



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Challis Field Office
801 Blue Mountain Road
Challis, Idaho 83226
<http://www.id.blm.gov/offices/challis>



In Reply Refer To:
2800 (330)
IDI-16311

May 25, 2005

CERTIFIED MAIL 7003 3110 0002 1667 4975
RETURN RECEIPT REQUESTED

James P. Speck (ISBM #2067)
120 East Avenue
P.O. Box 987
Ketchum, Idaho 83340

RECEIVED
MAY 31 2005
Department of Water Resources
Eastern Region

Mr. Speck:

This letter is in response to the Double Springs Ranch protest of water right permit application 73-12039, dated April 22, 2005.

The water, which the Bureau of Land Management (BLM) is seeking to appropriate, is from Doublespring Creek as shown on the Doublespring U.S. Geologic Survey quadrangle map. The BLM project (Doublespring Pipeline) is an existing project, which consists of a buried 1 ¼ inch plastic pipe extending from an irrigation mainline to a Powder River trough in the Double Springs Pasture of the Donkey Hills Allotment (#4516).

The irrigation mainline from Doublespring Creek carries irrigation water to your client's ranch and is conditioned by BLM right-of-way grant IDI-16311. Stipulation #13 states the following:

The Bureau of Land Management will be allowed to install a 1 ¼" pipeline at survey station 39 + 07.39 to be used for livestock watering. A trough, with a float valve, will be installed at the junction of the Double Springs Pass Road and the Upper Pahsimeroi Road to be used when cattle are in the Double Springs pasture of the Donkey Hills Allotment (Allot. #4516). The permittee shall provide a connection at this point and the Bureau of Land Management will be responsible for installation and maintenance.

Right-of-way grant IDI-16311 was assigned to your client on September 20, 2001. By accepting this assigned grant, your client is bound by all its terms and conditions.

There does not appear to be a valid legal basis for your protest of BLM's water right application. There is enough water at this source for the existing stockwater pipeline during the intended period of use. Stockwater is a de minimus quantity of water used for and is limited to the quantity of water beneficially used by the number of stock within the allotment. Our water right would be junior (2005) to any water rights of your client. Further, the trough has a float device to limit the water to what is actually used by the cattle in the allotment.

Please withdraw your protest of water right application 73-12039. If we have not heard from you within 60 days receipt of this letter BLM will proceed further with its available actions. As stated under 43 CFR 2803.4(b), actions may include suspending or terminating your client's right-of-way grant IDI-16311 if it has been determined that your client has failed to comply applicable laws or regulations, or any terms, conditions or stipulations of the right-of-way grant.

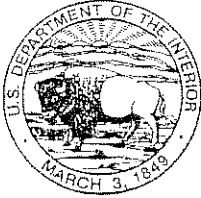
If you have any questions regarding this matter please contact Gloria Jakovac at (208) 756-5421 or me at (208) 879-6206.

Sincerely,


for David Rosenkrance
Field Manager

Enclosures
Right of Way Grant IDI-16311
Assignment of Right-of-Way Decision IDI-16311

cc:
Doris Tunney (Double Springs Ranch LLC)
Idaho Department of Water Resources
Fred Price (ID 933b)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Upper Columbia - Salmon Clearwater District
Challis Field Office
HC 63, Box 1670
Challis, Idaho 83226-9304
<http://www.id.blm.gov>

In Reply Refer To:
2800 (084)
IDI-16311

SEP 20 2001

DECISION

Double Springs Ranch, LLC
c/o Frances R. Tunney, Jr.
P.O. Box 3873
Ketchum, Idaho 83340

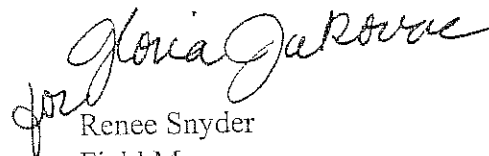
IDI-16311

ASSIGNMENT APPROVED

Right-of-Way IDI-16311 for a water pipeline was originally authorized on June 4, 1980 to Ron Rembelski for a 30 year period. On July 16, 2001, Double Springs Ranch, LLC, c/o Frances R. Tunney, Jr., applied to have the right-of-way assigned to him. Evidence of ownership of the private property the pipeline is servicing has been received by this office. The agreement to comply with and be bound by all terms and conditions of the original grant has also been received, and the \$50.00 filing fee for the right-of-way was paid on July 18, 2001.

The assignment of right-of-way IDI-16311 to Double Springs Ranch, LLC, c/o Frances R. Tunney, Jr., is hereby approved. A copy of the original grant is attached.

Sincerely,


Renee Snyder
Field Manager

Enclosure

RECEIVED

JUL 16 2001

Number IDI-16311

Bureau of Land Mgt.
Salmon, Idaho

ASSIGNMENT OF RIGHT-OF-WAY

I (We), Ron Rembelski, do hereby assign to Double Springs Ranch, LLC all of my (our) undivided right, title, and interest in and to that certain Pipeline right-of-way affecting T.12 N., R. 23 E., section 31, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$, said right-of-way being designated IDI-16311, and approved June 4, 1980 by the United States Department of the Interior, Bureau of Land Management.

Date: ✓ 5/31/01

Assignor: ✓ Ron Rembelski
Ron Rembelski
✓ Thurel Rembelski

APPLICATION FOR APPROVAL OF ASSIGNMENT OF RIGHT-OF-WAY

I ~~Double Springs Ranch, LLC~~, native born citizen(s) of the United States of America, do hereby make application for approval of the above assignment of that certain Pipeline right-of-way IDI-16311. This application is made pursuant to the regulations in 43 CFR Part 2800. I (We), the undersigned applicant, agree to comply with and be bound by the terms and conditions of the right-of-way grant. The \$50.00 filing fee is attached.

Date: July 6, 2001

Assignee: Double Springs Ranch, LLC
Assignee: Thurel Rembelski
Manager

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Idaho State Office
Federal Building, Box 662
530 West Fort Street
Boise, Idaho 83724

DECISION

JUN 5 1980

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of Grant: I-16311

Name of Grantee: Ron Rembelski

Map showing the location and dimensions of grant:

Map designations: Pipeline Right-of-Way for Ronald Rembelski

Date Filed: January 17, 1980

Permitted use by grantee: buried irrigation pipeline

Authority for grant: P.L. 94-579 (Oct. 21, 1976) Title V, 90 Stat. 2743

Regulations applicable to grant:

Code reference: 43 CFR Parts 2800 and 2870

Date of Grant: June 4, 1980

Expiration Date of Grant: 30 years

Rental:

Amount: \$25 per five-year period

When payable by grantee: On or before the first day of each five-year period.

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted subject to the following terms and conditions:

1. All valid existing rights existing on the date of grant.
2. All regulations specified above.
3. Filing of proof of construction within five years of the date of grant.
4. Further terms and conditions as follows:
 - (a) Pursuant to 43 CFR 2801.1-5, the District Manager of the Salmon District Office, P.O. Box 430, Salmon, Idaho, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.
 - (b) Stipulations of Exhibits A and B attached hereto and made a part hereof.

/s/ Vincent S. Strobel

Vincent S. Strobel, Chief
Branch of L&M Operations

cc: D.M., Salmon w/copy of 4(b)
Yeary:vw:6/4/80

STIPULATIONS
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY I-16311

1. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year. Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
2. Permittee shall survey and clearly mark the exterior limits of the right-of-way. All activities directly or indirectly associated with the construction or maintenance of the irrigation pipeline must be conducted within the limits of the right-of-way.
3. There is reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.
4. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
5. This right-of-way is subject to all applicable regulations in 43 CFR Part 2800 and to future regulations to be promulgated by the Secretary pursuant to the provisions of the Act of October 21, 1976, P.L. 94-579 (90 Stat. 2743).
6. The permittee shall effect a minimum of vegetative or soil disturbance consistent with practical construction operations and will smooth all disturbed areas to conform as nearly as practical with the adjacent terrain.
7. Permittee shall stockpile the top 6-8 inches of soil separately from the rest of the soil. When the trench is backfilled, this topsoil shall be placed on top and used as the seed bed for the reseeding. All soil shall be returned to the trench.
8. Permittee shall reseed all disturbed areas with the seed mixture listed below. The seed is to have a germination of 90%. The area is to be broadcast seeded during the months of September, October, or November following construction completion. The seeding shall be repeated until a satisfactory stand, as determined by the District Manager, Bureau of Land Management, or his delegate, is obtained.

<u>Seed Mixture</u>	<u>lbs./acre</u>
Western wheatgrass	2
Rambler alfalfa	2
Yellow sweet clover	1
Intermediate wheatgrass	2
9. A Bureau of Land Management archaeologist will be present during the installation of that portion of the pipeline within the first 100 feet below the diversion.

10. The issuance of this right-of-way does not give the permittee authorization to improve the present ditch or spring, or build roads or fences.
11. If permittee abandons the right-of-way, he shall remove the diversion structure prior to abandonment unless otherwise approved by the District Manager. All underground structures must be left in place.
12. Permittee shall use existing roads only when working outside the right-of-way boundary.
13. The Bureau of Land Management will be allowed to install a 1½" pipeline at survey station 39 + 07.39 to be used for livestock watering. A trough, with a float valve, will be installed at the junction of the Double Springs Pass Road and the Upper Pahsimeroi Road to be used when cattle are in the Double Springs Pasture of the Donkey Hills Allotment (Allot. #4516). The permittee shall provide a connection at this point and the Bureau of Land Management will be responsible for installation and maintenance.

43 CFR 2800

§ 2801.1-5 Terms and conditions.

An applicant, by accepting a right-of-way, agrees and consents to comply with and be bound by the following terms and conditions, excepting those which the Secretary may waive in a particular case:

(a) To comply with State and Federal laws applicable to the project for which the right-of-way is approved, and to the lands which are included in the right-of-way, and lawful existing regulations thereunder.

(b) To clear and keep clear the lands within the right-of-way to the extent and in the manner directed by the superintendent in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such manner as to decrease the fire hazard and also in accordance with such instructions as the superintendent in charge may specify.

(c) To take such soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way as the superintendent in charge of such lands may request.

(d) To do everything reasonably within his power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near the lands to be occupied under the right-of-way, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.

(e) To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.

(f) To pay the United States the full value for all damages to the lands or other property of the United States caused by him or by his employees, contractors, or employees of the contractors, and to indemnify the United States against any liability for damages to life, person or property arising from the occupancy or use of the lands under the right-of-way, except that where a right-of-way is granted hereunder to a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages.

(g) To notify promptly the superintendent in charge of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States through such superintendent in advance of construction such sum of money as such superintendent may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

(h) To comply with such other specified conditions, within the scope of the applicable statute and lawful regulations thereunder, with respect to the occupancy and use of the lands as may be found by the agency having supervision of the lands to be necessary as a condition to the approval of the right-of-way in order to render its use compatible with the public interest.

(i) That upon revocation or termination of the right-of-way, unless the requirement is waived in writing, he shall, so far as it is reasonably possible to do so, restore the land to its original condition to the entire satisfaction of the superintendent in charge.

(j) That he shall at all times keep the authorized officer informed of his address, and, in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.

(k) That in the construction, operation, and maintenance of the project, he shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(l) That the allowance of the right-of-way shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the lands affected thereby, and that he agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required

by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal.

(m) That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.