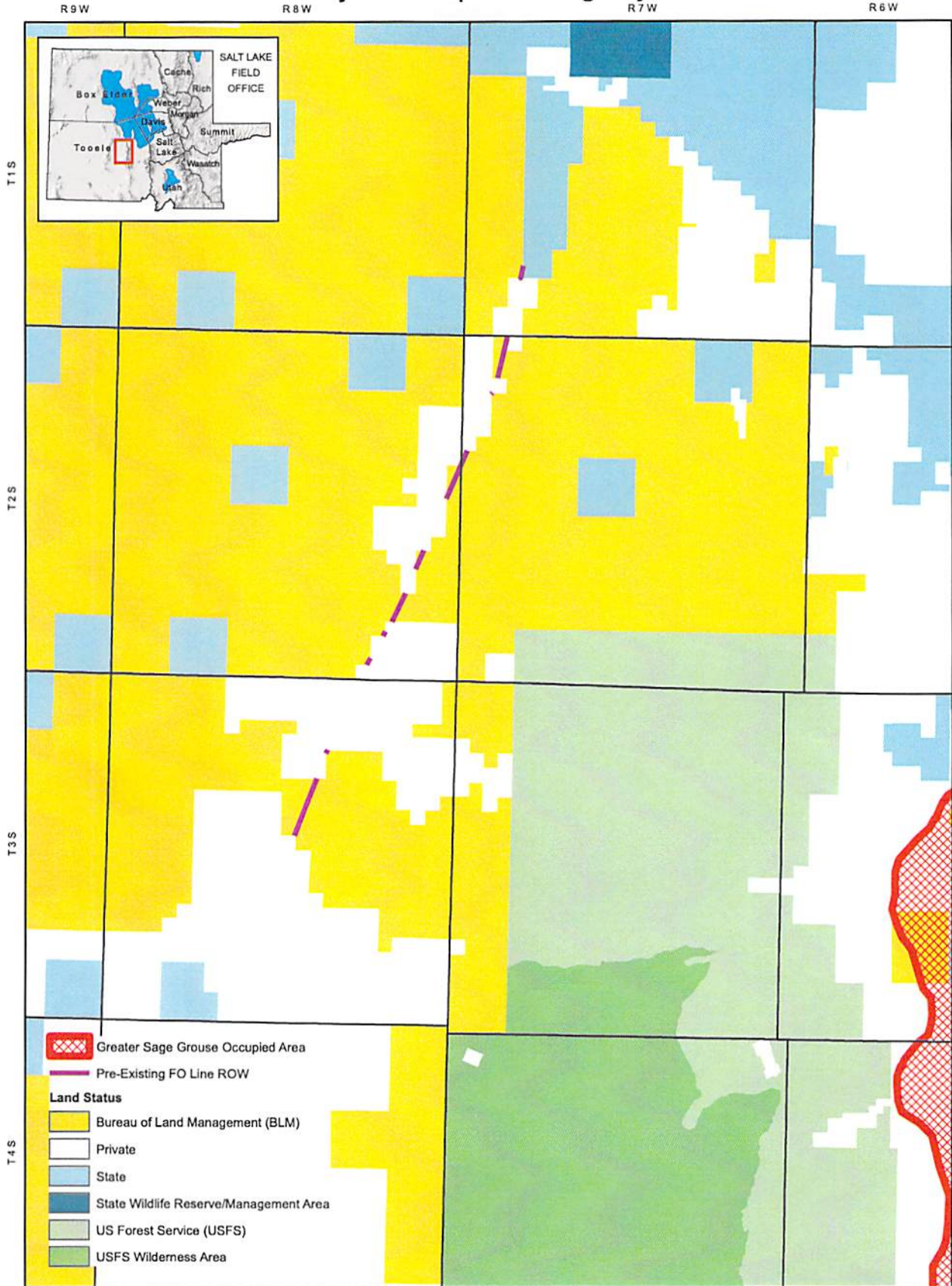


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R 9 W

R 8 W

R 7 W

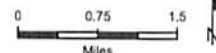
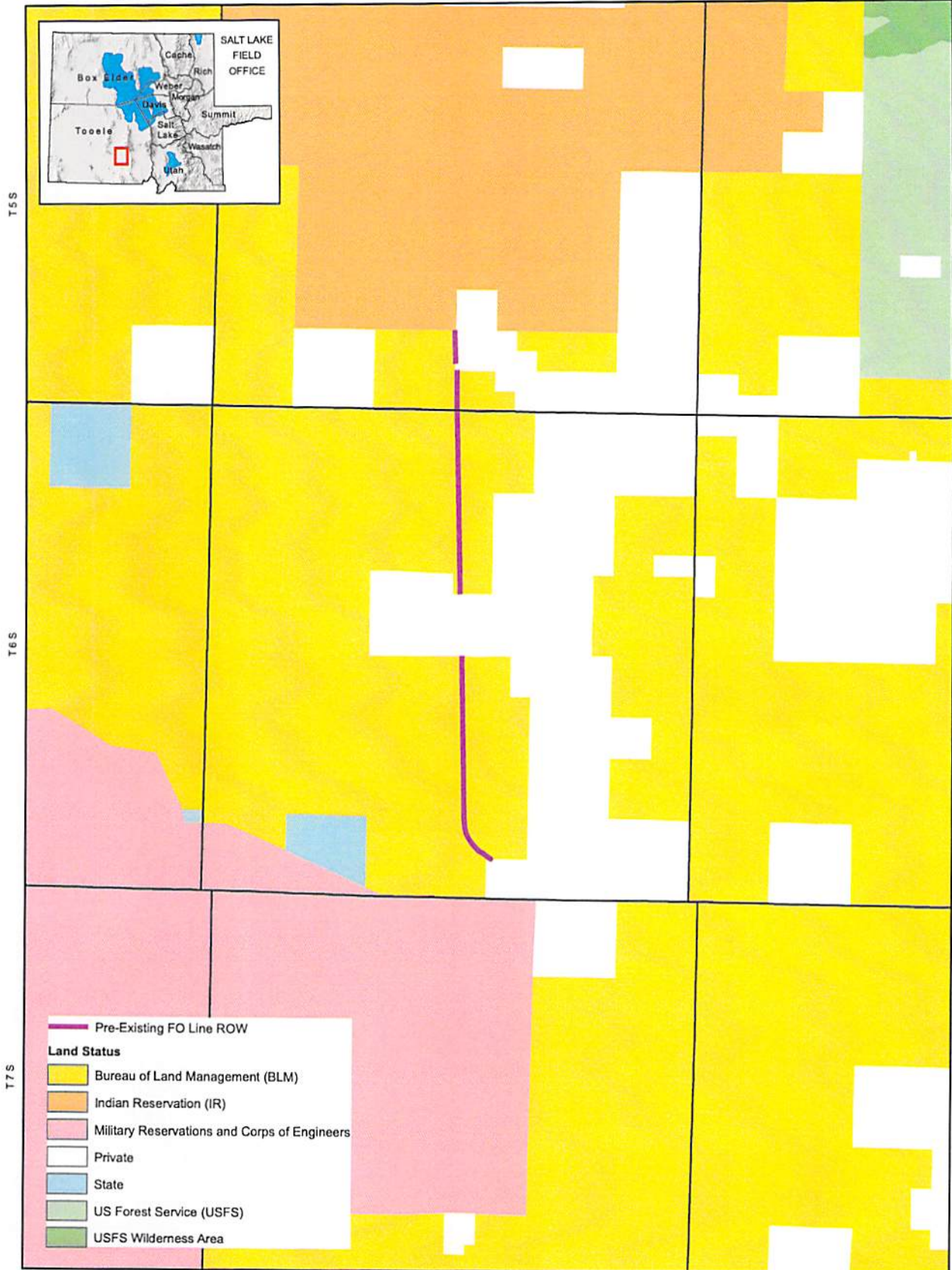


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