



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Baker Field Office

3100 H Street

Baker City, Oregon 97814



In Reply Refer To:

2912/2740 (ORV050)

OROR-48525 (Legacy Serial No.)

OROR106061993 (MLRS Serial No.)

CERTIFIED MAIL - RETURN RECEIPT REQUESTED – 7022 0410 000 4293 0147

Powder River Sportsman's Club  
Attn: David Spaugh  
P.O. Box 162  
Baker City, OR 97814

## LEASE OFFER RESCINDED and REISSUED

The Bureau of Land Management, Baker Field Office is rescinding the lease offer dated November 22, 2023, regarding the renewal of your Recreation and Public Purposes Lease. Two copies of the unsigned lease, maps and stipulations were enclosed with the letter. The club responded to the offer with an email dated December 6, 2023, and provided information regarding the stipulations that the club wanted changed or struck from the terms and conditions of the lease renewal offer.

Per our telephone conversation on December 19, 2023, the lease offer included old data and confusion regarding stipulation #24. We have worked to resolve these issues, and it is my decision to reissue this lease for 10 years under the current lease and stipulations provided.

Stipulation 24 now reads: "The following management decisions, timing limited stipulations, required design features, and best management practices from the Oregon GRSG Approved Resource Amendment (RMPA September 2015) apply to the lease. Anthropogenic disturbances or activities disruptive to GRSG (including scheduled maintenance activities) shall not occur in seasonal habitats unless the project plan and NEPA document demonstrate the project will not impair the lifecycle or the behavioral needs of GRSG populations. Seasonal avoidance periods vary by GRSG seasonal habitats as follows:

- In breeding habitat within four miles of occupied and pending leks from March 1 through June 30. Lek hourly restrictions are from two hours before sunset and two hours after sunrise at the perimeter of an occupied or pending lek."

Enclosed are two copies of an unsigned Recreation and Public Purposes Lease (R&PP) BLM Form 2912-1 for the renewal of an existing public shooting range and existing facilities located on public lands, MLRS serial number OROR106061993 and Legacy Serial No. OROR-048525. The Bureau of Land Management is offering renewal of this lease for a ten-year term, per regulations contained in 43 CFR 2912.1. More information is provided below regarding the stipulations attached to this renewal offer.

Please review the documents and upon concurrence, sign, and date both copies and return to the address shown above within 30 days from receipt of this decision. Upon receipt of the signed documents, the Baker Field Office will issue the R&PP Lease, absent any other unresolved issues, and a copy of the executed lease will be returned to you.

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 this decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay 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 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 (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.

Failure to comply may result in the issuance of a decision rejecting your application. If you have any questions, please contact me at (541) 523-1431.

Sincerely,

Acting for: Sarah Sherman  
Acting Field Manager

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial Number

**RECREATION OR PUBLIC PURPOSES LEASE**

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and \_\_\_\_\_

\_\_\_\_\_, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

containing \_\_\_\_\_ acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of \_\_\_\_\_ years, the rental to be \$ \_\_\_\_\_ per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for \_\_\_\_\_

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by \_\_\_\_\_

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as \_\_\_\_\_

and approved by an authorized officer on \_\_\_\_\_ or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (*including, without limitation, lessees, sub-lessees, and permittees*), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of \_\_\_\_\_ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

**Sec. 5. *Equal Opportunity Clause.*** Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

**Sec. 6. *Equal Access Clause.*** Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

**Sec. 7.** The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

**Sec. 8.** The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

and which are made a part hereof.

**Sec. 9.** No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

\_\_\_\_\_  
(Signature of Lessee's Authorized Officer)

By \_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
(Signature of Witness)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## **Exhibit A: Stipulations for Powder River Sportsman's Club Recreation and Public Purposes Lease Renewal**

### General Terms

1. The Holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the Lease within the authorized limits of the Lease.
2. The Holder shall indemnify the United States against and liability for damage to life or property arising from the occupancy or use of public lands under this grant or permit.
3. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when in their judgment, conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
4. 180 days prior to the expiration or relinquishment of the Lease, the Holder shall contact the authorized officer to arrange a joint inspection of the Lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the Holder's commencement of any termination activities.
5. There is reserved to the Secretary of the Interior, or his/her lawful delegate, the right to grant additional ROW, Leases or permits for compatible uses on, over, under or adjacent to the land involved in this grant.
6. The Holder shall notify the authorized officer of any change of mailing address withing 30 days of such change.
7. Holder shall maintain the Lease in a safe, usable condition, as directed by the authorized officer. If any emergency repair activity results in disturbance outside a previously disturbed area and/or the existing Lease boundary, the Holder will notify the authorized officer within 3 days of the occurrence. Upon review, the authorized officer may conclude the emergency repair activity is a substantial deviation. Substantial deviations require an amendment.
8. The Holder shall protect all survey monuments found within the Lease. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Comers, reference comers, 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 survey monuments or references are obliterated during Holder's operations, the Holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.
9. As provided in 43 CFR 2807.12(b), the Holder shall be strictly liable for any activity or facility associated with your Lease area which the BLM determines presents a foreseeable hazard or risk of damage or injury to the United States as defined in 43 CFR 2807.12(b) 1 through 5.
10. No signs or advertising devices shall be placed on the Lease or adjacent public lands, except those posted by or at the direction of the authorizing officer. Existing signs have been approved.

### Construction Plans, Operations and Maintenance

11. No new construction will be authorized by this renewal action. The Holder shall operate and maintain the existing facilities, improvements, and structures within this Lease in strict conformity with the plan(s) of development which was (were) approved and made part of the grant on July 28, 1992. Any relocation, additional construction, or use that is not in accord with the approved plan(s) of development, shall not be initiated without the prior written approval of the authorized officer.
12. The Lease area shall be maintained in a sanitary condition at all times; waste materials at those sites 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, ash, and equipment that are a result of the Holder's activities.

### Hazardous Materials and Toxic Substances

13. Holder shall comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e. insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides shall be used only in accordance with their registered uses and within the limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license or be under the direct supervision of a licensed applicator.
14. The Holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Material, as defined in this paragraph, that will be used, produced, transported or stored on or within the Lease or any of the Lease facilities, used during the operation, maintenance or termination of the Lease 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, 42 U.S.C. § 9601 et seq., as amended, (hereinafter "CERCLA") 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, 42 U.S.C. § 6901 et seq., as amended, (hereinafter "RCRA") and its regulations. The term hazardous material also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 U. S. C. § 2011 et seq., as amended. 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.
15. The Holder 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 Lease (unless the release or threatened release is wholly unrelated to the Lease Holder's activity on the Lease). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.
16. The Holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. § 2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the ROW or on facilities authorized under this ROW 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, 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.

17. The Holder shall inform the authorized officer within 48 hours of any accidents on Federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195 (hazardous liquids transported by pipeline).

### Cultural

18. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the authorized officer. The BLM Authorized Officer will determine avoidance, protection or mitigation measures in consultation with the Holder, Oregon SHPO, and affected Tribes. Costs associated with the discovery, evaluation, protection, or mitigation of the discovery shall be the responsibility of the Holder. Any cultural and/or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the Holder, or any persons working on his behalf on public or Federal land shall be immediately reported to the authorized officer.
19. The 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 mitigation, and any decision as to proper avoidance, protection or mitigation measures will be made by the authorized officer after consulting with the Holder and others under Section 106 of the National Historic Preservation Act.

### Vegetation

20. The Holder shall be responsible for weed control, including noxious weeds and non-native invasive plants that result from construction, use, or maintenance authorized in the Holder's ROW grant. The Holder will use the current Baker County (Oregon) Weed District's Noxious Weed List to ascertain weed species' required to control. The Holder must coordinate with the Authorized Officer and/or local authorities for acceptable weed control measures (within limits imposed in the grant stipulations) prior to implementing weed treatments. If herbicides are to be used for weed control, the applicator(s) shall hold a current State of Oregon Commercial applicator's license or be under the immediate supervision of a licensed commercial or public pesticide applicator. Herbicide applications may be completed by commercial contractors so long as they use BLM approved herbicides and rates of application directed on the pesticide label. For each herbicide application, the Holder will submit a Pesticide Application Report on the BLM form and will provide GPS shapefile(s) for polygons and buffered points and lines.
21. The Holder is responsible for ensuring the undercarriages of equipment and/or vehicles used within the ROW are free of all soil and plant material prior to operating on public lands to reduce the establishment of new invasive, non-native species and/or the spread of existing species to new areas.

### Wildlife

22. Use and occupancy of the site is restricted during periods of severe winter weather conditions and periods of high deer use. High deer use is described as a density of 5-6 deer per square mile within a 2-3 mile vicinity of the site. The BLM shall define "severe" conditions based on snow depth (exceeding six inches) and temperature (one week of less than 10 degrees Fahrenheit). BLM shall notify the lessee prior to

implementing a closure of the site. Closures may be implemented immediately due to the nature of winter storms. The lessee shall be responsible to post the area as "closed to shooting", as directed by BLM.

23. BLM shall continue monitoring activities of threatened, endangered, candidate, or BLM special status species such as greater sage-grouse (GRSG) to determine the relationship of this species to shooting activities and bird occupation of adjacent habitat. Additional restrictions, such as site closures, may be applied as needed to protect this species during critical periods such as for breeding, nesting, wintering and/or migration.
24. The following management decisions, timing limited stipulations, required design features, and best management practices from the Oregon GRSG Approved Resource Amendment (RMPA September 2015) apply to the lease. Anthropogenic disturbances or activities disruptive to GRSG (including scheduled maintenance activities) shall not occur in seasonal habitats unless the project plan and NEPA document demonstrate the project will not impair the lifecycle or the behavioral needs of GRSG populations. Seasonal avoidance periods vary by GRSG seasonal habitats as follows:
  - In breeding habitat within four miles of occupied and pending leks from March 1 through June 30. Lek hourly restrictions are from two hours before sunset and two hours after sunrise at the perimeter of an occupied or pending lek.
25. All authorized actions in GRSG habitat are subject to the disturbance screening criteria, required design features and best management practices in Appendix C of the RMPA. This includes the following:
  - Cluster disturbances, operations, and facilities;
  - Clean up refuse and eliminate subsidized food sources for GRSG predators;
  - Use fine-mesh netting, or use other effective techniques on all open space and structures where wildlife could become trapped (e.g., pipes and tanks) regardless of size to reduce sage-grouse and wildlife deaths;
  - Construct new structures with perch deterrents or other antiperching devices and with structures or devices that discourage nesting raptors and corvids; and
  - Limit noise at the perimeter of occupied or pending leks from two hours before sunset and two hours after sunrise during the breeding season (March 1 through June 30) to less than 10 decibels above ambient sound levels.

At any time, the timeframe limitations and disturbance screening criteria can be reevaluated by BLM if a noise survey, noise mitigation model, and/or other relevant study is completed, which shows no additional impact to GRSG from shooting activities at the range.

#### Fire Prevention and Control

26. While occupying the site and during shooting activities, (including emergency repairs) activities, during the "declared" fire season (typically May 10 - October 20), as set by Oregon State Law, ORS 477.550, or during any other period prescribed by the BLM Oregon State Director, the Holder, including those working on their behalf, shall equip at least one on-site vehicle with firefighting equipment, including, but not limited to, fire suppression hand tools (i.e. shovels, rakes, Pulaski's, etc.), one 10-pound functional ABC fire extinguisher, and a portable water applicator (i.e. backpack pumps, water sprayer, etc.) with at least 5 gallons of water.
27. Within the bounds of the Lease, the Holder shall provide and maintain a vegetation clearance of 10 feet around the base of facilities or infrastructure that have a potential to ignite and/or spread fire.
28. During periods of elevated fire danger or when the State of Oregon and/or the BLM Oregon State Director or Vale District Manager issues a fire prevention order, restriction, or closure, operations may be limited or suspended in specific areas, or additional measures may be required by the authorized officer.

29. The holder/ and its operator(s) shall ensure their employees, and all persons affiliated with the operation comply with all fire restrictions. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent wildfires on or in the immediate vicinity of the Lease area. The Holder will immediately report fires to the BLM authorized officer at BLM Fire Dispatch 541-473-6295 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.
30. Suppression costs, resource damages, and other costs authorized by 43 C.F.R. § 9239.1-3 for any wildfire that injures resources on public land caused by the negligent action or inaction of the holder/ operator(s), their agents, and/ or any persons affiliated with their operation as determined by BLM, may be charged to the holder/ operator(s).