

Colvin & Son, LLC
Attn: Heath Miller
HC 76, Box 36199
Tonopah, Nevada 89049

April 23, 2024

Submitted via: <https://cara.fs2c.usda.gov/Public//CommentInput?Project=59389>

Jon M. Stansfield, Forest Supervisor and Reviewing Officer
Monitor-Toquima Range Vacant Allotment Project
USFS Intermountain Region Office
324 25th Street
Ogden, Utah 84401

Re: Monitor-Toquima Range Vacant Allotment Project

Objections to the Monitor-Toquima Range Vacant Allotment Project draft Decision Notice/Finding of No Significant Impact and final Environmental Assessment and other project documents, which are available at:
<https://www.fs.usda.gov/project/htnf/?project=59389>.

Dear Mr. Stansfield,

I. Eligibility to File Objections:

Colvin & Son, LLC (“Colvin”) is eligible to file Objections. On June 10, 2021, Colvin submitted:

- (1) Comments to the Humboldt-Toiyabe National Forest (“HTNF”), Austin-Tonopah Ranger District’s Notice of Proposed Action (“NOPA”) for the Monitor-Toquima Range Vacant Allotment Project #59389 dated May 2021; and
- (2) Application by *Colvin & Son, LLC* for USFS’s Term Grazing Permit(s) within the following vacant allotments subject to the USFS’s NOPA: McKinney Allotment, Silver Creek Allotment, Table Mountain Allotment, and Monitoring Valley East Allotment.

The Comments and the Application are incorporated herein, as part of the Objections, which are attached hereto as **ATTACHMENT #1**, as per 36 C.F.R. § 218.8(b)(4).

Colvin & Son, LLC (“Colvin”) is a limited liability company in Nevada and authorized to do business in Nevada. While Colvin was formed over twenty (20) years ago on August 18, 2000, its original member, Tom Colvin, Jr. owned private land and water rights; held a BLM Grazing Permit in the BLM Stone Cabin Allotment and the BLM Wagon Johnnie Allotments; and held a USFS Grazing Permit in the USFS Little Fish Lake Allotment and USFS Wagon

Johnnie Allotment for two (2) plus decades prior to 2000. Tom Colvin, Jr., and now *Colvin & Son, LLC*, have operated a yearlong, cow-calf livestock operation within the area in question for a long time. This operation is inclusive of private land, water rights, livestock, a BLM Grazing Permit, a USFS Grazing Permit, machinery, equipment, and incidental assets to sustain such operation. This livestock operation has been dependent upon public land use and national forest system land use for a long time and has consistently cooperated with the federal land management agencies to achieve applicable range land health standards and land use / forest plan objectives. **The allocation of another USFS Grazing Permit(s) to Colvin upon the USFS McKinney, USFS Monitor Valley East, USFS Silver Creek, and USFS Table Mountain Allotments would help maintain and enhance such livestock operation.**

Colvin owns private land within the administrative boundary of the BLM Stone Cabin Allotment which has historically served as the Base property for BLM and USFS Grazing Permits, and which has also historically served as the base of operations for its livestock operation. Colvin also owns *other* private land within the administrative boundary of the BLM Stone Cabin, BLM Wagon Johnnie Allotment, USFS Little Fish Lake Allotment, USFS Wagon Johnnie Allotment, and USFS McKinney Allotment, including some associated water rights upon the private land, public lands, and national forest system lands. **This status allows Colvin to offer the USFS more flexibility as to the intended grazing use in the USFS McKinney, USFS Monitor Valley East, USFS Silver Creek, and USFS Table Mountain Allotments.**

Colvin holds a BLM Grazing Permit which authorizes it to graze livestock upon the public lands within the BLM Stone Cabin Allotment and BLM Wagon Johnnie Allotment. The BLM Stone Cabin Allotment is adjacent to the USFS McKinney Allotment. This status allows us to offer the USFS more flexibility as to the intended grazing use in the USFS McKinney Allotment, as well as to BLM within the BLM Stone Cabin and BLM Wagon Johnnie Allotment.

Colvin holds a USFS Grazing Permit which authorizes it to graze livestock upon the USFS Little Fish Lake Allotment and USFS Wagon Johnnie Allotment. The USFS Little Fish Lake Allotment is adjacent to the USFS Table Mountain and USFS Monitor Valley East Allotments. **This status allows us to offer the USFS more flexibility as to the intended grazing use in the USFS Table Mountain and USFS Monitor Valley East Allotments, as well as to USFS within the USFS Little Fish Lake and USFS Wagon Johnnie Allotments.**

Colvin has a pending application with the BLM for a term Grazing Permit within the BLM's (vacant) Ralston Allotment, including associated applications for water rights upon existing water infrastructure within the boundary of the Ralston Allotment. Under information and belief, BLM intends to process such permit application in due course. The pending application implicates an interest in grazing use within the adjacent Silver Creek Allotment. **This status allows us to offer the USFS more flexibility as to the intended grazing use in the USFS Silver Creek Allotment, as well as to BLM within the BLM Ralston Allotment.**

Beyond the foregoing interests, *Colvin & Son, LLC* and its managers, members, and employees enjoy and cherish the custom & culture associated with livestock ranching upon the public lands and national forest system lands within the area in question; enjoy and cherish the solitude that these lands provide; and enjoy and use these lands for a multitude of other purposes

like hiking, horseback riding, bird-watching, camping, and other types of recreation. *Colvin & Son, LLC*, and its managers, members, and employees are also active members and an integral part of local groups and associations.

Given the foregoing, we are qualified per 36 C.F.R. § 222.3 (7/1/2023 Edition), and uniquely positioned to be issued Term Grazing Permit(s) within four (4) of the six (6) allotments subject to the Monitor-Toquima Range Vacant Allotment Project; namely, the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments. Alternatively, we are qualified to uniquely positions to issue Temporary Grazing Permits within such allotments.

II. Contents of an Objection: 36 C.F.R. § 218.8(d).

A. Objector’s name and address with a telephone number if available; with signature or other verification of authorship supplied upon request. 36 C.F.R. § 218.8(d)(1), (2).

Colvin’s name, address, telephone number are noted in the caption above. The signature/verification of Heath Miller for Colvin is noted on the signature line at the end of these Objections.

B. Identification of the lead objector when multiple names are listed, along with verification upon request. 36 C.F.R. § 218.8(d)(3).

No other party is part of these Objections. *See* Section II.A., above.

C. Name of project, name and title of the responsible official, national forest/ranger district where project is located. 36 C.F.R. § 218.8(d)(4).

The name of the project is the “Monitor-Toquima Range Vacant Allotment Project.”

The name and title of the responsible officer is Lance Brown, District Ranger, Austin-Tonopah District Ranger, 1400 South Erie Main Street, P.O. Box 3940, Tonopah, Nevada 89049, Telephone - 775-482-6286, and Telecopy - 775-482-3053.

The project is located within the Austin-Tonopah Ranger District, Humbolt-Toiyable National Forest, as specifically related to the McKinney, Meadow Canyon, Monitor Valley East, Monitor Valley West, Silver Creek, and Table Mountain Allotments located in central Nevada.

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D. Sufficient narrative description of those aspects of the proposed project objected to, specific issues related to the project, how environmental law, regulation, or policy would be violated, and suggested remedies which would resolve the objection. 36 C.F.R. § 218.8(d)(5).

The “Draft Decision Notice” states in its “Decision & Rationale” the following:

Based on the analysis in the Environmental Assessment and supporting documentation in the project record, I have decided to reauthorize livestock in the Monitor East and Monitor West allotments as Forage Reserves until such time as the Bureau of Land Management makes a decision regarding livestock grazing on their Monitor allotment. The long-term usefulness of these allotments is their connection across the BLM managed public lands. Without that connection they will function better as forage reserves rather than standalone allotments. I have also decided to reauthorize livestock grazing on the McKinney and Silver Creek allotments as forage reserves available for winter use. The limited availability of water during summer months and lower productivity of these areas would not support livestock grazing during the remainder of the year. In the winter, when needed, livestock could graze available forage and access water that is available during that period. My decision also authorizes livestock grazing on the Meadow Canyon allotment for use during the summer as a forage reserve. As one of the larger allotments, the Meadow Canyon allotment could provide an emergency source of summer forage for permittees who have been pushed off their permitted allotments by fire, drought, or other extenuating circumstances.

Use of these forage reserves would be consistent with the numbers, seasons of use and utilization prescribed in the proposed action (EA, pp. 5-10, Table 2, and Table 3). As forage reserves, use is not anticipated to be annual and when they are not in use, they will be rested. This rest will allow the allotments to continue to provide the high value wildlife habitat they currently support and the vegetation to recover following a season of use.

It is my decision to reauthorize livestock grazing on the Table Mountain allotment and a 10-year term grazing permit will be issued. The Table Mountain allotment has multiple dependable water sources, existing infrastructure that will allow for active and proper management of livestock across the allotment.

My rationale for this decision stems from the analysis in the EA and supporting project record. The areas identified as forage reserves all have limited resources to support authorizing livestock under term grazing permits. Allotment size, access to water, arid conditions, and resource conflicts, wildlife habitat, wild horse, soils, and potential recreation interactions all played a role in my decisions. As forage reserves these allotments will support the wider central Nevada area when there is a need. These types of reserves are rare in Nevada and will allow the forest to support the local economy while also reducing potential effects on the physical, biological, and cultural resources present on the allotments. I did not select the

Table Mountain allotment as a forage reserve because of all the allotments considered in the analysis it has the greatest potential to provide forage for livestock and maintain the desired ecological conditions as identified in the Forest Plan.

The color highlights have been added to relate to our comments below.

As to such “Decision & Rationale,” we respectfully share the following objections:

First – Monitor East Valley Allotment and Table Mountain Allotment. we don’t object “to reauthorize livestock in the Monitor East and Monitor West allotments.” However, we do object that such reauthorization as to the Monitor East Allotment will be via “Forage Reserves until such time as the Bureau of Land Management makes a decision regarding livestock grazing on their Monitor allotment.” This is because of the following:

- (1) Separate from any designated campgrounds and small, administrative areas, the remainder of the national forest system lands within, among others, the Monitor Valley East Allotment and the Table Mountain Allotment are capable and suitable for livestock grazing by cows & calves according the USFS’s own determinations in its NOPA dated May 13, 2021, at page 7, as follows:

Table 2. Allotment Acreage and Capability

Grazing Allotment	Total Acres	Capable Acres—Cattle
Meadow Canyon	44,400	28,019
McKinney	58,200	28,171
Monitor Valley East	8,200	6,648
Monitor Valley West	12,100	10,820
Silver Creek	51,000	40,103
Table Mountain	35,300	26,983
Total	209,200	140,744

Source: Forest Service GIS 2020

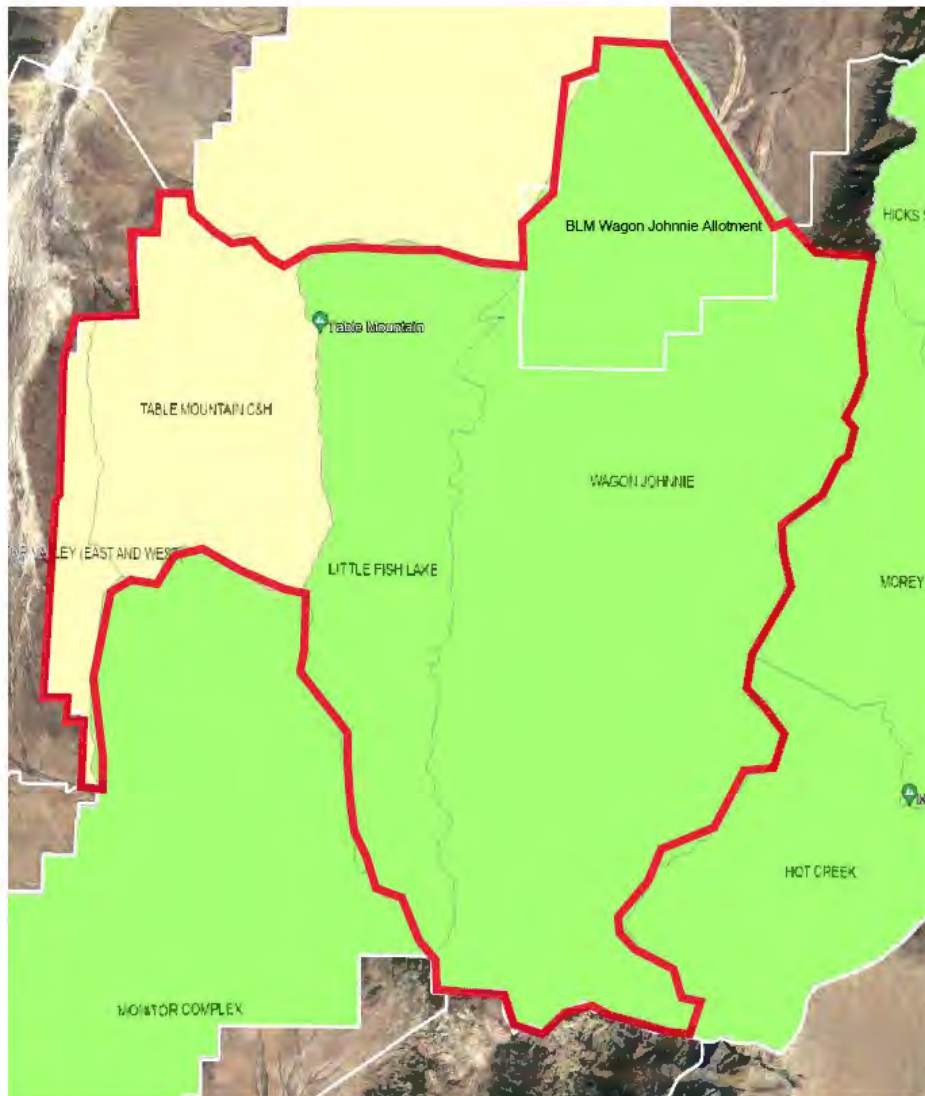
The Monitor-Toiyabe Range Vacant Allotment Project proposed action contributes to the maintenance or attainment of one or more goals, desired conditions, or objectives; it also does not foreclose the opportunity to maintain or achieve any goals, desired conditions, or objectives, over the long term.

This project complies with applicable standards and applicable guidelines.

This project occurs in an area that the Toiyabe National Forest LRMP identifies as suitable for livestock grazing or for which the plan is silent with respect to its suitability for livestock grazing. The LRMP does not make site-specific determinations of suitability for livestock grazing. Areas that are often considered unsuitable for livestock grazing include designated campgrounds, administrative areas, research natural areas, and municipal watersheds. The project area, which consists of the listed allotments, contains one designated campground and two administrative sites. The project area is adjacent to the Mount Jefferson Research Natural Area. The proposed action would not permit livestock grazing in any of these areas. All other areas within the project area are considered suitable for livestock grazing.

- (2) Colvin acknowledges that are portions of the western edges of the Monitor Valley East Allotment and of the western and northwestern edges of the Table Mountain Allotment that may be prudent to be “Forage Reserves until such time as the Bureau of Land Management makes a decision regarding livestock grazing on their Monitor

allotment.” See Map below (which is from Appendix A, page 3, of the Monitor-Toquima Range Vacant Allotment Project, EA, FONSI, and Draft Decision Notice). This is because these western edges are, while national forest system lands, more homogeneous with the adjacent public lands within the BLM Monitor Allotment. **However, this is not true as to the remaining national forest systems lands in the Monitor Valley East Allotment and Table Mountain Allotment. These remaining national forest systems lands are capable and suitable for *consolidated* permitted livestock use with the USFS Little Fish Lake Allotment and the USFS Wagon Johnnie Allotment, as well as the BLM Wagon Johnnie Allotment.¹ See Map below:**



- (3) Based upon the foregoing two (2) points, the remaining national forest system lands within the Monitor Valley East Allotment and within the Table Mountain Allotment

¹ See also ATTACHMENT #3 (Pasture Map of the USFS Little Fish Lake Allotment, the USFS Wagon Johnnie Allotment, and BLM Wagon Johnnie Allotment).

should NOT be a “Forage Reserve” until the BLM Monitoring Allotment is adjudicated. Instead, these remaining national forest system lands should be consolidated with the USFS Little Fish Lake Allotment and the USFS Wagon Johnnie Allotment, and the USFS should issue a single, new USFS Term Grazing Permit to Colvin as part of the projected grant process, particularly given Colvin holds the current USFS Grazing Permit as to the USFS Little Fish Lake Allotment and USFS Wagon Johnnie Allotment, as well as BLM Wagon Johnnie Allotment. The consolidation of these allotments, as illustrated in the Map above, would enhance the grazing management in all these areas to conform to applicable objectives and provided added flexibility by Colvin to continue to meet applicable objectives.

Second – McKinney and Silver Creek Allotments, we don’t object to “to reauthorize livestock grazing on the McKinney and Silver Creek allotments” and we also don’t object that the reauthorization as to the McKinney and Silver Creek Allotments be for winter use. However, we do object that such reauthorization as to the McKinney and Silver Creek Allotments will be via “forage reserves,” as discussed in more detail below. This is because of the following:

- (1) Separate from any designated campgrounds and small, administrative areas, the remainder of the national forest system lands within, among others, the McKinney and Silver Creek Allotments are capable and suitable for livestock grazing by cows & calves according the USFS’s own determinations in its NOPA dated May 13, 2021, at page 7, as noted above.
- (2) As to Silver Creek Allotment, Colvin would likely agree that the USFS should reauthorize livestock in the Silver Creek Allotment as a Forage Reserve until such time as the Bureau of Land Management makes a decision regarding livestock grazing on their BLM Ralston Allotment.

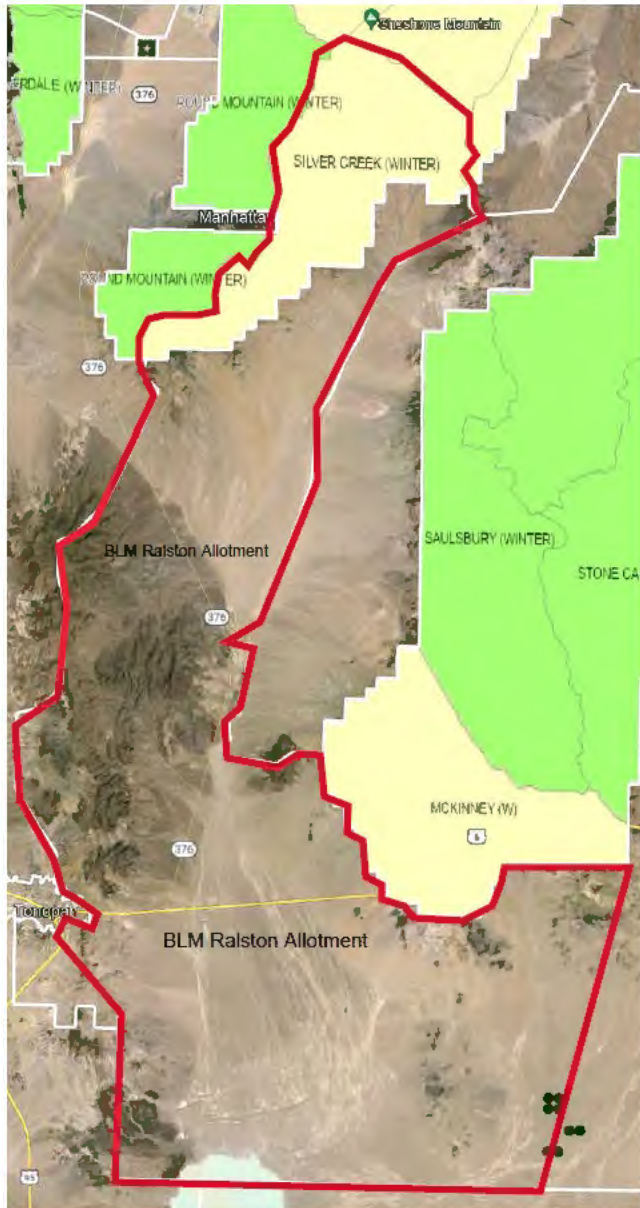
This is because the Silver Creek Allotment is closely associated and generally homogenous with the Ralston Allotment. As noted above, Colvin has applied for a Grazing Preference and Permitted Use associated with the Ralston Allotment. It is expected that BLM will adjudicate and issue a new Grazing Permit in the Ralston Allotment in due course. The USFS should reserve issuing an USFS Grazing Permit in the Silver Creek Allotment until BLM completes its adjudication process and then thereafter issue the Term Grazing Permit for the Silver Creek Allotment to the new permittee(s) in the Ralston Allotment. *See Map below* between as to the interplay between the USFS Silver Creek Allotment and the BLM Ralston Allotment.

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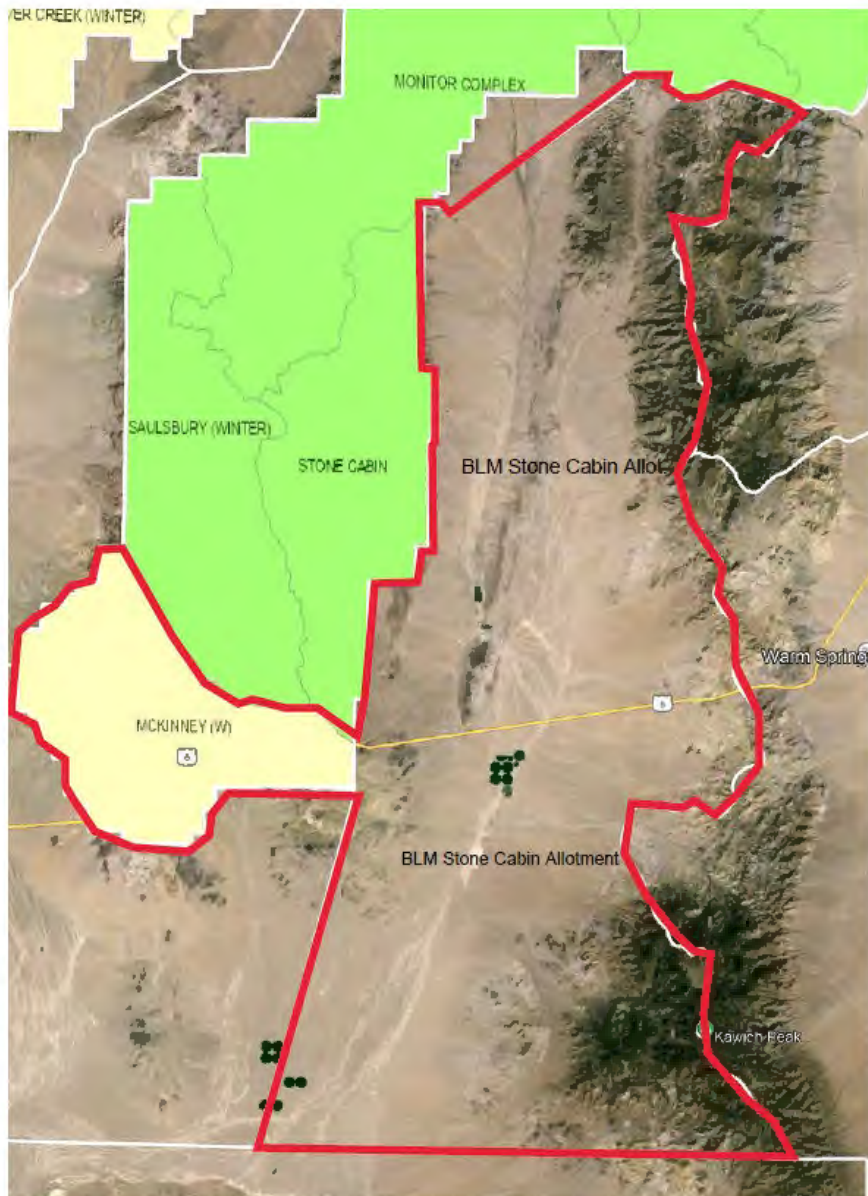
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As to McKinney Allotment, Colvin owns private land within the McKinney Allotment. Colvin finds that the national forest system lands practically fit within the current permitted use by Colvin within the BLM Stone Cabin Allotment. Based upon the foregoing point (1), USFS should issue a single, new USFS Term Grazing Permit to Colvin as to the McKinney Allotment. The intended collaborative use between the USFS McKinney Allotment and the BLM Stone Cabin Allotment would enhance the grazing management in the two (2) areas to conform to applicable objectives and provided added flexibility by Colvin to continue to meet applicable objectives. *See* Map below between as to the interplay between the USFS McKinney Allotment and the BLM Stone Cabin Allotment.

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Third – Table Mountain Allotment, we accept and don't object to "to reauthorize livestock grazing on the Table Mountain allotment" and for the USFS to issue "a 10-year term grazing permit." However, we would recommend a refinement to such authorization as discussed in the First - Monitor East Allotment and Table Mountain Allotment.

Fourth – USFS Grant Priority Process. The Notice of Proposed Action, Monitor-Toquima Range Vacant Allotment Project, "Draft Decision Notice" speaks at page 2 to the "Next Step," stating:

Following the decision, the District will begin the administrative process for issuance of term grazing permits and management of the Forage Reserves. Steps along this process Include:

- Forest preparing an Allotment Management Plan(s) that implement the decision.
- Outreach the availability of the Term Grazing permit to interested operators?
- Following the Grant Priority Process (FSH 2209.13).
- Issue term grazing permit
- Complete infrastructure improvements consistent with the Decision and Design Features.
- Issue the Annual Operating Instructions which authorizes livestock grazing on the allotments.

An AOI for livestock grazing on a Forage Reserves may be issued to holders of existing Forest Service Term Grazing Permits in good standing.

Colvin welcomes this process. Colvin has reviewed the “Grant Priority Process,” which is attached hereto as **ATTACHMENT #2**. Colvin contends that it is in a priority position to be issued new Term Grazing Permits, as discussed and commented above.

E. A statement that demonstrates the connection between prior specific written comments on the particular proposed project or activity and the content of the objection, unless the objection concerns an issue that arose after the designated opportunity(ies) for comment. 36 C.F.R. § 218.8(d)(6).

All of the foregoing comments were made in Colvin’s previous comments dated June 10, 2021, to the Notice of Proposed Action, Monitor-Toquima Range Vacant Allotment Project, which, again, are attached hereto as **ATTACHMENT #1**. To the extent these comments are new as to “Forest Reserve” elements, this is because the “Forest Reserve” elements are new.

If you have any questions, please call or write.

Very truly yours,

Colvin & Son, LLC

by 

Heath Miller, Manager and authorized representative

Attachment Nos. 1, 2, 3

cc: Lance Brown, District Ranger via email
Austin-Tonopah District Ranger
1400 South Erie Main Street
P.O. Box 3940
Tonopah, Nevada 89049
Telephone: 775-482-6286

ATTACHMENT #1

Colvin & Son, LLC's Letter dated June 10, 2021

(123 pages)

**Colvin & Son, LLC
Attn: Heath Miller
HC 76, Box 36199
Tonopah, Nevada 89049**

June 10, 2021

Lance Brown, District Ranger Austin-Tonopah District Ranger 1400 South Erie Main Street P.O. Box 3940 Tonopah, Nevada 89049 Telephone: 775-482-6286 Telecopy: 775-482-3053	Lance Brown, District Ranger Austin-Tonopah District Ranger 100 Midas Canyon Road P.O. Box 130 Austin, Nevada 89310 Telephone: 775-964-2671 Telecopy: 775-482-3053
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Re: (1) Comments to the Humboldt-Toiyabe National Forest (“HTNF”), Austin-Tonopah Ranger District’s Notice of Proposed Action (“NOPA”) for the Monitor-Toquima Range Vacant Allotment Project #59389 dated May 2021.

(2) Application by *Colvin & Son, LLC* for USFS’s Term Grazing Permit(s) within the following vacant allotments subject to the USFS’s NOPA: McKinney Allotment, Silver Creek Allotment, Table Mountain Allotment, and Monitoring Valley East Allotment.

Comments / Application submitted to USFS via <http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=59389>; and via comments-intermtn-humboldt-toiyabe-austin-tonopah@usda.gov. See NOPA at pages 14-15 (“Comment Process”).

Dear Mr. Brown,

We are in receipt of the NOPA which anticipates “the need to prepare an environmental assessment (EA) as required by the National Environmental Policy Act (NEPA)”; noting that this “EA will analyze authorizing livestock grazing on the McKinney, Meadow Canyon, Monitor Valley East, Monitor Valley West, Silver Creek, and Table Mountain allotments located in the central portion of Monitor Valley. These allotments have been vacant since the early 1990’s.” See USFS’s Email Bulletin Notice dated May 13, 2021 @ 7:54 A.M. The NOPA reports at page 1 that the “purpose of this comment period is to solicit comments that will help refine the scope of the issues to be addressed in the EA, identify mitigation measures to be included in the proposed action, and frame the analysis of effects.”

Summary:

We welcome the assessment to analyze and to authorize grazing use via the issuance of Term Grazing Permits to qualified applicants within the McKinney, Meadow Canyon, Monitor

Valley East, Monitor Valley West, Silver Creek, and Table Mountain Allotments. We specifically contend that we qualify to hold such a Term Grazing Permit, 36 C.F.R. § 222.3 (7/1/2020 Edition), and we contend we are uniquely positioned to be issued a Term Grazing Permit within four (4) of the six (6) allotments; namely, the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments. In fact, we own and/or hold the following interests relative to such four (4) allotments which make it prudent to allocate the grazing use in such allotments to us (see Attachment #1 – Map), as follows:

- We own private land within the administrative boundary of the McKinney Allotment. See Attachment #2 (Deed). This status allows us to offer the USFS more flexibility as to the intended grazing use in the McKinney Allotment.
- We hold a BLM Grazing Permit which authorizes us to graze livestock upon the BLM Stone Cabin Allotment and the BLM Wagon Johnnie Allotment which the former is adjacent to the McKinney Allotment. See Attachment #3 (BLM Grazing Permit). This status allows us to offer the USFS more flexibility as to the intended grazing use in the McKinney Allotment, as well as to BLM within the BLM Stone Cabin and BLM Wagon Johnnie Allotment.
- We hold a USFS Grazing Permit which authorizes us to graze livestock upon the Little Fish Lake Allotment and Wagon Johnnie Allotment which the former is adjacent to the Table Mountain Allotment and related thereto to the Monitor Valley East Allotment. See Attachment #4 (USFS Grazing Permit). This status allows us to offer the USFS more flexibility as to the intended grazing use in the Table Mountain and Monitor Valley East Allotments, as well as to USFS within the Little Fish Lake Allotment and Wagon Johnnie Allotment.
- We have a pending application with the BLM for a term Grazing Permit within the BLM's (vacant) Ralston Allotment, including associated applications water rights within the boundary of the Ralston Allotment. Under information and belief, BLM intends to process such permit application the fall/winter 2021. The pending permit application implicates interest in grazing use within the adjacent Silver Creek Allotment. See Attachment #5 (BLM Grazing Application for the Ralston Allotment). This status allows us to offer the USFS more flexibility as to the intended grazing use in the Silver Creek Allotment, as well as to BLM within the BLM Ralston Allotment.

See also Numbers (1), (10) below.

Colvin & Son, LLC is authorized to do business in the State of Nevada. It owns sufficient private land that can be offered as "Base property", 36 C.F.R. § 222.1(b)(3) (7/1/2020 Edition) for the issuance of a Term Grazing Permit to it.

It would be consistent with applicable law and the applicable forest plan to issue a USFS Grazing Permit to us upon four (4) of the currently vacant allotments. The issuance of such Grazing Permit to us would also be beneficial to the public-at-large as providing an

environmentally and economically friendly means to utilize livestock upon these allotments to, among other things, (a) consume naturally renewable, standing forage (grasses, forbs, and shrubs) that is unavailable for human consumption and converting it to consumable protein for use by the public; and (b) provide wildfire mitigation through removal of fine and intermediate fuels by livestock.

Discussion:

(1) Commenter / Applicant – *Colvin & Son, LLC*.

Colvin & Son, LLC (“Colvin”) is a limited liability company in Nevada and authorized to do business in Nevada. While Colvin was formed over twenty (20) years ago on August 18, 2000, its original member, Tom Colvin, Jr. owned private land and water rights and held a BLM Grazing Permit in the Stone Cabin and Wagon Johnnie Allotments, and held a USFS Grazing Permit in the Little Fish Lake and Wagon Johnnie Allotments for two plus decades prior to 2000. Tom Colvin, Jr., and now Colvin & Son, LLC, have operated a yearlong, cow-calf livestock operation within the area in question for a long time. This operation is inclusive of private land, water rights, livestock, a BLM Grazing Permit, a USFS Grazing Permit, machinery, equipment, and incidental assets to sustain such operation. This livestock operation has been dependent upon public land use and national forest system land use for a long time, and has consistently cooperated with the federal land management agencies to achieve applicable range land health standards and land use / forest plan objectives. The allocation of another USFS Grazing Permit to Colvin upon the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments would help maintain and enhance such livestock operation.

Colvin owns private land within the administrative boundary of the BLM Stone Cabin Allotment which has historically served as the base property for BLM and USFS Grazing Permits, and which has also historically served as the base of operations for its livestock operation. Colvin also owns *other* private land within the administrative boundary of the BLM Stone Cabin, BLM Wagon Johnnie Allotment, USFS Little Fish Lake Allotment, USFS Wagon Johnnie Allotment, and USFS McKinney Allotment, including some associated water rights upon the private land, public lands, and national forest system lands. *See Attachment #2 (Deed)*. This status allows us to offer the USFS more flexibility as to the intended grazing use in the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments.

Colvin holds a BLM Grazing Permit which authorizes it to graze livestock upon the public lands within the Stone Cabin Allotment and Wagon Johnnie Allotment. The Stone Cabin Allotment is adjacent to the McKinney Allotment. *See Attachment #1 (Map); Attachment #3 (BLM Grazing Permit)*. This status allows us to offer the USFS more flexibility as to the intended grazing use in the McKinney Allotment, as well as to BLM within the BLM Stone Cabin and BLM Wagon Johnnie Allotment.

Colvin holds a USFS Grazing Permit which authorizes it to graze livestock upon the Little Fish Lake Allotment and Wagon Johnnie Allotment. The Little Fish Lake Allotment is adjacent to the Table Mountain and Monitor Valley East Allotments. *See Attachment #1 (Map); Attachment #4 (USFS Grazing Permit)*. This status allows us to offer the USFS more flexibility

as to the intended grazing use in the Table Mountain and Monitor Valley East Allotments, as well as to USFS within the Little Fish Lake and Wagon Johnnie Allotments.

Colvin has a pending application with the BLM for a term Grazing Permit within the BLM's (vacant) Ralston Allotment, including associated applications for water rights upon existing water infrastructure within the boundary of the Ralston Allotment. Under information and belief, BLM intends to process such permit application the fall/winter 2021. The pending application implicates an interest in grazing use within the adjacent Silver Creek Allotment. See Attachment #1 (Map); Attachment #5 (BLM Grazing Application for the Ralston Allotment). This status allows us to offer the USFS more flexibility as to the intended grazing use in the Silver Creek Allotment, as well as to BLM within the Ralston Allotment.

Beyond the foregoing interests, Colvin & Son, LLC and its managers, members, and employees enjoy and cherish the custom & culture associated with livestock ranching upon the public lands and national forest system lands within the area in question; enjoy and cherish the solitude that these lands provide; and enjoy and use these lands for a multitude of other purposes like hiking, horseback riding, bird-watching, camping, and other types of recreation. Colvin & Son, LLC, and its managers, members, and employees are also active members and an integral part of local groups and associations.

Given the foregoing, Colvin & Son, LLC is significantly impacted by the NOPA and its intended outcome. Based thereon, Colvin submits these comments and its application for a USFS Term Grazing Permit upon the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments via <http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=59389>, and via email to comments-intermtn-humboldt-toiyabe-austin-tonopah@usda.gov.

Colvin & Son, LLC asks the USFS to inform it whether it must / should submit an application for a Term Grazing Permit upon the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments via a formal application. If the answer is "yes", Colvin will submit such application.

Colvin & Son, LLC requests that it be put on the *Interested Public* list associated with this intended Project so they are informed of any and all meetings and opportunities to comment as to this intended Project. See NOPA at page 15 ("Staying Involved"); see also NOPA at page 15 ("Next Steps").

Colvin & Son, LLC requests to meet and confer with USFS as to these comments and its application for a USFS Term Grazing Permit, as well as throughout the intended process to assess this intended Project. See NOPA at page 15 ("Next Steps").

(2) NOPA at pages 1-2 – Background.

No comment *per se*, though see other comments herein.

Colvin & Son, LLC is willing to work with USFS to authorize grazing use on the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments in the manner

prescribed in Table 1 or in such *other* manner that conforms to applicable law, conforms to the applicable Forest Plan, and conforms to the economic viability / sustainability of Colvin. Colvin welcomes the opportunity to meet and confer with the USFS to identify a legal and rational grazing authorization within the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments that would be compatible with applicable laws, applicable Forest Plan, and Colvin's other private land, existing BLM / USFS Grazing Permits, and projected BLM Grazing Permit (on the Ralston Allotment) so a viable grazing system can be authorized and implemented. See also (7) below (which speaks to Table 3 at page 8 of the NOPA, and which speaks to a preliminary "Proposed Permitted Use").

(3) NOPA at page 4 – Purpose and Need.

Colvin & Son, LLC agrees. The USFS should forthwith proceed with its analysis and should forthwith proceed with issuing USFS Term Grazing Permits to qualified applicants, like Colvin. Colvin applies for and desires to be authorized a USFS Term Grazing Permit within the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments. Colvin is qualified to be issued a USFS Term Grazing Permit and is in a unique position to help the USFS achieve its Purpose and Need, for the reasons stated herein.

(4) NOPA at pages 4 and 5 – Management Direction.

Colvin & Son, LLC agrees. The USFS should forthwith proceed with its analysis and should forthwith proceed with issuing USFS Term Grazing Permits to qualified applicants, like Colvin. Colvin applies for and desires to be authorized a USFS Term Grazing Permit within the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments. Colvin is qualified to be issued a USFS Term Grazing Permit and is in a unique position to help the USFS achieve its Management Direction, for the reasons stated herein.

(5) NOPA at pages 5-7 – Capability and Suitability.

Colvin & Son, LLC agrees in part. Colvin agrees with the acres identified as "Capable for Grazing" in Figure 4 of the NOPA, though disagrees with the remainder. See also Table 2 at page 7 of the NOPA. While Colvin agrees that acres within designated campgrounds and small, administrative areas may not be capable, the remainder of the areas on the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments are capable and suitable for livestock grazing by cows & calves. In fact, it is apparent the NOPA at page 5 agrees, stating "[w]hile some lands may not meet the capability definition, this does not mean those rangelands cannot be crossed by livestock or that some forage cannot be removed by livestock without causing an unacceptable impact." In addition, it is impractical to suggest that proper grazing management could / would occur within what appears to be patch-work of capability within the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments, as illustrated on the Map in Figure 2 at page 6 of the NOPA.

Colvin agrees that the "proposed action contributes to the maintenance or attainment of one or more goals, desired conditions, or objectives; it also does not foreclose the opportunity to

maintain or achieve any goals, desired conditions, or objectives, over the long term” – consistent with the other comments herein. NOPA at page 7.

Colvin agrees that this “project complies with applicable standards and applicable guidelines” - consistent with the other comments therein. NOPA at page 7.

Colvin agrees that this project area is suitable for livestock grazing, except for designated campgrounds, administrative areas, and any research natural areas which prohibit livestock grazing. We are unaware whether the Mount Jefferson RNA prohibits livestock grazing, though the USFS should confirm such point in any subsequent assessment. Colvin disagrees that municipal watersheds are non-suitable *per se*, assuming any exist within the area of the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments. The USFS should confirm the existence of any municipal watersheds in any subsequent assessment and if any exists, the USFS should determine whether permitted livestock grazing would be inconsistent with such municipal watersheds.

(6) NOPA at page 7 – Proposed Action.

Colvin & Son, LLC agrees – consistent with the other comments herein.

(7) NOPA at pages 7 and 8 – Proposed Action - Occupancy.

Colvin & Son, LLC agrees – consistent with the other comments herein.

Colvin & Son, LLC is willing to work with USFS to authorize grazing use on the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments in the manner prescribed in Table 3 at page 8 of the NOPA, as follows:

Table 3. Proposed Permitted Use

Allotment	Maximum Cattle Head	Maximum Season of Use	Initial Head Months	Maximum Head Months
McKinney	150	Mar. 1–Feb. 28	200	403
Meadow Canyon	340	May 15–Oct. 15	200	1,531
Monitor Valley East	150	Mar. 1–Feb. 28	88	88
Monitor Valley West	150	Mar. 1–Feb. 28	110	110
Silver Creek	150	Mar. 1–Feb. 28	187	187
Table Mountain	240	Jun. 1–Sept. 30	365	729

Source: Forest Service 2020

In fact, Colvin is willing to refine the Proposed Permitted Use identified in Table 3 so as to further enhance conformity with applicable laws and Forest Plan through consideration of the current authorized grazing use by Colvin per its private land, its BLM Grazing Permit, and its USFS Grazing Permit. Any assessment should consider such opportunities as part of any assessment.

(8) NOPA at page 8 – Proposed Action - *Season of Use.*

Colvin & Son, LLC agrees – consistent with the other comments herein. Colvin is willing to refine the Seasons of Use in Table 3 so as to further enhance conformity with applicable laws and Forest Plan through consideration of the current authorized grazing use by Colvin per its private land, its BLM Grazing Permit, and its USFS Grazing Permit. Any assessment should consider such opportunities as part of any assessment.

(9) NOPA at page 8 – Proposed Action - *Forage Utilization Rates.*

Colvin & Son, LLC agrees with Table 4 at page 9 of the NOPA – consistent with the other comments herein.

Table 4. Plant Community Utilization Standards under the Proposed Action

Plant Community	Herbaceous	Shrub
Aspen, sagebrush, mountain brush, and grassland	45%	40%
Riparian	45%	25%
Alpine	40%	25%

(10) NOPA at page 9 – Proposed Action - *Grazing Management Strategies.*

Colvin & Son, LLC agrees with the Grazing Management Strategies at page 9 of the NOPA – consistent with the other comments herein. Colvin is willing to refine the Grazing Management Strategies at page 9 so as to further enhance conformity with applicable laws and Forest Plan through consideration of the current authorized grazing use by Colvin per its private land, its BLM Grazing Permit, and its USFS Grazing Permit. In fact, it is apparent that further opportunities exist for grazing management strategies when one considers the interplay:

- between Colvin’s private land and water rights as related to the intended grazing use in the McKinney, Monitor Valley East, Silver Creek, and Table Mountain Allotments, particularly as to any unfenced, intermingled private land owned by Colvin & Son, LLC within these four (4) allotments;
- between Colvin’s BLM Grazing Permit in the Stone Cabin and Wagon Johnnie Allotments as related to the intended grazing use in the McKinney Allotment;
- between Colvin’s USFS Grazing Permit in the Little Fish Lake and Wagon Johnnie Allotments as related to the intended grazing use in the Table Mountain and Monitor Valley East Allotments; and,

- between Colvin’s pending application with the BLM for a term Grazing Permit within the BLM’s Ralston Allotment as related to the intended grazing use in the Silver Creek Allotment.

Any assessment should consider the foregoing opportunities as part of any assessment of the following grazing management strategies stated at page 9 of the NOPA:

Grazing Management Strategies

The Meadow Canyon and Table Mountain allotments would be grazed under deferred or rest rotation strategies. Season-long use within the authorized season could also be used if cattle are well distributed throughout the allotments. Adjustments would be made as necessary to the timing, intensity, and duration of grazing use to adapt to on-the-ground conditions. Pastures within these allotments rely on a combination of drift fences and terrain to limit livestock movement.

Strategies would be designed to incorporate the following guidelines:

- Do not graze any one pasture twice in the same grazing season
- Vary the time of year livestock are in any one unit over several years
- Provide periodic season-long rest when possible
- Limit the amount of time cattle are in any area to minimize impacts of grazing regrowth
- Provide adequate time for growth prior to grazing or for regrowth after livestock have been removed
- Do not allow for multiple entries into a given pasture within a season, unless necessary for trailing
- Key areas would be established in allotments to monitor changes as a result of livestock and horse management

The McKinney, Monitor Valley East, Monitor Valley West, and Silver Creek allotments will not have pastures identified. Grazing use will occur season-long during the authorized season of use. These allotments are in areas of low elevation and precipitation and best suited for fall and winter grazing use. These allotments have few terrain features that would serve as effective barriers to cattle movement and would require construction of extensive fencing to implement a pasture system. Water is limited on these allotments, and cattle distribution can be more effectively managed through controlling their access to water.

(11) NOPA at pages 9-11 – Proposed Action - *Range Infrastructure*.

Colvin & Son, LLC conditionally agrees with the proposed Range Infrastructure for the McKinney Allotment in Table 5 at page 10 of the NOPA, for the Silver Creek Allotment in Table 7 at page 11 of the NOPA, and Table 8 at page 11 of the NOPA, subject to design, specifications, timing, and funding. The NOPA is silent on design, specification, timing, and funding of apparently needed range infrastructure. In fact, all range infrastructures should be authorized and constructed subject to on-the-ground coordination and flagging with at least the selected permittee. All of these elements should be assessed and considered in any assessment process and decision-making process.

As funding, much of the proposed infrastructure is proposed so as to prohibit grazing use in certain areas. Funding for such type of infrastructure, both construction and maintenance, should be assumed by the agency / general public, not by any permittee. In addition, initial reconstruction of all infrastructures should be assumed by the agency / general public. In

addition, any monetary and labor contribution by a selected applicant for any construction should be given due credit as per 43 U.S.C. § 1752(g).

As to timing, it is unrealistic to assume that such proposed infrastructure could be completed, even if assumed by the agency / general public, within 1 or 2 years.

(12) NOPA at pages 11-13 – Proposed Action-Monitoring.

Colvin & Son, LLC agrees with the proposed monitoring, but timing and funding should be assessed and considered in any assessment process and decision-making process. It is unrealistic to assume that the selected applicant should collect the applicable monitoring data.

(13) NOPA at pages 13 and 14 – Identification of Issues.

Colvin & Son, LLC agrees *in part* that those are appropriate issues to assess and to consider in any assessment process and decision-making process. However, two points should be made. First, we question the characterization of these issues at pages 13 and 14 of the NOPA because it inappropriately makes a negative connotation as to grazing use. Proper livestock grazing is good; not bad. Second, the list of issues omits wildfire and social-economics. Wildlife and social-economic should also be assessed and considered in any assessment process and decision-making process.

Very truly yours,

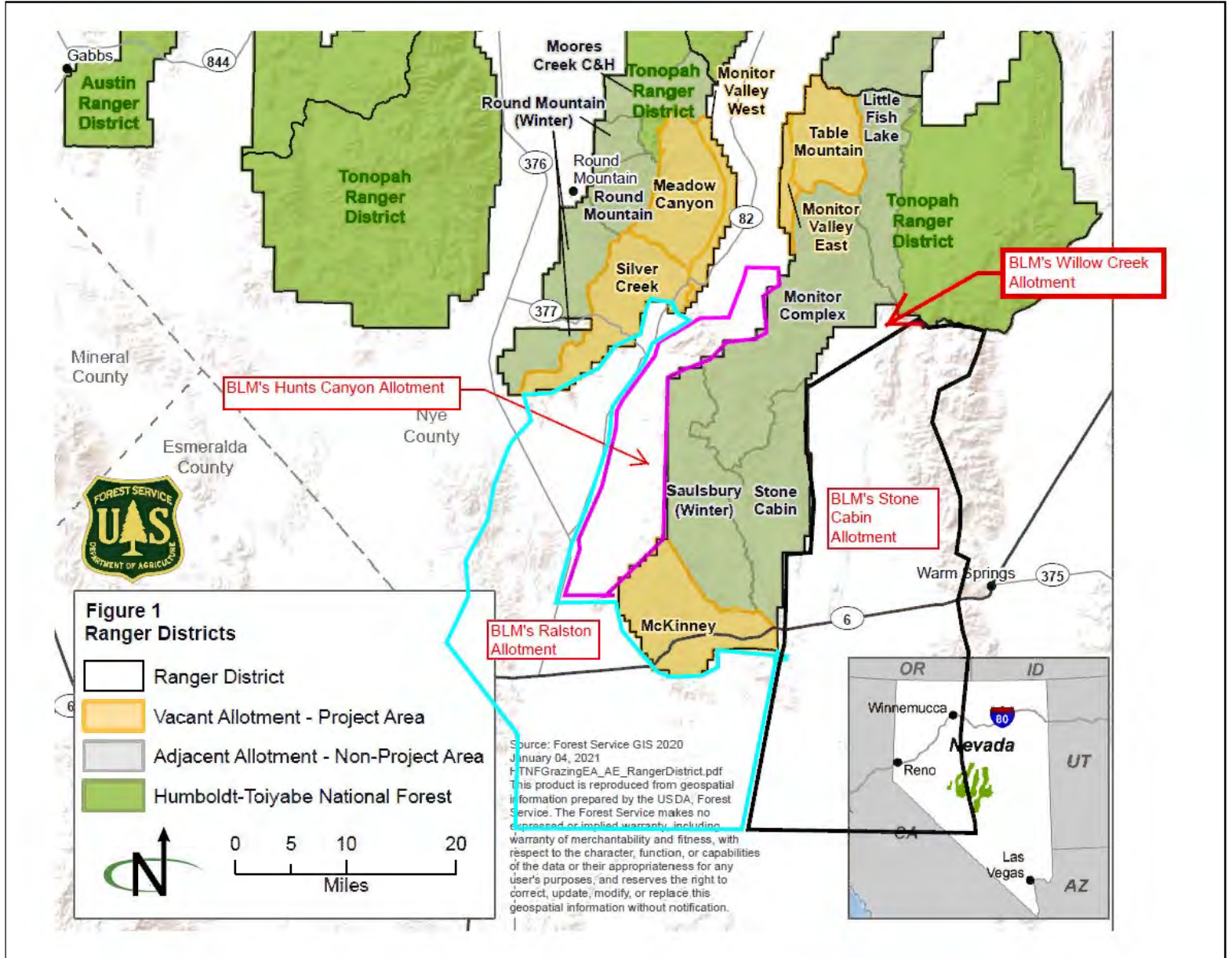
Colvin & Son, LLC

by 

Heath Miller, Manager and authorized representative

Attachment Nos. 1 -5

ATTACHMENT #1



ATTACHMENT #2

Deed

APN'S: 05-391-01; 05-391-03; 07-041-02; 07-051-03; 07-051-04; 07-061-04; 07-061-02; 07-081-03; 07-251-01; 07-401-01; 07-401-02; 07-401-03; 07-401-05; 07-421-03; 07-421-04; 07-411-02; 07-021-02; 07-321-02; 07-501-04; 07-331-01; 07-311-01; 07-491-02 **GRANT, BARGAIN and SALE DEED** 07-511-05; 07-531-02; 07-521-01; 07-511-03; 07-511-04 07-501-03; 07-531-04; 05; 07

25019281

FOR THE CONSIDERATION of TEN DOLLARS (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, COLVIN AND SON, a Nevada General Partnership, as Grantor, does hereby grant, bargain and sell to COLVIN & SON, LLC, a Nevada Limited Liability Company, as Grantee, and to its successors and assigns, forever, the property and premises located in the County of Nye, State of Nevada, described as follows:

All that certain real property situate in the County of Nye, State of Nevada, more particularly described as follows:

All of that certain real property described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth herein.

TOGETHER with all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM and USDA-Forest Service grazing permits, preferences and privileges, including any and all right, title and interest to the associated public land and National Forest System land range improvements, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character and description appurtenant to and used in connection with said range and grazing rights, said grazing permits, preferences and privileges, and said range improvements;

TOGETHER with any and all right, title and interest to reservoirs, ditches or other rights of way authorized under various pre-1976 Federal Grants upon or across the public land and National Forest System land, including any and all right, title and interest to water and water rights of every name, kind, character and description appurtenant to and used in connection with said Grants;

TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State Engineer, State of Nevada, Carson City, Nevada, including, but not limited to, any and all water rights described by the records in the Office of the State Engineer, State of Nevada referred to in Exhibit B attached hereto and incorporated herein by reference as though fully set forth herein.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Official Records Nye County Nevada

Requested By: Cow County Title Co.

COPY has not been 9/21/00 11:21 AM

with the Original Copy Nye County Recorder

Fee: \$17.00 State: \$

Dep: tp

500538

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

IN WITNESS WHEREOF, the Grantor has signed this deed this 31 day of August, 2000.

GRANTOR:

COLVIN AND SON, a Nevada General Partnership

By: Tommy Colvin Jr
TOMMY COLVIN JR., sole surviving partner

STATE OF Nevada)
COUNTY OF ELKO) SS.

On August 31, 2000, personally appeared before me, a Notary Public, TOMMY COLVIN JR., a single man, proven to me to be the person who acknowledged that he executed the above instrument.

Karla R. Jones
NOTARY PUBLIC

Parcel Numbers:
See Exhibit A attached

Grantee's Address:

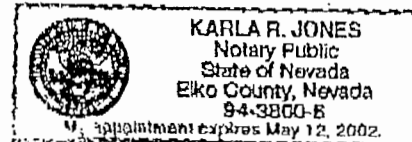


EXHIBIT "A"

All that certain real property situate in the County of Nye, State of Nevada, described as follows:

TOWNSHIP 5 NORTH, RANGE 45 EAST, M.D.B.&M.

Section 21: The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 05-221-03

TOWNSHIP 4 NORTH, RANGE 46 EAST, M.D.B.&M.

Section 20: The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)

Section 35: The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 05-391-01
05-391-03

TOWNSHIP 4 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 11: The North Half (N1/2) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-041-02

TOWNSHIP 5 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 13: The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4)

Section 26: The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-051-03
07-051-04

TOWNSHIP 6 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 25: The South Half (S1/2) of the Southeast Quarter (SE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-061-04

TOWNSHIP 6 NORTH, RANGE 47 EAST, M.D.B.&M.

H.E. Survey No. 120, embracing a portion of Section 32 and 33 in Township 6 North, Range 47 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

(continued)

EXHIBIT "A" - continued

Beginning at corner No. 1, from which U.S. Location Monument No. 263, bears South sixteen degrees east seven and nine-tenths chains distance; thence North seventy-eight degrees fifty-seven minutes West ten and forty-four hundredths chains to corner No. 2; thence North thirty degrees thirty three minutes West eight and twenty-nine hundredths chains to corner No. 3; thence North fifty-four degrees ten minutes East eleven and twenty-five hundredths chains to corner No. 4; thence North four degrees fifty-five minutes West twenty-eight and twenty-five hundredths chains to corner No 5; thence South eighty-seven degrees eleven minutes East three and eight-tenths chains to Corner No. 6; thence South two degrees seven minutes West seven and sixty two-hundredths chains to corner No. 7; thence South twenty-nine degrees thirty-two minutes East nine and forty-two hundredths chains to corner No. 8; thence South fifty-one minutes West twenty-seven and eighty-eight hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-061-02

TOWNSHIP 7 NORTH, RANGE 47 EAST, M.D.B.&M.

The H.E. Survey No. 144, embracing a portion of, approximately, Sections 33 and 34 in Township 7 North, Range 47 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which the North corner to Sections 3 and 4 in Township 6 North of Range 47 East of the Mount Diablo Meridian, bears South sixty-three degrees fifty-one minutes West twenty-four and thirty-one hundredths chains distant; thence, North eighty-four degrees fifty-three minutes West fifty-nine and eighty-hundredths chains to corner No. 2; thence, North twenty-seven degrees forty-eight minutes East ten and thirteen-hundredths chains to corner No. 3; thence, South seventy-nine degrees thirty-two minutes East fifty-seven and fifty-two-hundredths chains to corner No. 4; thence South twenty-four degrees thirty-nine minutes West four and twenty-six hundredths chains to corner No. 1 the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-081-03

TOWNSHIP 3 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 5: Lot 4 of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)

(continued)

EXHIBIT "A" - continued

Section 6: Lots 1 and 2 of the Northeast Quarter (NE1/4)
and the South Half (S1/2) of the Northeast Quarter
(NE1/4)

Excepting therefrom that portion conveyed for Highway
purposes by Deed recorded November 28, 1938 in Book 47 of Deeds,
page 119 as File No. 8784, Nye County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-251-01

TOWNSHIP 1 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 2: Lot 4 of the Northwest Quarter (NW1/4)
Section 3: Lots 1, 2, and 3
Section 5: The South Half (S1/2) of the South Half (S1/2)
Section 6: The North Half (N1/2) of the Southeast Quarter
(SE1/4)
Section 22: The South Half (S1/2) of the Southeast Quarter
(SE1/4) and the Northeast Quarter (NE1/4) of the
Southeast Quarter (SE1/4)
Section 23: The Northwest Quarter (NW1/4) of the Southwest
Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-401-01
07-401-02
07-401-03
07-401-05

TOWNSHIP 2 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 7: The Southwest Quarter (SW1/4) of the Southeast
Quarter (SE1/4) and the Southeast Quarter (SE1/4)
of the Southwest Quarter (SW1/4)
Section 17: The Northwest Quarter (NW1/4) of the Northwest
Quarter (NW1/4)
Section 33: The Northeast Quarter (NE1/4) of the Southeast
Quarter (SE1/4)
Section 34: The South Half (S1/2) of the Southwest Quarter
(SW1/4) and the Northwest Quarter (NW1/4) of
the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-421-03
07-421-04
07-411-02

(continued)

EXHIBIT "A" - continued**TOWNSHIP 2 NORTH, RANGE 47 EAST, M.D.B.&M.**

Section 14: The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-021-02

TOWNSHIP 9 NORTH, RANGE 48 EAST, M.D.B.&M.

The H.E. Survey No. 108, embracing a portion of, approximate, Sections thirteen, twenty-three, and twenty-four in Township Nine North of Range forty eight east of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which U.S. Location Monument No. 251, bears South twenty-eight degrees forty-two minutes West eighty-one chains distant; thence, North fifty-one degrees twenty-five minutes West three and sixteen-hundredths chains to corner No. 2; thence, North sixty-three degrees thirty one minutes East nine and ninety-seven-hundredths chains to corner No. 3; thence, North fifty degrees forty-one minutes East thirty three and eighty-three hundredths chains to corner No. 4; thence North seven degrees thirty-nine minutes West seventeen and fifty-four-hundredths chains to corner No. 5; thence, North sixty-eight degrees nine minutes East twenty-one and twenty-one hundredths chains to corner No. 6; thence, South nine degrees four minutes West nine and three-tenths chains to corner No. 7; thence, South twenty-three degrees twelve minutes West twenty-two and seventy-two-hundredths chains to corner No. 8; thence, South fifty-seven degrees fourteen minutes West twenty-four and twelve-hundredths chains to corner No. 9; thence, South forty-four degrees forty-five minutes West nine and sixteen-hundredths chains No. 10; thence, South seventy-four degrees thirty-four minutes West thirteen and thirty-six-hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-321-02

(continued)

EXHIBIT "A" - continued**TOWNSHIP 9 NORTH, RANGE 48 EAST, M.D.B.&M.**

The H.E. Survey No. 84, embracing a portion of, approximately, Section twenty-six in Township nine North of Range forty-eight East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which U.S. Location Monument No. 251, bears South thirty degrees twenty-four minutes West two and seventy-five hundredths chains distant; thence, North sixty-five degrees five minutes East eight and forty-six hundredths chains to corner No. 2; thence, South five degrees forty-two minutes West thirty-eight and twenty-one hundredths chains to corner No. 3; thence, South five degrees twenty-seven minutes East ten and eighty-six-hundredths chains to corner No. 4; thence, South seventeen degrees fifty-seven minutes East thirty one and fifty-seven-hundredths chains to corner No. 5; thence, South eighty-two degrees thirty-five minutes West three and seventy-seven hundredths chains to corner No. 6; thence, North twenty-one degrees forty-seven minutes West thirty-four and seven-hundredths chains to corner No. 7; thence, North thirty-one degrees fifty-six minutes West six and twenty-eight hundredths chains to corner No. 8; thence North twenty-two degrees forty-six minutes East fourteen and twenty-four-hundredths chains to corner No. 9; thence, North nineteen minutes West twenty-five and four hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-311-01

TOWNSHIP 9 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 9: The East Half (E1/2) of the Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)
Section 10: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)
Section 15: The West Half (W1/2) of the Northwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-491-02

(continued)

EXHIBIT "A" - continued**TOWNSHIP 10 NORTH, RANGE 49 EAST, M.D.B.&M.**

- Section 2: Lots 3 and 4 of the Northwest Quarter (NW1/4) and the North Half (N1/2) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4)
- Section 11: The West Half (W1/2) of the West Half (W1/2) and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)
- Section 14: The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4) and the East Half (E1/2) of the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)
- Section 22: The East Half (E1/2) of the Northeast Quarter (NE1/4) and the West Half (W1/2) of the Southeast Quarter (SE1/4)
- Section 27: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the West Half (W1/2) of the Northeast Quarter (NE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the West Half (W1/2) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-511-03 07-501-03
07-511-04 07-501-04
07-511-05

TOWNSHIP 11 NORTH, RANGE 49 EAST, M.D.B.&M.

- Section 3: The South Half (S1/2) of the Northwest Quarter (NW1/4)
- Section 4: The South Half (S1/2) of the Northeast Quarter (NE1/4)
- Section 11: The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)
- Section 12: The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Southeast Quarter (SE1/4)

(continued)

EXHIBIT "A" - continued

- Section 13: The Northeast Quarter (NE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4)
- Section 24: The East Half (E1/2) of the Northwest Quarter (NW1/4) and the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4)
- Section 26: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4)
- Section 33: The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4)
- Section 35: The West Half (W1/2) of the West Half (W1/2) and the East Half (E1/2) of the Northwest Quarter (NW1/4)
- Section 36: Tract No. 37, Patent No. 1116192 in unsurveyed Section 36 in Township 11 North, Range 48 East, M.D.B.&M., and in unsurveyed Section 31 in Township 11 North, Range 49 East, M.D.B.&M., as shown on the Official Plat of the survey of said land on file in the General Land Office

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001:

07-531-02	07-521-03
07-531-04	07-521-04
07-531-05	07-521-05
07-531-07	07-521-06
07-331-01	07-521-07

TOWNSHIP 12 NORTH, RANGE 49 EAST, M.D.B.&M.

The H.E. Survey No. 119, embracing a portion of, approximately, Sections nineteen and twenty in Township twelve North of Range forty-nine East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1; from which U.S. Location Monument No. 272, bears South sixty-seven degrees nine minutes East one and sixty-six-hundredths chains distant; thence, North sixty-five degrees twenty-nine minutes West thirty-five and ninety-nine-hundredths chains to corner No. 2; thence, North eighty-one degrees fifty-seven minutes West seven and eighty-hundredths chains to corner No. 3; thence, North fifty-eight degrees twenty-nine minutes West forty-five and

(continued)

EXHIBIT "A" - continued

eighty-hundredths chains to corner No. 4; thence, North nine degrees ten minutes East nine and twenty-eight-hundredths chains to corner No. 5; thence, South seventy-three degrees thirty-five minutes East fifteen and fifty-two-hundredths chains to corner No. 6; thence, South forty-one degrees nineteen minutes East fourteen and seventy-three-hundredths chains to corner No. 7; thence South sixty-two degrees thirty-seven minutes East twenty-six and sixty-seven hundredths chains to corner No. 8; thence, North forty-seven degrees fifty-two minutes East twenty-seven and fifty-nine-hundredths chains to corner No. 9; thence, South sixty-nine degrees forty minutes East ten and twenty-seven-hundredths chains to corner No. 10; thence, South thirty-seven minutes West thirty-six and thirty-eight-hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-541-01

TOWNSHIP 11 NORTH, RANGE 50 EAST, M.D.B.&M.

- Section 6: Lot 1 of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4) and the West Half (W1/2) of the Southeast Quarter (SE1/4)
- Section 7: The West Half (W1/2) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and Lot 4 of the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 09-161-02
09-161-03
09-161-04

EXHIBIT B

DEED: COLVIN & SON, PARTNERSHIP
TO: COLVIN & SON, LLC

TOGETHER WITH the following water rights as more fully described in filings in the State Engineer's office as follows:

a. Irrigation:

- (1) Application 4910, Certificate 1066, for the irrigation of 29.24 acres of the above described land in Sections 22 and 23, Township 1 North, Range 49 East, Mount Diablo Base and Meridian, from Silver Bow Canyon.
- (2) Application 4536, Certificate 1067, for the irrigation of 37.64 acres of the above described land in Section 34, Township 2 North, Range 49 East, and Section 2 and 3, Township 1 North, Range 49 East, Mount Diablo Base and Meridian, from Haws Creek and springs.
- (3) Application-permit 2560 for the irrigation of 400 acres of the above described land in Section 27, Township 10 North, Range 49 East, Mount Diablo Base and Meridian, from Whiteside Lake.

b. Stock and Domestic Water Rights

- (1) Application 13625, certificate 3956, stock water rights to Silver Bow Springs.
- (2) Proof of Appropriation 02361, stock water rights, from Five Mile Spring.
- (3) Proof of Appropriation 02377, stock water rights, from Breen Spring.
- (4) Proof of Appropriation 02379, stock water rights, from Haws Creek Spring.
- (5) Application-permit 4310, stock water rights, from Haws Canyon Spring No. 1.
- (6) Application-permit 4311, stock water right, from Haws Canyon Spring.
- (7) Application-permit 4315, stock water rights, from Four Mile Spring.
- (8) Application-permit 4316, stock water right, from Side Hill Spring.
- (9) Application-permit 4317, stock water right, from Point of Rocks Spring.
- (10) Application-permit 4318, stock water right, from Warm Springs.

c. All other stock-water rights from whatever source used in the operation of this livestock unit.

578687

Official Records Nye County Nevada
Requested By: Cow County Title Co
12/31/03 3:46 PM
Donna L. Motis, Recorder
Fee \$16.00 State \$ Dep'tp
Non-Conformity Fee \$25.00

APN 07-311-01

APN 07-491-02 PTN

APN _____

FOR RECORDERS USE ONLY

25019281

TITLE OF
DOCUMENT CORRECTIVE GRANT DEED

WRS - NRS
RECEIVED

FEB 23 '04

CORRECTIVE GRANT DEED

For the consideration of **TEN DOLLARS (\$10.00)**, and other valuable consideration, the receipt of which is hereby acknowledged;

COLVIN & SON, LLC, a Nevada Limited Liability Company, as Grantor, does hereby grant, bargain, and sell to;

COLVIN & SON, LLC, a Nevada Limited Liability Company, as Grantee, and to its successors and assigns, forever, the property and premises located in the County of Nye, State of Nevada, described herein.

THIS CORRECTIVE GRANT DEED IS PLACED OF RECORD FOR THE PURPOSE OF CLARIFYING THE CORRECT LEGAL DESCRIPTION FOR THE FOLLOWING DESCRIBED REAL PROPERTY INTENDED FOR INCLUSION IN THE TRANSFER DOCUMENTS IDENTIFIED BELOW EACH DESCRIPTION.

TOWNSHIP 9 NORTH, RANGE 48 EAST, M.D.B.&M.

The H.E. Survey No. 84, embracing a portion of, approximately, Section twenty-six in Township nine north of Range forty-eight east of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which U.S. Location Monument No. 251, bears south thirty degrees twenty-four minutes west two and seventy-five-hundredths chains distant; thence, north sixty degrees five minutes east eight and forty-six-hundredths chains to corner No. 2; thence, south five degrees forty-two minutes west thirty-eight and twenty-one-hundredths chains to corner No. 3; thence, south five degrees twenty-seven minutes east ten and eighty-six-hundredths chains to corner No. 4; thence, south seventeen degrees fifty-seven minutes east thirty-one and fifty-seven-hundredths chains to corner No. 5; thence, south eighty-two degrees thirty-five minutes west three and seventy-seven-hundredths chains to corner No. 6; thence, north twenty-one degrees forty-seven minutes west thirty-four and seven-hundredths chains to corner No. 7; thence, north thirty-one degrees fifty-six minutes west six and twenty-eight-hundredths chains to corner No. 8; thence, north twenty-two degrees forty-six minutes east fourteen and twenty-four-hundredths chains to corner No. 9; thence, north nineteen minutes west twenty-five and four-hundredths chains to corner No. 1, the place of beginning.

Transfer Documents

The Executor's Deed from FIRST NATIONAL BANK OF NEVADA, Executor of the Estates of JAMES M. BUTLER, deceased, and FLORENCE R. BUTLER, deceased, to JOHN JAY CASEY and MYRTLE CASEY, recorded on August 12, 1948 in Book 52, page 589 of the Official Records of Nye County, Nevada.

The Trustee's Deed from NEVADA TITLE GUARANTY COMPANY, Trustee for JOHN JAY CASEY and MYRTLE CASEY, to P. T. P., INC., a Nevada corporation, recorded on May 9, 1962 in Book 51, page 62 of the Official Records of Nye County, Nevada.

578687

The Deed from P. T. P., INC., a Nevada corporation, to COLVIN AND SON, a Nevada General Partnership, recorded on July 7, 1966 in Book 88, page 518 of the Official Records of Nye County, Nevada.

The Grant, Bargain and Sale Deed from COLVIN AND SON, a Nevada General Partnership, to COLVIN & SON, LLC, a Nevada Limited Liability Company, recorded on September 21, 2000 as file number 500538 of the Official Records of Nye County, Nevada.

TOWNSHIP 9 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 15: The West Half (W1/2) of the Northwest Quarter (NW1/4)

Transfer Document

The Grant, Bargain and Sale Deed from COLVIN AND SON, a Nevada General Partnership, to COLVIN & SON, LLC, a Nevada Limited Liability Company, recorded on September 21, 2000 as file number 500538 of the Official Records of Nye County, Nevada.

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

IN WITNESS WHEREOF, the Grantor has signed this deed this 16 day of December, 2003.

GRANTOR:

COLVIN & SON, LLC, a Nevada Limited Liability Company

By: Tom Colvin Jr.
TOM COLVIN JR.

STATE OF Nevada)
) SS.
COUNTY OF ELKO)

On December 16, 2003, personally appeared before me, a Notary Public, TOM COLVIN JR., a single man, proven to me to be the person who acknowledged that he executed the above instrument.

Karla R. Jones
NOTARY PUBLIC

Grantee's Address: P.O. Box 1047

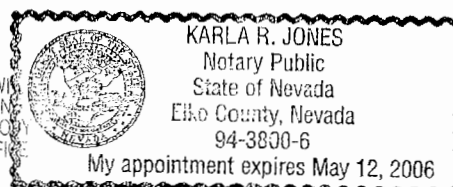
Tonopah, NV 89049

HEREBY CERTIFY THAT IF IMPRESSED WITH
THE RAISED SEAL OF THE NYE COUNTY
RECORDER THIS IS A TRUE AND CORRECT COPY
OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE

FEB 18 2004

Donna L. Motis

DONNA L. MOTIS COUNTY RECORDER
NYE COUNTY, NEVADA



ATTACHMENT #3
Colvin's BLM Grazing Permit



U.S. Department of the Interior
BUREAU OF LAND MANAGEMENT



State: NV
Office: LLNVB02000
Preference Code: 03
AUTHORIZATION: 2706100

GRAZING PERMIT

EFFECTIVE: 03/01/2021 TO 02/28/2031

ISSUED BY:

BUREAU OF LAND MANAGEMENT
TONOPAH FO
PO BOX 911
TONOPAH NV 89049-0911

ISSUED TO:

ATTN HEATH MILLER
COLVIN & SON LLC
C/O HEATH MILLER
TONOPAH NV 89049

UNDER 43 CFR PART 4100, THE BUREAU OF LAND MANAGEMENT (BLM) OFFERS YOU THIS GRAZING PERMIT BASED ON YOUR RECOGNIZED QUALIFICATIONS. UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS GRAZING PERMIT AND PAYMENT OF GRAZING FEES WHEN DUE, YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS UNDER THE JURISDICTION OF THE BLM THAT ARE COVERED BY THIS GRAZING PERMIT. IF YOU HAVE QUESTIONS CONCERNING THIS GRAZING PERMIT, CONTACT YOUR LOCAL BLM OFFICE AT 775-482-7800.

TERMS AND CONDITIONS

ALLOTMENT	PASTURE	LIVESTOCK NUMBER KIND	PERIOD BEGIN END	%PL USE TYPE USE	AUMS
NV00082	STONE CABIN	2,067 CATTLE	03/01 05/15	100 ACTIVE	5,165
NV00082	STONE CABIN	20 CATTLE	05/16 11/15	100 ACTIVE	121
NV00082	STONE CABIN	1,500 CATTLE	10/16 02/28	100 ACTIVE	6,707
NV00079	WAGON JOHNNIE	201 CATTLE	05/16 11/15	100 ACTIVE	1,216

TERMS AND CONDITIONS IN THE ADMINISTRATION OF THE STONE CABIN & WAGON JOHNNIE ALLOTMENTS:

THIS PERMIT OR LEASE IS ISSUED UNDER THE AUTHORITY OF SECTION 402(C)(2) OF FLPMA, 1976 AS AMENDED, AND CONTAINS THE SAME TERMS AND CONDITIONS AS THE PREVIOUS PERMIT OR LEASE. THIS PERMIT OR LEASE MAY BE CANCELLED, SUSPENDED, OR MODIFIED, IN WHOLE OR IN PART TO MEET THE REQUIREMENTS OF APPLICABLE LAWS AND REGULATIONS.

FAILURE TO MAINTAIN ASSIGNED RANGE IMPROVEMENTS IS A PROHIBITED ACT UNDER 43 CFR 4140.1(A)(4),(5) WHICH COULD RESULT IN '... WITHHOLDING ISSUANCE OF A GRAZING PERMIT OR LEASE, OR SUSPEND THE GRAZING USE AUTHORIZED UNDER THE GRAZING PERMIT OR LEASE, IN WHOLE OR PART, OR CANCEL A GRAZING PERMIT OR LEASE...'

THE TERMS AND CONDITIONS OF THIS PERMIT OR LEASE WILL BE CONSISTENT WITH THE STANDARDS AND GUIDELINES APPROVED FEBRUARY 12, 1997 FOR THE MOJAVE-SOUTHERN GREAT BASIN RESOURCE ADVISORY COUNCIL.

GRAZING WITHIN THE WAGON JOHNNIE ALLOTMENT WILL BE IN ACCORDANCE WITH THE STEWARSHIP AMP AND CONSENT DECISION DATED MAY 11, 1992. GRAZING IN THE STONE CABIN ALLOTMENT WILL BE IN ACCORDANCE WITH THE CONSENT DECISION DATED MAY 11, 1992.

AS STATED IN 43 CFR 4170.1-1(A) PURSUANT 43 CODE OF FEDERAL REGULATIONS(CFR)10.4(G) THE HOLDER OF THIS AUTHORIZATION MUST NOTIFY THE AUTHORIZED OFFICER, BY TELEPHONE, WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF NATIVE AMERICAN HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY (AS DEFINED AT 43 CODE OF FEDERAL REGULATIONS 10.2). FURTHER PURSUANT TO 43 CFR 10.4(C) AND (D), THE HOLDER MUST STOP ACTIVITIES IN THE VICINITY OF THE DISCOVERY AND PROTECT IT FOR 30 DAYS OR UNTIL NOTIFIED TO PROCEED BY THE AUTHORIZED OFFICER. THE HOLDER IS RESPONSIBLE FOR THE COST OF CONSULTATION, EVALUATION AND MITIGATION. ANY DECISION ON TREATMENT AND/OR

MITIGATION WILL BE MADE BY THE AUTHORIZED OFFICER AFTER CONSULTING WITH THE HOLDER.

BIRD LADDERS ARE REQUIRED ON ALL WATER IN DEVELOPMENTS IN CONFORMANCE WITH THE MIGRATORY BIRD TREATY ACT OF 1918.

SALT BLOCKS WILL BE PLACED MORE THAN ONE MILE FROM WATER DEVELOPMENTS

PERMITTED USE SUMMARY

ALLOTMENT		ACTIVE AUMS	SUSPENDED AUMS	TEMP SUSPENDED AUMS	PERMITTED USE
NV00079	WAGON JOHNNIE	1,219	0	0	1,219
NV00082	STONE CABIN	11,973	417	0	12,390

TERMS AND CONDITIONS APPLICABLE TO ALL PERMITS AND LEASES

1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Noncompliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
 - f. Loss of qualifications to hold a permit or lease.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans **MUST** be incorporated in permits or leases when completed.
4. Those holding permits or leases **MUST** own or control and be responsible for the management of livestock authorized to graze.
5. The authorized officer may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
8. Livestock grazing use that is different from that authorized by a permit or lease **MUST** be applied for prior to the grazing period and **MUST** be filed with and approved by the authorized officer before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. The holder of this authorization must notify the authorized officer immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (cultural items), stop the activity in the area of the discovery and make a reasonable effort to protect the remains and/or cultural items.
11. Grazing fee payments are due on the date specified on the billing notice and **MUST** be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
12. Members of Congress may not enter into a grazing permit or lease. 41 USC 6306 (2014). Further, no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App. 1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (42 U.S.C. 1701 et. seq.) shall be admitted to any share or part in a permit or lease for grazing or derive any benefit to arise from a permit or lease for grazing.

THIS GRAZING PERMIT:

1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES
2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS REQUIRED BY LAND PLANS AND APPLICABLE LAW; (B) ANNUAL REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED BY:_____
OPERATOR SIGNATURE_____
DATE_____
PRINTED NAME AND TITLE**APPROVED BY:**_____
BLM AUTHORIZED OFFICER SIGNATURE_____
DATE_____
PRINTED NAME AND TITLE

AUMS: Animal Unit Months. Animal unit month means the amount of forage necessary for the sustenance of one cow or its equivalent for a period of 1 month. For fee calculation purposes, an AUM is one month's use and occupancy of the range by one cow, bull, steer, heifer, horse, burro, mule, 5 sheep or 5 goats that: (1) are over the age of 6 months at the time of entering lands administered by the BLM; (2) are weaned regardless of age; (3) will become 12 months of age during the authorized period of use.

%PL Use: Percent forage from public land use.

Type Use: Categories with specific rules that govern AUM and grazing fee calculation and input on grazing authorizations and bills.

ATTACHMENT #4

Colvin's USFS Grazing Permit

MAY 05 2014

RECEIVED

USDA-Forest Service

FS-2200-10 (12/99)

TERM GRAZING PERMIT - PARTS 1 AND 2
(Reference FSM 2230)

Page 1 of 14

Permittee Name

Colvin & Son, LLC.

Permit Number

40020

PART 1

Colvin and Son, LLC

of 525 Dammeron Valley, UT 84783

hereinafter

(Name of Permittee)

(Post Office Address, Including Zip)

called the permittee, is hereby authorized to graze livestock owned by the permittee upon designated lands administered by the Forest Service within the Humboldt-Toiyabe (X appropriate box)
☒ National Forest ☐ National Grassland under the following terms and conditions:

1. Description of range. The livestock shall be grazed only upon the area described as follows: described on attached page and/or delineated on the attached map dated SEE BELOW, which is part of this permit. (Strike out item or items not applicable.)

2. The number, kind, and class of livestock, period of use, and grazing allotment on which the livestock are permitted to graze are as follows, unless modified by the Forest Service in the Bill for Collection:

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	
103	Cattle	Cow/Calf	06/21	10/20	Little Fish Lake C&H #402
528	Cattle	Cow/Calf	05/16	11/15	Wagon Johnnie C&H #418
42	Cattle	Cow/Calf	05/01	05/31	Wagon Johnnie C&H (Hot Creek Unit) #418
45	Cattle	Cow/Calf	10/16	11/15	Wagon Johnnie C&H (Hot Creek Unit) #418
*					See Part 3, pages 9 & 11 of 13

3. It is fully understood and agreed that this permit may be suspended or cancelled, in whole or in part, after written notice, for failure to comply with any of the terms and conditions specified in Parts 1, 2, and 3 hereof, or any of the regulations of the Secretary of Agriculture on which this permit is based, or the instructions of Forest officers issued thereunder; or for knowingly and willingly making a false statement or representation in the permittee's grazing application, and amendments thereto; or for conviction for failure to comply with Federal laws or regulations or State and local laws relating to livestock control and to protection of air, water, soils and vegetation, fish and wildlife, and other environmental values when exercising the grazing use authorized by the permit. This permit can also be cancelled, in whole or in part, or otherwise modified, at any time during the term to conform with needed changes brought about by law, regulation, Executive order, allotment management plans, land management planning, numbers permitted or seasons of use necessary because of resource conditions, or the lands described otherwise being unavailable for grazing. Any suspension or cancellation action may be appealed pursuant to 36 CFR 251, Subpart C.

4. This permit supersedes permit issued July 22, 2011 to Colvin & Son, LLC.

I HAVE REVIEWED AND ACCEPT THE TERMS OF THIS PERMIT

SIGNATURE OF PERMITTEE OR HIS AUTHORIZED AGENT

DATE

4-30-14

SIGNATURE OF FOREST OFFICER

NAME (PRINT)

Steve Williams

TITLE

District Ranger

DATE

5/9/14

PART 2 - GENERAL TERMS AND CONDITIONS

1. Validation of Permit. The issuance of a Bill for Collection, payment of fees and actual turning on at least 90 percent of livestock the first grazing season after the permit is issued will validate this permit for the number, kind, and class of livestock, grazing allotment, and period of use for the particular year.

2. Bill for Collection. Each year, after validation and prior to the beginning of the grazing season, the Forest Service will send the permittee a Bill for Collection specifying for the current year the kind, number, and class of livestock allowed to graze, the period of use, the grazing allotment, and the grazing fees. This bill, when paid, authorizes use for that year and becomes part of this permit.

3. Payment of Fees. The permittee will not allow owned or controlled livestock to be on Forest Service-administered lands unless the fees specified in the Bill for Collection are paid.

4. Administrative Offset and Credit Reporting. Pursuant to 31 USC 3716 and CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States, under this permit, to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States shall be disclosed to consumer or credit reporting agencies.

5. Interest, Penalty, and Administrative Costs. Pursuant to 31 USC 3717 and 7 CFR Part 3, Subpart B, interest shall be charged on any payment or fee amount not paid within 30 days from the date the payment was due. Interest shall be charged using the most current rate prescribed by the United States Department of the Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, in the event the account becomes delinquent, administrative costs may be assessed. A penalty of 6 percent per year shall be assessed on any payment or fee amount overdue in excess of 90 days from the date the first billing was due. Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments falls on a non-workday, the charges shall not apply until the close of business on the next workday.

12/31/2023

6. Term of Permit. This permit is effective until _____ unless waived, cancelled, or otherwise terminated as provided herein. The permittee has first priority for receipt of a new permit at the end of the term subject to modification deemed necessary by the Forest Service.

In order to update terms and conditions, this permit may be cancelled at **any time** provided a **new permit** is **issued** to the existing permit holder for a new term of 10 years **following this update**.

7. Ownership Requirement

(a) Only livestock owned by the permittee are authorized to graze under this permit. To exercise use of the permit, the permittee will furnish all evidence of ownership requested by the Forest Service. Livestock purchased and subsequently sold back to the original owner, or to an agent, assignee, or anyone representing or acting in concert with the original owner, within a 24-month period without prior written approval by the Forest officer in charge will not be considered valid ownership of the livestock.

(b) Base property owned and used by the permittee to qualify for a term grazing permit must meet minimum base property requirements approved by the officer in charge.

8. Range and Livestock Management

(a) The allotment management plan for the land described on page 1, Part 1 is part of the permit, and the permittee will carry out its provisions, other instructions, or both as issued by the Forest officer in charge for the area under permit and will require employees, agents, and contractors and subcontractors do likewise.

(b) The number, kind, and class of livestock, period of use, and grazing allotment specified in the permit may be modified when determined by the Forest Officer in charge to be needed for resource protection. Except in extreme emergencies where resource conditions are being seriously affected by livestock use or other factors, such as fire, drought, or insect damage, notice of a scheduled reduction of numbers of livestock or period of use under a term permit will be given one (1) full year before a modification in permitted numbers or period of use becomes effective. This does not apply to annual adjustment in grazing as provided for in Section 8(c).

(c) When, in the judgment of the Forest Officer in charge, the forage is not ready to be grazed at the beginning of the designated grazing season, the permittee, upon request of the Forest officer, will defer placing livestock on the grazing allotment to avoid damage to the resources. The permittee will remove livestock from Forest Service-administered lands before the expiration of the designated grazing season upon request of the Forest officer when it is apparent that further grazing will damage the resources.

(d) The permittee will allow only the numbers, kind, and class of livestock on the allotment during the period specified in Part 1 hereof or the annual Bill for Collection, including any modifications made as provided for in Section 8(c). If livestock owned by the permittee are found to be grazing on the allotment in greater numbers, or at times or places other than permitted in Part 1 hereof, or specified on the annual Bill for Collection, the permittee shall be billed for excess use at the unauthorized use rate and may face suspension or cancellation of this permit.

(e) The permittee will not allow owned or controlled livestock to be upon any area of Forest Service-administered lands not described in either Part 1 hereof or the annual Bill for Collection.

(f) The Forest officer in charge may, at any time, place or fasten or require the permittee to place or fasten upon livestock covered by this permit appropriate marks or tags that will identify them as livestock permitted to graze on lands administered by the Forest Service. When requested by the Forest officer, the permittee will, at any time during the permitted period of use, including entry and removal dates, gather permitted livestock to enable an accurate count to be made thereof. The Forest Service may, at its option, gather and hold for counting all livestock grazing on the allotment.

(g) Only livestock marked, tagged, or branded as shown in the application upon which this permit is based, and as may be required under Section 8(f), will be allowed to graze under this permit unless the permittee has advance written approval from the Forest officer in charge to do otherwise.

(h) The permittee will pay the costs of, perform, or otherwise provide for the proportionate share of cooperative improvements and management practices on the permitted area when determined by the Forest officer in charge that such improvements and practices are essential to proper protection and management of the resources administered by the Forest Service.

(i) This permit is issued and accepted with the provision that the permittee will maintain all range improvements, whether private or Government-owned, that are assigned for maintenance to standards of repair, orderliness, and safety acceptable to the Forest Service. Improvements to be maintained and acceptable to maintenance are specified in Part 3 of this permit. The Government may maintain or otherwise improve said improvements when, in its opinion, such action will be to its advantage.

9. Nonuse. At least 90 percent of the livestock permitted must be grazed each year, unless the Forest officer in charge approves nonuse. Failure to place livestock on the allotted range/pasture without approved nonuse may result in cancellation of the term grazing permit in whole or in part.

10. Protection. The permittee, or the permittees' agents and employees, when acting within the scope of their employment, and contractors and subcontractors will protect the land and property of the United States and other land under jurisdiction of the Forest Service covered by and used in conjunction with this permit. Protection will include taking all reasonable precautions to prevent, make diligent efforts to suppress, and report promptly all fires on or endangering such land and property. The permittee will pay the United States for any damage to its land or property, including range improvements, resulting from negligence or from violation of the provisions and requirements of this permit or any law or regulation applicable to the National Forests System.

11. General.

(a) The Forest officer in charge may at any time require the permittee to give good and sufficient bond to insure payment for all damage or costs to prevent or mitigate damages sustained by the United States through the permittee's failure to comply with the provisions and requirements of this permit or the regulations of the Secretary on which it is based.

(b) This permit will be cancelled, in whole or in part, whenever the area described in this permit is withdrawn from the National Forest System by land exchange, modification of boundaries, or otherwise, or whenever the area described in this permit is to be devoted to a public purpose that precludes grazing.

(c) The permittee will immediately notify the Forest officer in charge of any change in control of base property, ownership of livestock, or other qualifications to hold this grazing permit.

(d) The permanent improvements constructed or existing for use in conjunction with this permit are the property of the United States Government unless specifically designated otherwise or covered by a cooperative agreement. They will not be removed nor compensated for upon cancellation of this permit, except in the National Forests in the 16 contiguous Western States when cancelled, in whole or in part, to devote land to another public purpose including disposal. In the event of such cancellation on the National Forests in the 16 Contiguous Western States, the permittee will be compensated for the adjusted value of approved range improvements installed or placed by him.

(e) The permittee may not transfer, assign, lease, or sublet this permit in whole or part.

(f) This permit includes the terms and conditions of Part 3 hereof, consisting of page 5 through 14 which follow.

USDA - FOREST SERVICE	Page 5 of 14
GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Name Colvin & Son, LLC.
	Permit Number 40020

Special Terms and Conditions**BASE PROPERTY**

The following describes base property owned and offered in qualification for the grazing permit. Any changes to base property must be approved by the Authorized Forest Officer.

T10N, R49E, Section 11, SW1/4, NW1/4 and NW1/4, SW1/4, Mount Diablo Meridian, (80 acres).

ALLOTMENT MANAGEMENT PLANS

The provisions and requirements of the Allotment Management Plans (AMP) approved by the Forest Supervisor or his representative are made part of this permit. These standards and guidelines will be used to administer grazing on this allotment until an updated AMP.

Little Fish Lake C&H

Allotment Management Plan Effective date: None

- The Little Fish lake Allotment does not have an Allotment Management Plan that meets Standards and Guidelines in the Toiyabe National Forest land and Resource Management Plan (LRMP). Therefore, Standards and Guidelines from the LRMP that are appropriate to livestock grazing are included in the permit. These Standards and Guidelines will be used to administer grazing on the Little Fish Lake Allotment until a site specific assessment of the allotment has been completed and documented in accordance with the National Environmental Policy Act (NEPA).

Wagon Johnnie C&H

Allotment Management Plan Effective Date: 1984; Revised 2003.

- The Wagon Johnnie Allotment Management Plan, through the Tonopah Individual Stewardship Program for the Wagon Johnnie Allotment, is hereby made a part of this permit. Management of the allotment will be in compliance with the terms and conditions within the Plan. These terms and conditions include but are not limited to:
 - "Between 1,000 and 1,100 cattle are moved into the allotment at the beginning of the grazing period. One thousand head of cattle remain in the allotment to be rotated between pastures; the remaining cattle are used to fill Forest Service permits on the Little Fish Lake Allotment from June 21st to October 20th" (Page 1).
 - "Use will be terminated on Pastures 1, 2, 3, or 4 when the average utilization level is reached in a particular area, when the livestock should be removed from the range" (Page 30).
 - "Colvin & Son will be responsible to determine when the proper utilization level is reached in a particular area, when the livestock should be removed from the range" (Page 20).
 - "Up to 800 cattle are rotated through Pastures 1 – 4 of the Wagon Johnnie Allotment (up to 103 of these cattle use the Little Fish Lake Allotment from June 21st through October 20th)" (page 23).
 - "Up to 350 cattle are rotated through the various subdivisions of Pasture 5 in the Wagon Johnnie Allotment under "On and Off" provisions of the USFS Term Grazing Permit in a rotation pattern determined by the Operator as each grazing season progresses" (Page 23).
 - The Hot Creek Unit will be grazed primarily from 05/01 – 05/31 and 10/16 – 11/15 during the move from the Stone Cabin Allotment to the Wagon Johnnie Allotment and back. Some incidental use outside of the primary use is acceptable as long as total use during the one-year period does not exceed 92 AUM's.

ANNUAL OPERATING INSTRUCTIONS

Management instructions for the use of the range allotment or allotments specified in this permit will be furnished to the permittee annually by the local Forest Officer. These management instructions, known as Annual Operating Instructions (AOI), when received by the permittee, will become part of this permit. Livestock grazed under this permit shall be managed in accordance with the AOI.

USDA - FOREST SERVICE	Page	6	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Name Colvin & Son, LLC.			
	Permit Number 40020			

Special Terms and Conditions

1. Maintenance of the following structural range improvements must precede livestock entering the allotment.
2. Improvements used in common will be maintained before either operator turns on. For clarification, you are responsible for maintaining an allotment boundary fence. If your neighboring permittee turns on before you, the fence must be maintained before your neighbor's turn on date. Nonuse does not relieve the permittee from range improvement maintenance responsibility.

Responsibilities for Construction and Maintenance of Structural Improvements or for Range Rehabilitation.

In accordance with Part II 8 (h) of this permit you are required to maintain your assigned improvements to the following standards.

FENCE STANDARDS

Maintain fences to original construction standards as a minimum:

1. Loose wires will be tightened and all broken wires will be spliced. Splicing will be with double strand barbless wire or type of wire used in initial construction. Wire will be replaced when excessive splicing weakens the fence. "Western Union" splice is preferred.
2. The maximum allowable height for the top wire is 42 inches, and the bottom wire will be 16 inches above ground level.
3. Broken or missing stays, wire clips on metal posts, braces and staples will be replaced.
4. Broken, rotted, or missing wood posts and poles will be replaced. Bent or broken metal "T" posts will be straightened or replaced, as necessary.
5. Avoid using Aspen or Water Birch as posts.
6. Fasten wire onto metal posts with clips.
7. Trees or brush across the fence will be cut off, leaving at least four foot space on both sides of the fence.
8. Bent wire
9. Wire gate tension should be sufficient to prevent the gate from sagging and still be easily opened and closed. Gate loops will be made from smooth wire not barbed wire.
10. Electric Fence and Let-Down Fence Standards as discussed in the Annual Operating Instructions.

WATER DEVELOPMENT STANDARDS
 (Springs, Troughs, Pipelines, and Reservoirs)

1. Fences around spring sources will be maintained to prevent livestock from getting into the source or the headbox. Grazing is not permitted inside spring enclosure unless authorized.
2. Headbox lids or covers and pipeline valve cover boxes will be kept in place.

USDA - FOREST SERVICE GRAZING PERMIT - PART 3 (Reference FSM 2230)	Page	7	of	14
	Permittee Name Colvin & Son, LLC.			
	Permit Number 40020			

Special Terms and Conditions**Responsibilities for Construction and Maintenance of Structural Improvements or for Range Rehabilitation.*****Standards for maintenance continued***

3. All outlet pipes and valves from headboxes will be kept functioning with minimal leaking. Pipeline leaks will be repaired or the damaged section replaced with materials similar to the original construction materials.
4. Water troughs will be kept at heights which make them useable to livestock. Troughs which have become elevated from trampling should be periodically back filled to maintain a useable height.
5. Water troughs will not be allowed to overflow the sides of the troughs. Troughs need to be kept level and overflow pipes must be kept clear. The end of the overflow pipe must be protected from trampling of livestock and should direct water away from the trough. Overflow water should be piped at least fifty (50) feet away from the trough.
6. Inlet and outlet pipe shall be protected to prevent damage.
7. Water troughs will be equipped with a wildlife escape ramp, secured and extending from the top rim of the trough into the water.
8. Headboxes and troughs will be kept clear of accumulated sediment and foreign debris.
9. Troughs, storage tanks, and pipelines will be drained and cleaned periodically. Holes, line breaks, or leaks will be repaired. Pipelines, designed to be drained, for protection against freezing will be drained annually.
10. If algae problem is present, contact Forest Service.
11. If erosion is occurring under the tank, place rocks or planks under the drain and reset the tank if necessary.
12. Pipeline air and drain valves will be protected to keep out animals and dirt.
13. Stock water ponds will be kept clear of debris, dead animals, etc. Spillways will be kept clean and maintained to prevent washing or becoming plugged. Damage to the dam should be reported to the Forest Officer.
14. Replace or repair damaged blades in windmill.

CATTLE GUARD STANDARDS

1. Assigned cattle guards will be cleaned when dirt or debris is within six (6) inches of the grate. All dirt and debris will be removed to the base level of the footing. All material that is removed will be moved far enough away from the cattle guard to insure the road, borrow ditch and cattle guard drainage will not be blocked. The dirt that has been removed will be spread preferable on the downhill side of the cattle guard to a maximum depth of four (4) inches.
2. Drainage structures that are associated with the cattle guard will be cleaned to insure water will drain away from the structure.
3. Any damage that is noted regarding the grate or wings will be reported to the Forest Officer.

USDA - FOREST SERVICE

Page 8 of 14

GRAZING PERMIT - PART 3
(Reference FSM 2230)

Permittee Name

Colvin & Son, LLC.

Permit Number

40020**Special Terms and Conditions**

The permittee is responsible for maintaining the following improvements. Improvements are also shown on the attached map. Reference Maps 1 and 2 (pages 13 and 14) for improvement locations.

List of Improvements:**Wagon Johnnie C&H**

Improvement Name	INFRA Number	Location
Indian Garden Drift Fence	418001	
Horse Canyon Drift Fence	418002	
Clover Creek Boundary Fence	418003	
Wagon Johnnie Gap Fence (Private)	418004	
Clear Creek Boundary Fence	418005	
Fish Lake Pasture Fence #1	418006	
Fish Lake Pasture Fence #2	418007	
Fish Lake Pasture Fence #3	418008	
Meadow Spring Pipeline & Extension	41820100	
Brush Spring Pipeline	41820200	
Clover Spring Pipeline	41820300	
Danville Pipeline	41820400	
Little Cow Canyon Well	41820500	
Anderson Field Pipeline	41820600	
Unknown Water Development #1	41820700	
Unknown Water Development #2	41820800	
Unknown Water Development #3	41820900	

Little Fish Lake C&H

Improvement Name	INFRA Number	Location
Willow Creek/Little Fish Lake Gap Fence	402005	
Clear Creek Pole Fence	402002	
Danville Gap Fence	402003	
Fish Lake Gap Fence A	402006A	
Fish Lake Gap Fence B	402006B	
Fish Lake Gap Fence C	402006C	
Indian Garden Spring WD	40220100	
Burnt Cabin Spring WD	40220200	
Stud Horse Spring WD	40220300	
Meadow Canyon Spring WD	40220400	

USDA - FOREST SERVICE GRAZING PERMIT - PART 3 (Reference FSM 2230)	Page	9	of	14
	Permittee Name			
	Colvin & Son, LLC.			
Permit Number				40020

Special Terms and Conditions**UTILIZATION STANDARDS**

These standards and guidelines will be used to administer grazing on these allotments until updated AMP's are written.

Each allotment has allowable use standards with which you must comply. It is the permittee's responsibility to determine when allowable use has been reached and to move or remove your livestock to meet these allowable use standards. The Forest Service is responsible for monitoring your compliance with these standards. You must move your cattle according to the tentative scheduled dates in the Annual Operating Instructions (AOI) or when allowable use is reached, whichever comes first. You must begin gathering your cattle in advance so that no cattle remain in any area that has reached allowable use. It is important that we know where your cattle are located throughout the grazing season (i.e. which unit they are in). **In the event that you need to make changes in the scheduled dates in order to comply with the allowable use standards, please notify this office.**

Little Fish Lake C&H

Category	Area Name	Key Species	Utilization
Riparian	All Streams, Springs & Seeps, All Units	Grass Species	55%
Riparian Browse	All Streams, Springs & Seeps, All Units	Shrub Species	25%
Uplands	All Units	Grass Species	45%
Upland Browse	All Units	Shrub Species	40%

Wagon Johnnie C&H

Pasture	Riparian Grass	Riparian Shrubs	Upland Grass	Upland Shrubs	Crested Wheatgrass
1 - 4	65%	35%	55%	50%	65%
5	55%	30%	45%	40%	65%

These utilization percentages represent the maximum that will be allowed based on current livestock management practices and is measured as a point in time.

Actual use and range improvement maintenance will be recorded for each grazing season and will be provided to the District Ranger at the close of the grazing season in accordance with the AOI.

USDA - FOREST SERVICE	Page	10	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Name			
	Colvin & Son, LLC.			
	Permit Number			
	40020			

Special Terms and Conditions

Management Practices.

1. Permittee is to notify the Authorized Forest Officer at least 5 days in advance of livestock entering the National Forest.
2. Livestock concentrating activities will not be placed closer than ¼ mile from forest regeneration areas (including aspen) or known sensitive and rare plant locations, ½ mile from known sage-grouse nest or lek, 650 feet from a known active flammulated owl nest until young have fledged, 500 feet from a known active bat roost or hibernacula, 100 feet from known pygmy rabbit burrow.
3. Where placement has already affected known locations, the activity would be evaluated for adverse effects and a determination made about whether mitigation is required to provide adequate protection. Surveys in potential habitat would also include existing activities that concentrate livestock use.
4. All areas that may be impacted by future livestock concentration activities would be evaluated by agency personnel for conformance with these design criteria prior to agency approval of the activity.
5. Salt will not be placed any closer than ¼ mile from water sources or designated roads, trails or recreation sites, unless authorized by the Authorized Forest Officer. Old established salt grounds should not be used.
6. Salt will be placed in areas of light livestock use. Salt will be removed from areas where maximum use levels have been reached or at the end of the grazing season.
7. Salt fed in loose form shall be contained in an approved receptacle that will keep it from spilling onto the ground.
8. Dead livestock on Forest Service administered land, within 300 feet of any water source or designated roads, trails, or recreation sites, will be promptly removed and properly disposed of.
9. Livestock Moves, Inspections and Traking- It is the permittee's responsibility to track livestock use (forage utilization) and move livestock prior to exceeding maximum utilization levels. All livestock shall be moved to another pasture or off the allotment based on attainment of maximum utilization or scheduled move dates whichever comes first.
10. If actual use on all of the key areas in the pasture is less than the allowable use standards by the scheduled move date, the permittee may request approval to remain in the unit for additional time. If the permittee believes that additional time is justified, the Forest Officer must be notified at least five (5) days in advance to permit an adequate inspection and determination.
11. Livestock remaining on the forest after the end of the authorized season will be billed at the unauthorized use rate, and may be cause for suspension and/or cancellation action to be take against the permittee.

USDA - FOREST SERVICE		Page		11	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230)		Permittee Name				
		Colvin & Son, LLC.				
		Permit Number				
		40020				

Special Terms and Conditions**Management Practices.** *Continued...*

12. Extensions of the grazing season if desired and justified, must be requested at least 21 days in advance of the off date to allow time for inspection and preparation/payment of the bill for collection. Extensions may be granted only if they meet the management constraints that have been specified regarding season of use, allowable use or other standards, and so forth.
13. Permittee is encouraged to use a full time rider to assist distribution of livestock.
14. No grazing is authorized within spring enclosures unless otherwise specified in the Annual Operating Instructions.
15. The Noxious Weed Free Hay Order on the forest requires any hay that is brought onto the National Forest to be certified free from noxious weeds. All livestock entering the National Forest are recommended to be fed Certified Noxious Weed Free Forage for at least 2 days prior to entering the Forest.
16. An Actual Use Report will be submitted by the permittee by December 31 of each year.
17. Known heritage sites: It is prohibited to disturb, collect, or in any way knowingly damage any prehistoric, historic, or archaeological resource.
18. Future livestock concentrating activities at new locations would be approved before placement on an allotment and would be placed to avoid potentially eligible heritage resource sites.
19. New discoveries. If previously unidentified cultural resources are discovered, care shall be taken by the permittee and the Forest Service to ensure that such sites are not disturbed. The permittee shall notify the Forest Officer as soon as possible if a new site is found so that appropriate evaluation and mitigation measures can be made.
20. As per Part II, 8(a), the Annual Operating Instructions prepared each year for Little Fish Lake C&H and Wagon Johnnie C&H Allotments is made part of this permit.
21. Notification of fees paid from Lockbox must be received in the District Office *before* entering the Forest. Turning livestock out before this notice is received from Lockbox is a violation of this permit.

USDA - FOREST SERVICE	Page	12	of	14
GRAZING PERMIT - PART 3 (Reference FSM 2230 and FSH 2209.13)	Permittee Name			
	Colvin & Son, LLC.			
	Permit Number			
	40020			

Special Terms and Conditions

On and Off:

This permit provides for grazing a total of 1000 head of cattle for the grazing period 05/16 to 11/16, on Forest service administered land and land controlled by the permittee which together form a natural grazing unit. The use by these livestock will be approximately 75% on the Forest Service administered land and 2% on the lands controlled by the permittee. The Bureau of Land Management (BLM) administered lands represent 23% of the allotment.

The livestock will graze only upon the specified grazing allotment and only during the permitted grazing period. Any grazing use in excess of that authorized will be treated as a violation of the terms and conditions of the permit.

The lands described below or shown on the attached map constitute the "off" portion of the permit.

Refer to Map 1 (Page 13 of 14) of this permit for locations.

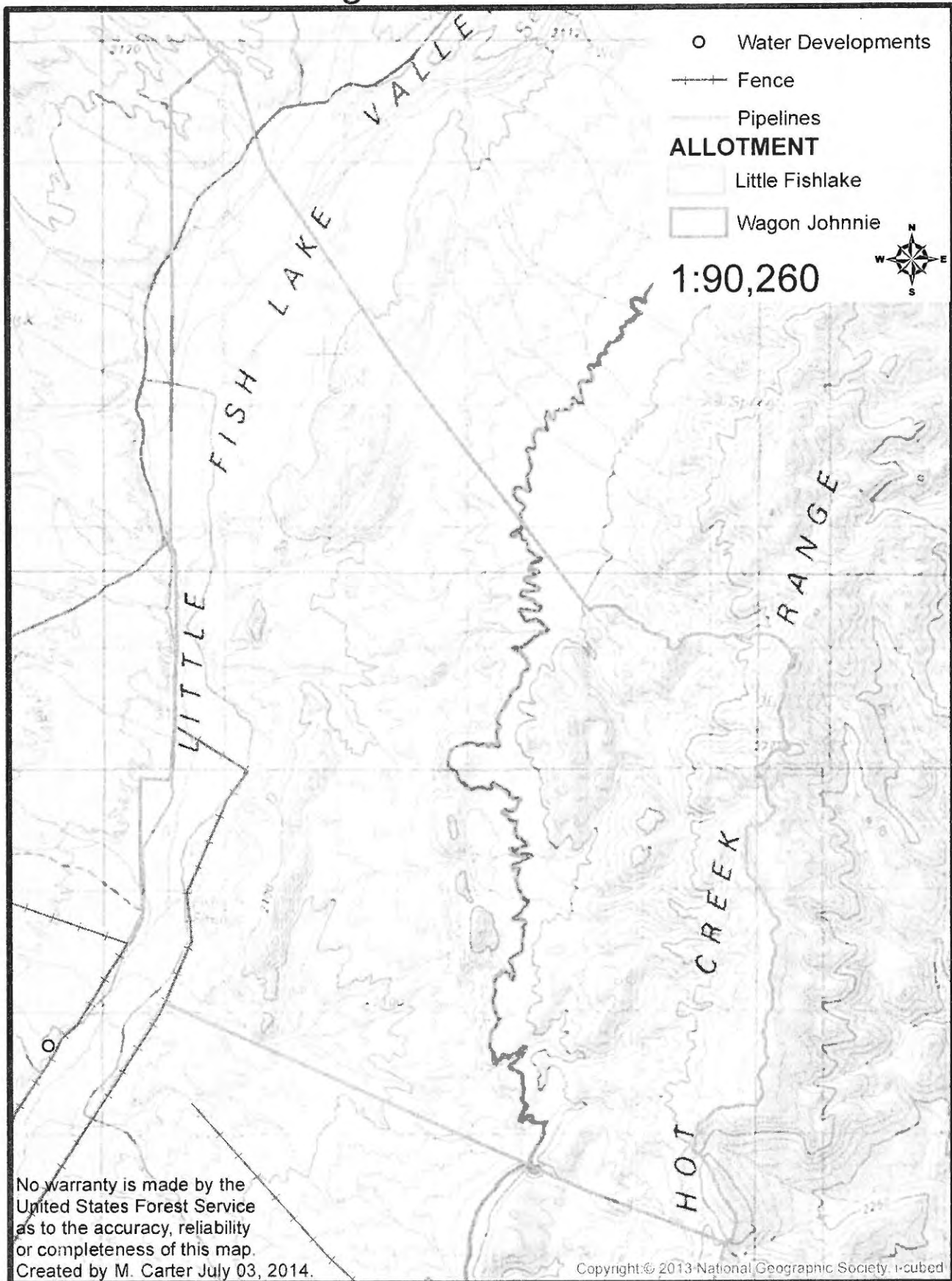
The total allotment is 124,445 acres. The breakdown is:

Forest Service – Main Allotment	85,429 acres
Forest Service – Hot Creek Unit	7,552 acres
Bureau of Land Management	28,157 acres
Private Ownership (within Pasture 5)	3,307 acres

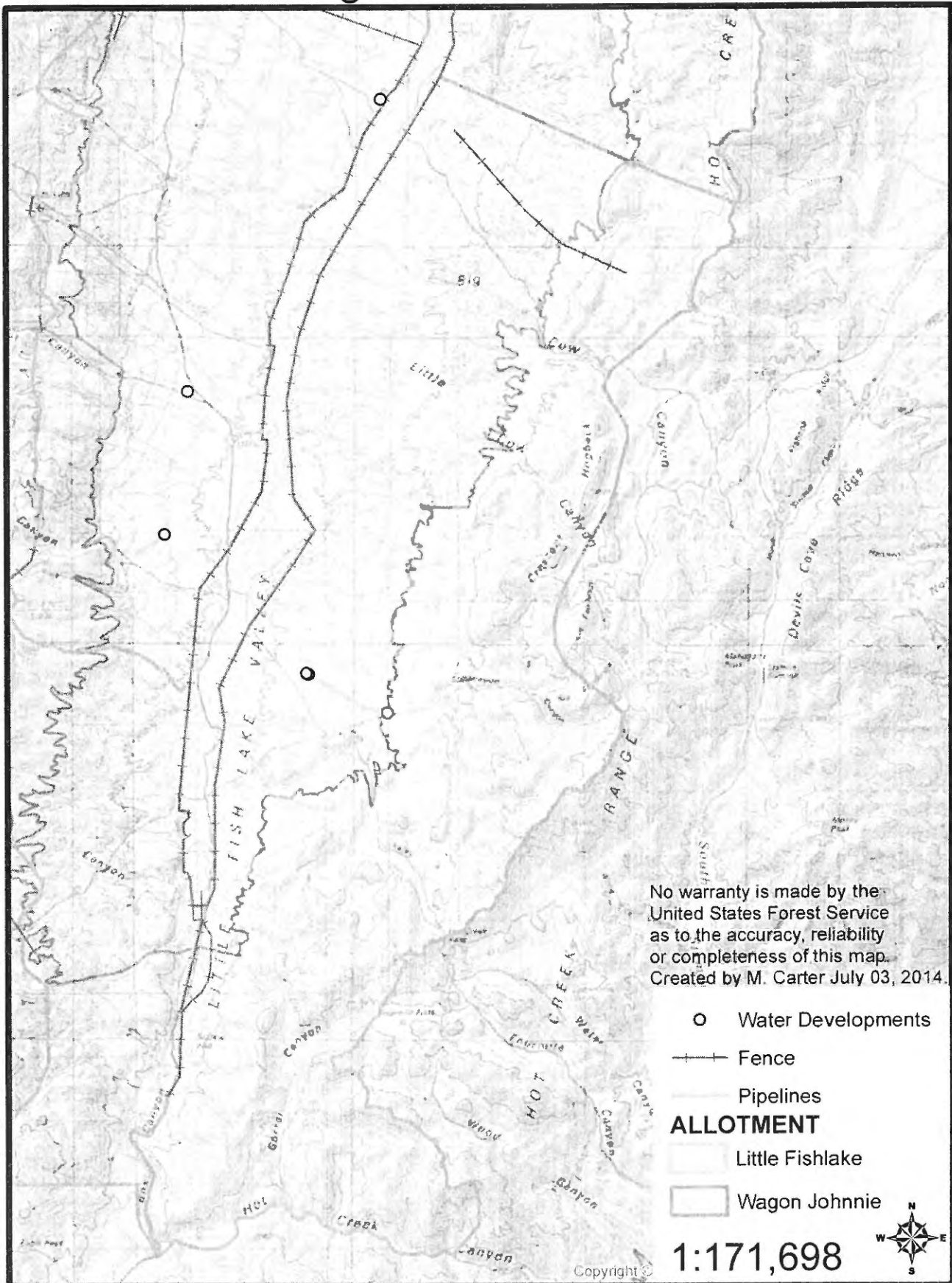
In addition to the 1000 cattle permitted during the season, another 103 cattle will be authorized on the allotment in order to allow travel to and from the Little Fish Lake Allotment. Total cattle on the allotment during this time will be:

1100 head	05/16 – 06/21
1100 head	10/20 – 11/15

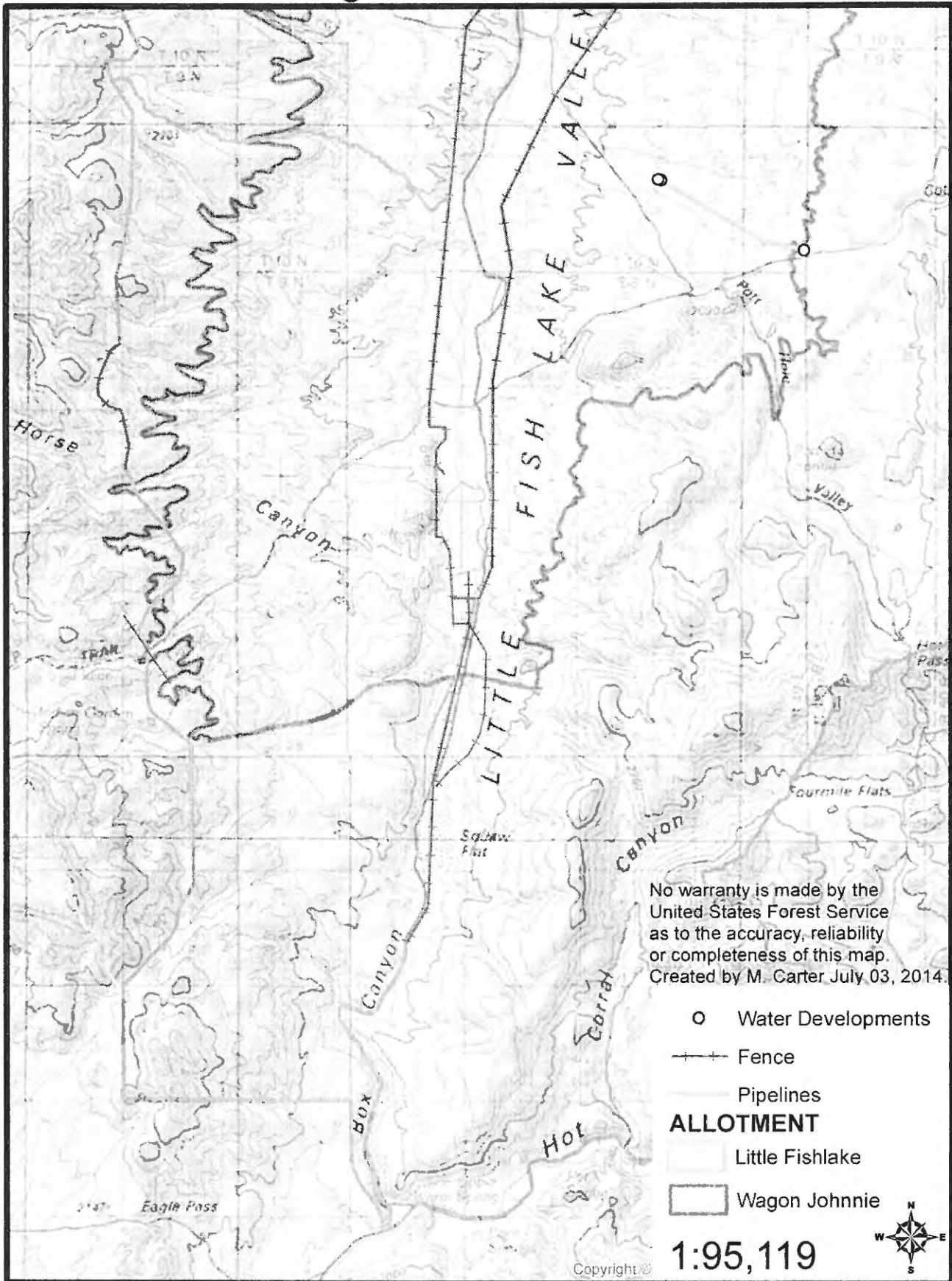
Pasture One Wagon Johnnie C&H



Pasture Two Wagon Johnnie C&H



Pasture Three & Five Wagon Johnnie C&H



ATTACHMENT #5

Colvin's pending BLM Grazing Application for a BLM Grazing Permit in the Ralston Allotment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTGRAZING SCHEDULE
GRAZING APPLICATIONFORM APPROVED
OMB NO. 1064-0041
Expires 12/31/2020

FOR BLM USE ONLY

State NevadaOffice LLNVB02000

Authorization No. _____

Schedule No. _____

Billing Code _____

Special Bill Code _____

Name (last, first, middle initial)

Colvin & Son, LLC

Address (include street, city, State, and zip code)

525 Dammeron Valley Drive West
Dammeron Valley, Utah 84783

I hereby apply for the following grazing use on the public lands and/or other lands administered by the Bureau of Land Management (BLM).

(1)		(2)	(3)		(4)	(5)		(6)	(7)	(8)
ALLOTMENT		PASTURE	LIVESTOCK			PERIOD		% PL USE	TYPE USE	AUM'S
NAME	NO	NO	NUMBER	KIND		BEGIN	END			
Ralston	00076		2233	C		12/01/2019	02/28/2020	100	A	6607
Ralston	00076		2234	C		03/01/2020	05/31/2020	100	A	6757
Application for a										
Nonrenewable Grazing										
Permit										
See Tonopah ROD-RMP										
dated 10/6/1997, at page										
A-15 (wherein it makes a										
forage allocation of										
14695 AUMs in Ralston).										

Show your recorded brands, earmarks, and wattles

Bell waddle ☺ LR ☐ ☐ Two Crops

Show reason for nonuse, if requested: ☐ conservation and protection of the public lands; ☐ annual fluctuation of livestock operations; ☐ financial or other reasons beyond control of the operator; or ☐ livestock disease or quarantine.

Signature



Printed Name

Heath Miller for Colvin & Son, LLC

Date

6/25/2019

Reason for nonuse: ☐ Approved ☐ Disapproved (Decision Required)

Signature of BLM

Date

Title U.S.C. Section 1001, makes 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 statement or presentations as to any matter within its jurisdiction.

%PL Use: Percent forage from public land use.

Type Use: Categories with specific rules that govern AUM and grazing fee calculation and input on grazing authorizations and bills (A=Active Use,

D=Custodial Use, N=Nonuse, I=Ephemeral Use, T=Trailing Use).

(See terms and conditions on page 2)

TERMS AND CONDITIONS

(See 43 CFR 4100)

1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with all the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Noncompliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans must be incorporated in permits or leases when completed.
4. Those holding permits or leases must own or control and be responsible for the management of livestock authorized to graze.
5. The BLM may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the BLM.
8. Livestock grazing use that is different from that authorized by a permit or lease must be applied for prior to the grazing period and must be filed with and approved by the BLM before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. The holder of this authorization must notify the authorized officer immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (cultural items), stop the activity in the area of the discovery and make a reasonable effort to protect the remains and/or cultural items.
11. Grazing fee payments are due on the date specified on the billing notice and must be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
12. Members of Congress may not enter into a grazing permit or lease. 41 U.S.C. 6306 (2014). Further, no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App. 1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (42 U.S.C. 1701 et. seq.) shall be admitted to any share or part in a permit or lease for grazing or derive any benefit to arise from a permit or lease for grazing.

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with information requested by this form.

AUTHORITY: 43 U.S.C. 315b, 315m, 1181d, 1732, 1752, and 1903, and 43 CFR part 4100.

PRINCIPAL PURPOSE: The BLM will use the information you provide to process your application to graze livestock or request a change in grazing use on the public lands.

ROUTINE USES: In accordance with the Bureau of Land Management's (BLM) System of Records Notice published in the Federal Register on December 29, 2010 [Bureau of Land Management's Range Management System—Interior, LLM-2; Notice To Amend an Existing System of Records; Privacy Act of 1974; as Amended], names and addresses provided by the applicant on this form will be publically available in reports on the BLM public website.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is required to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or the rejection and/or denial of your application.

The Paperwork Reduction Act requires that you be furnished with the following information in connection with the information requested by this form: BLM collects this information to authorize livestock grazing on public lands. Response to this request is required in order to obtain or retain a benefit. You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0041), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.

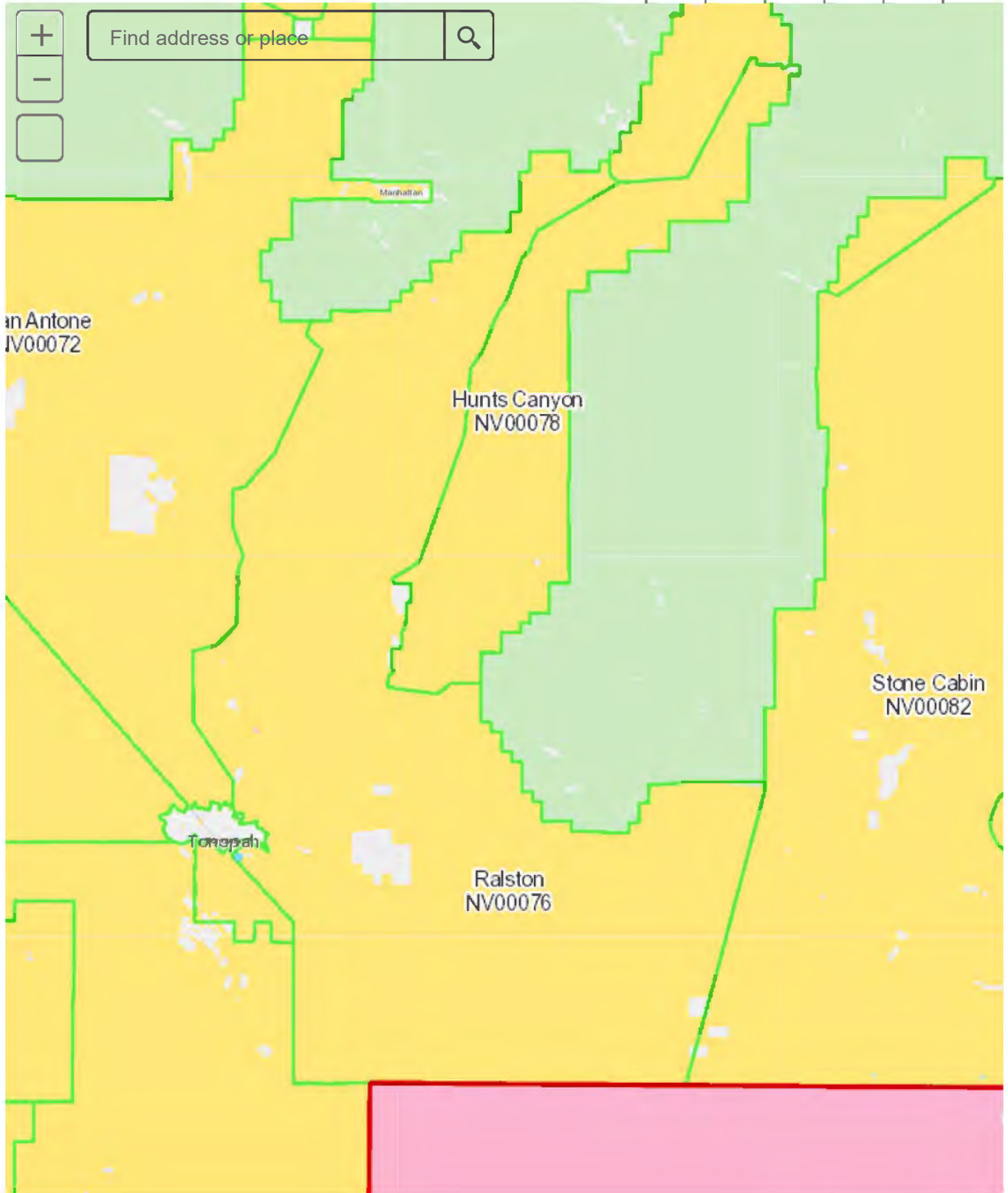


BLM National Data



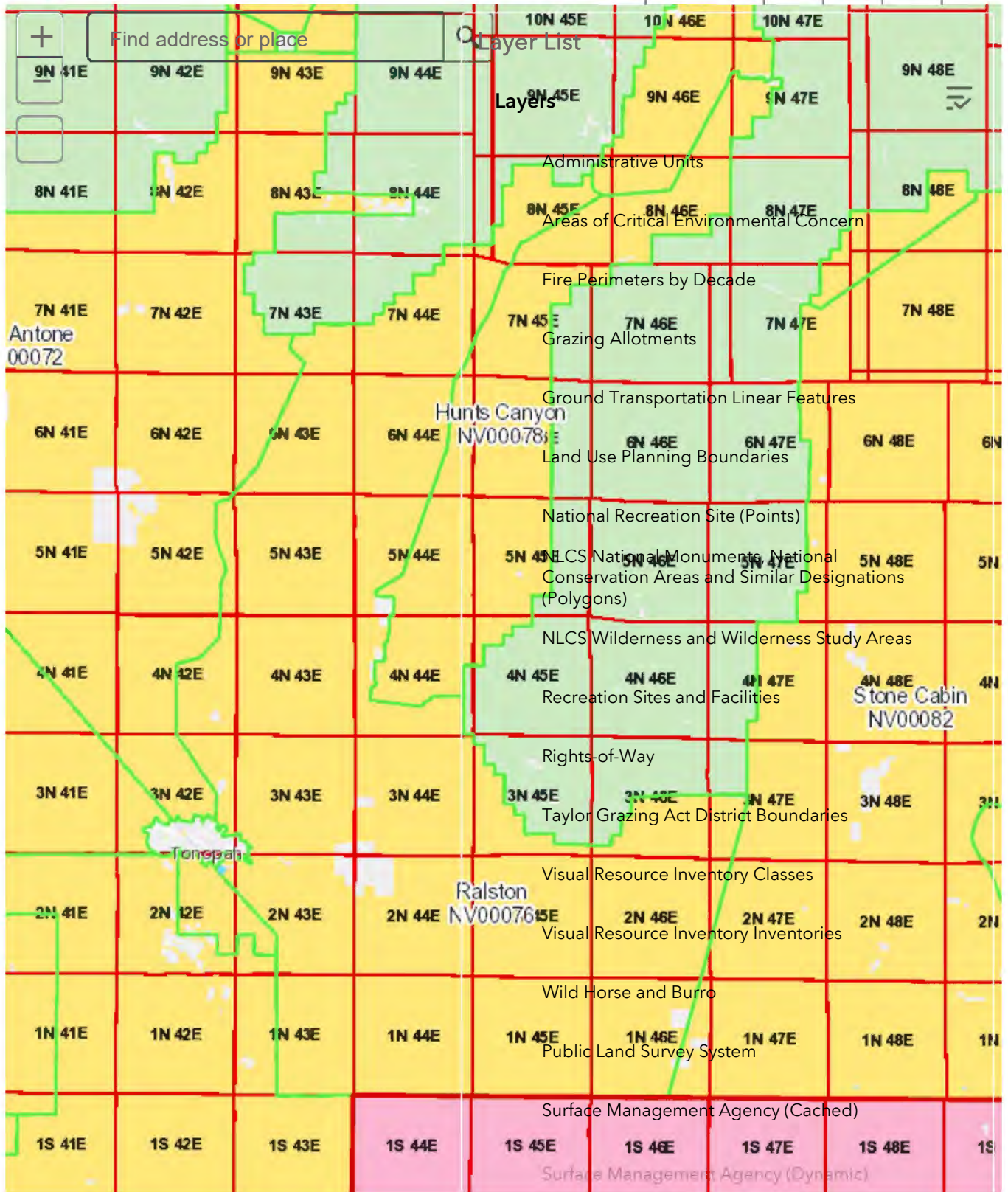
Find address or place

Q





BLM National Data



6mi

-115.375 38.681 Degrees



BLM National Data



Find address or place



San Antone
NV00072

Hunts Canyon
NV00078

Stone Cabin
NV00082

Tonopah

Ralston
NV00076

6mi

-115.373 38.672 Degrees

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**GRAZING SCHEDULE
GRAZING APPLICATION**

FORM APPROVED
OMB NO. 1004-0044
Expires 12/31/2020

FOR BLM USE ONLY

Name (last, first, middle initial)
Colvin & Son, LLC

Address (include street, city, State, and zip code)
525 Dammeron Valley Drive West
Dammeron Valley, Utah 84783

State Nevada

Office LLNVB02000

Authorization No. _____

Schedule No. _____

Billing Code _____

Special Bill Code _____

I hereby apply for the following grazing use on the public lands and/or other lands administered by the Bureau of Land Management (BLM).

(1)		(2)	(3)	(4)	(5)		(6)	(7)	(8)
ALLOTMENT		PASTURE	LIVESTOCK		PERIOD		% PL USE	TYPE USE	AUM'S
NAME	NO	NO	NUMBER	KIND	BEGIN	END			
Ralston	00076		2234	C	03/01/2020	05/31/2020	100	A	6757
Ralston	00076		1259	C	06/01/2020	06/10/2020	100	A	414
Ralston	00076		759	C	06/11/2020	06/20/2020	100	A	250
Ralston	00076		1242	C	11/16/2020	11/30/2020	100	A	612
Ralston	00076		2233	C	12/01/2020	02/28/2021	100	A	6607
Application for a Grazing									
Permit.									
See Tonopah ROD-ROD									
dated 10/6/1997, at page									
A-15 (wherein it makes a									
forage allocation of									
14695 AUMs in Ralston.)									

Show your recorded brands, earmarks, and wattles Bell waddle = LR D D Two crops

Show reason for nonuse, if requested: ☐ conservation and protection of the public lands; ☐ annual fluctuation of livestock operations; ☐ financial or other reasons beyond control of the operator; or ☐ livestock disease or quarantine.

Signature <u>CH Miller</u>	Printed Name Heath Miller for Colvin & Son, LLC	Date <u>6/25/2019</u>
Reason for nonuse: ☐ Approved ☐ Disapproved (Decision Required)		Signature of BLM
		Date

Title U.S.C. Section 1001, makes 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 statement or presentations as to any matter within its jurisdiction.

%PL Use: Percent forage from public land use.

Type Use: Categories with specific rules that govern AUM and grazing fee calculation and input on grazing authorizations and bills (A=Active Use, D=Custodial Use, N=Nonuse, L=Ephemeral Use, T=Trailing Use).

TERMS AND CONDITIONS

(See 43 CFR 4100)

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2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Noncompliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans must be incorporated in permits or leases when completed.
4. Those holding permits or leases must own or control and be responsible for the management of livestock authorized to graze.
5. The BLM may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the BLM.
8. Livestock grazing use that is different from that authorized by a permit or lease must be applied for prior to the grazing period and must be filed with and approved by the BLM before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. The holder of this authorization must notify the authorized officer immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (cultural items), stop the activity in the area of the discovery and make a reasonable effort to protect the remains and/or cultural items.
11. Grazing fee payments are due on the date specified on the billing notice and must be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
12. Members of Congress may not enter into a grazing permit or lease. 41 U.S.C. 6306 (2014). Further, no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App. 1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (42 U.S.C. 1701 et. seq.) shall be admitted to any share or part in a permit or lease for grazing or derive any benefit to arise from a permit or lease for grazing.

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with information requested by this form.

AUTHORITY: 43 U.S.C. 315b, 315m, 1181d, 1732, 1752, and 1903, and 43 CFR part 4100.

PRINCIPAL PURPOSE: The BLM will use the information you provide to process your application to graze livestock or request a change in grazing use on the public lands.

ROUTINE USES: In accordance with the Bureau of Land Management's (BLM) System of Records Notice published in the Federal Register on December 29, 2010 [Bureau of Land Management's Range Management System—Interior, LLM-2; Notice To Amend an Existing System of Records; Privacy Act of 1974; as Amended], names and addresses provided by the applicant on this form will be publically available in reports on the BLM public website.

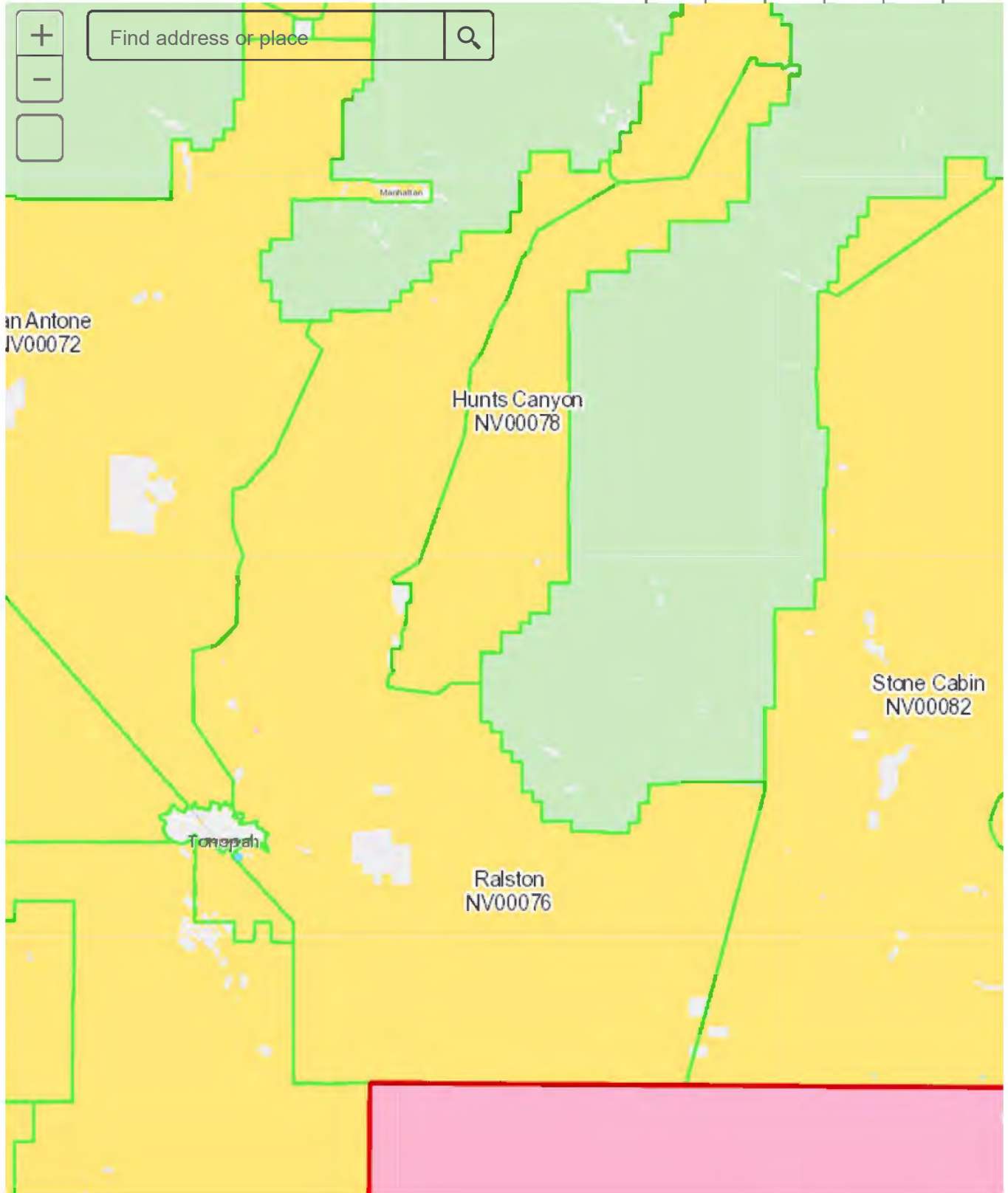
EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is required to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or the rejection and/or denial of your application.

The Paperwork Reduction Act requires that you be furnished with the following information in connection with the information requested by this form: BLM collects this information to authorize livestock grazing on public lands. Response to this request is required in order to obtain or retain a benefit. You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0041), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.

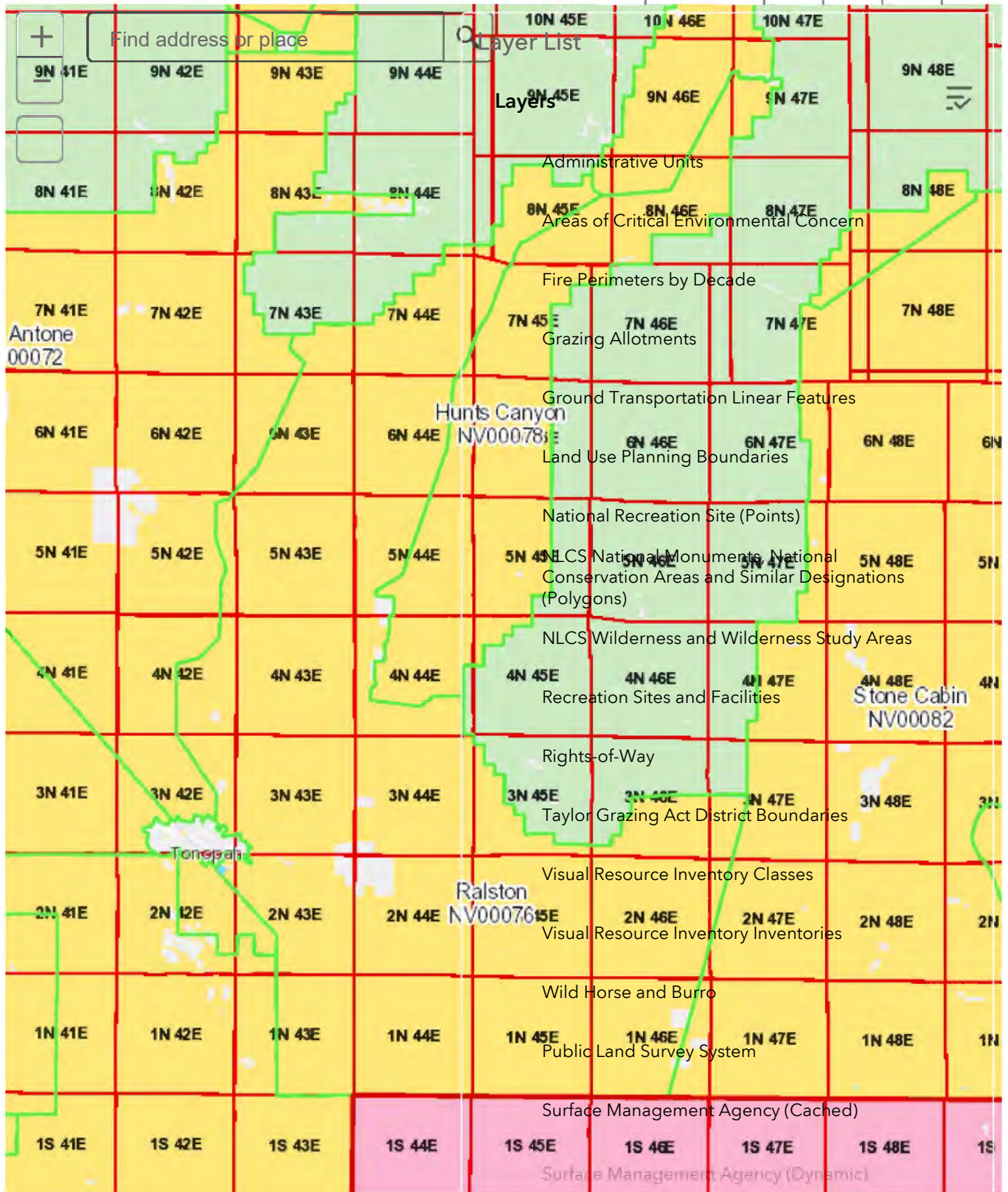


BLM National Data





BLM National Data

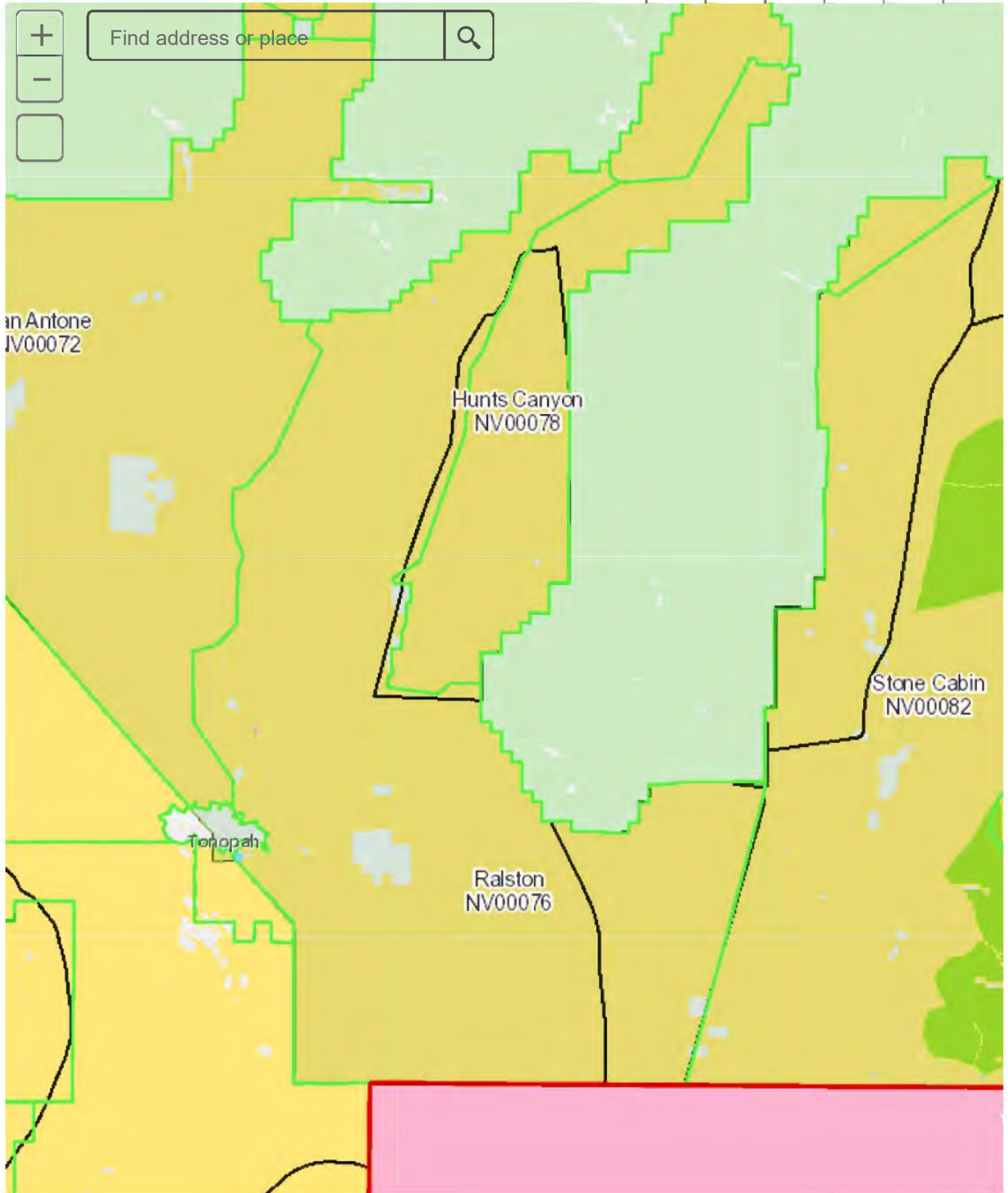


6mi

-115.375 38.681 Degrees



BLM National Data

6mi

-115.373 38.672 Degrees

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**GRAZING PREFERENCE APPLICATION
AND
PREFERENCE TRANSFER APPLICATION**
(Base Property Preference Attachment and Assignment)FORM APPROVED
OMB NO. 1004-0041
Expires 12/31/2020

FOR BLM USE ONLY

State: Nevada

Office: LLNVB02000

Applicant Authorization Number: _____

Date Filed: _____

NOTICE: Payment to BLM for transfer processing service charge (see 43 CFR 4130.8-3) must accompany this application. You are encouraged to contact the BLM office that administers the subject grazing preference before you acquire base property and/or apply for grazing preference. All required forms that are needed to apply for grazing preference, to transfer grazing preference, and for a BLM grazing permit or lease are available at your local BLM office. **FORM INSTRUCTIONS:** (1) To apply for preference already attached to base property that you (transferee) recently purchased, leased or otherwise acquired legal control, and the corresponding BLM grazing permit/lease, complete page 1 of this form, BLM Form 4130-1 (Grazing Schedule – Grazing Application), and BLM Form 4130-1b (Grazing Application–Supplemental Information), and submit these forms to BLM with all documents that BLM requires to support or verify the information stated on the application forms. (2) To apply to transfer preference from base property to other property (regardless of whether the other property already is base property for a BLM grazing preference) and for a corresponding permit or lease, the transferee completes the requirements described in (1), above, and the owner or controller of the base property from which the preference is to be transferred (transferor) completes page 2 of this form. Applicants must obtain all other needed signatures as applicable (e.g. lien-holder consent) to complete the application. Upon receipt of an application for preference or an application to transfer preference, BLM will provide the parties to the transfer with an *Assignment of Range Improvements* (BLM Form 4120-8) for their completion as applicable.

PREFERENCE APPLICANT (TRANSFEE) INFORMATION

Name: Colvin & Son, LLC	Mailing Address: 525 Dammeron Valley Drive West Dammeron Valley, Utah 84783
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REQUESTED PREFERENCE ATTACHMENT TO BASE PROPERTY

I offer the ☒ land ☐ water described below to meet the mandatory base property qualification in support of my application for grazing use on public lands. I request that BLM confirm the current attachment of, or request that BLM attach, grazing preference to this property as shown below and assign said preference to me for grazing use on public lands based on my ownership or control of this property. I certify that this property is described correctly and that it meets the requirements of the grazing regulations (43 CFR 4110.2-1(a) or (b), as applicable). *You must submit a copy of documentation that you own or control this property (e.g. deed, lease) with this form. If needed, attach clearly labeled additional sheets.*

Offered Base Property Land (or Water) Property Name and Legal Description (If water base, also describe type of water (e.g. well, spring) and list State Permit/Certificate Numbers)	Number of Base Property Acres by Status (Or Number of Livestock Served by Water Type)		Grazing Preference Attached or Requested to be Attached To Offered Base Property (Under 43 CFR 4110.2-2(c))		Forage Amount (AUM's) and Use Status	
	Owned (Full)	Controlled (Part/Availability*)	For Grazing Use In Allotment Number and Name		Active	Suspended
See Attachment Nos. 1 and 2	x		00076	Ralston	14,640	0

Preference Applicant (Transferee) Signature:

Printed Name:

Heath Miller for Colvin & Son, LLC

Date:

6/25/2019

*NOTE: If part-time water, indicate period of year that it is available for livestock use.

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.

IMPORTANT INFORMATION: Upon BLM approval of this application, BLM will update its records to reflect the change in preference holders and/or attachments of preference to base property. BLM will act upon the application for the grazing permit or lease concurrently through a separate process which will include a review and possible change to the terms and conditions of grazing use from that authorized to the previous preference holder. On a regional basis, BLM land use plans identify those public lands that are available for grazing use under a permit or lease. The terms and conditions of such permits and leases are periodically changed in response to management needs or circumstances.

(Form 4130-1a)

APPLICATION TO TRANSFER GRAZING PREFERENCE FROM BASE PROPERTY

For BLM Use —
Transferor Authorization Number: _____**To Be Completed by TRANSFEROR:**

I, (Print Transferor Name), _____, herein request that BLM transfer grazing preference, as shown in the REQUEST TO TRANSFER PREFERENCE FROM BASE PROPERTY below, to property owned or controlled by the preference applicant (transferee) that is listed on page 1 of this form. I understand that upon BLM approval of this transfer request, my grazing permit or lease is terminated automatically and without further notice to the extent of the transferred preference. If I am not applying to transfer my preference in total, then I also am submitting with this application a completed *Grazing Schedule - Grazing Application* (BLM Form 4130-1) to apply for a grazing permit or lease that reflects my remaining preference. I hereby assign to the transferee my interest and/or maintenance responsibility in authorized range improvements on public lands used and maintained in conjunction with the below-listed preference as shown on the enclosed Assignment of Range Improvements (BLM Form 4120-8).

I (check one): ☐ own ☐ control the property described below. If transferor controls but does not own the property shown below, the transferor must obtain the consent of the base property owner, as follows. The base property owner consents to the transfer of preference as shown in the REQUEST TO TRANSFER PREFERENCE FROM BASE PROPERTY below as attested by the following signature(s):

(Signature(s) of Owner(s))

(Date)

(Printed Name(s) of Owner(s))

The property described below (check one): ☐ is ☐ is not encumbered by a lien. If the property shown below is encumbered by a lien, the transferor must obtain the consent of the base property lien holder, as follows. The base property lien holder(s) consent(s) to the transfer of preference as shown in the REQUEST TO TRANSFER PREFERENCE FROM BASE PROPERTY below as attested by the following signature(s):

(Signature(s) of Lien Holder(s))

(Date)

(Printed Name(s) of Lien Holder(s))

REQUEST TO TRANSFER GRAZING PREFERENCE FROM BASE PROPERTY (If more room is necessary, attach clearly labeled additional sheets)

Existing Base Property From Which Preference is to be Transferred Property Name and Legal Description (If water base, also describe type of water (e.g. well, spring) and list State Permit/Certificate Numbers)	Number of Acres and Status (or Number of Livestock Served by Water Type*)		Summary of Request to Transfer Public Land Forage Preference from Base Property – Amount (AUM's) and Use Status							
			Current Preference Attachment		Preference requested to be transferred**		Preference attachment after transfer approval		Affects Transferor's BLM Permit or Lease to Graze in:	
	Owned (Full)	Controlled (Part/Avail*)	Active AUM's	Suspended AUM's	Active AUM's	Suspended AUM's	Active AUM's	Suspended AUM's	Allotment Name	No.
This portion of the form is not applicable because this is not based upon a transfer of any existing grazing preference because the previous Ralston Grazing Preference was canceled via a BLM Decision dated October 6, 2009.										

Transferor Signature:

Date:

* If part-time water, indicate period of year it is available for livestock use.

** Forage amount requested to be transferred: Enter amount here and in the appropriate columns on page 1.

NOTICES -The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with information requested by this form. **AUTHORITY:** 43 U.S.C. 315, 316, and 1181d; 43 CFR 4100. **PRINCIPAL PURPOSE:** The information is used to adjudicate applicant's preference for public land or resources. **ROUTINE USES:** In accordance with the Bureau of Land Management's (BLM) System of Records Notice published in the Federal Register on December 29, 2010 [Bureau of Land Management's Range Management System—Interior, LLM-2; Notice To Amend an Existing System of Records; Privacy Act of 1974; as Amended], names and addresses provided by the applicant on this form will be publically available in reports on the BLM public website. **EFFECT OF NOT PROVIDING INFORMATION:** Disclosure of the requested information is necessary to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or the rejection and/or denial of your application. **The Paperwork Reduction Act** requires us to inform you that BLM collects this information to establish preference for grazing use on public lands. You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number. **BURDEN HOURS STATEMENT:** Public reporting burden for this form is estimated to average 35 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0041), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.

For BLM Use Only

BLM ACTION ON APPLICATION: I approve the preference recording and assignment as applied for on page 1 of this form and, if applicable, approve the preference transfer and range improvement assignment as applied for on page 2 of this form. This action does not authorize grazing use on public lands. BLM will, by separate action address, issue or modify the grazing permits/lease that arise from or are affected by approval of this application.

(BLM Manager's Signature)

(Date)

(BLM Manager's Printed Name)

(Title)

(BLM Office Name/Organizational Code)

09/21/00 THU 14:16 FAX 7 828838

CCT TONOPAH

002

APN'S: 05-391-01; 05-391-03; 07-041-02; 07-051-03; 07-051-04; 07-061-04
 07-061-02; 07-081-03; 07-251-01; 07-401-01; 07-401-02; 07-401-03
 07-401-05; 07-421-03; 07-421-04; 07-411-02; 07-021-02; 07-321-02; 07-501-04; 07-331-01
 07-311-01; 07-491-02 **GRANT, BARGAIN and SALE DEED** 07-511-05; 07-531-02; 07-521-01
 07-511-03; 07-511-04 07-501-03; 07-531-04; 05; 07

25019281

FOR THE CONSIDERATION of TEN DOLLARS (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, COLVIN AND SON, a Nevada General Partnership, as Grantor, does hereby grant, bargain and sell to COLVIN & SON, LLC, a Nevada Limited Liability Company, as Grantee, and to its successors and assigns, forever, the property and premises located in the County of Nye, State of Nevada, described as follows:

All that certain real property situate in the County of Nye, State of Nevada, more particularly described as follows:

All of that certain real property described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth herein.

TOGETHER with all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM and USDA-Forest Service grazing permits, preferences and privileges, including any and all right, title and interest to the associated public land and National Forest System land range improvements, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character and description appurtenant to and used in connection with said range and grazing rights, said grazing permits, preferences and privileges, and said range improvements;

TOGETHER with any and all right, title and interest to reservoirs, ditches or other rights of way authorized under various pre-1976 Federal Grants upon or across the public land and National Forest System land, including any and all right, title and interest to water and water rights of every name, kind, character and description appurtenant to and used in connection with said Grants;

TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State Engineer, State of Nevada, Carson City, Nevada, including, but not limited to, any and all water rights described by the records in the Office of the State Engineer, State of Nevada referred to in Exhibit B attached hereto and incorporated herein by reference as though fully set forth herein.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Official Records Nye County Nevada
 Requested By: Cow County Title Co.

COPY has not been
 with the Original
 Fee: \$17.00 State: \$

500538
 Dep: tp

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

IN WITNESS WHEREOF, the Grantor has signed this deed this 31 day of August, 2000.

GRANTOR:

COLVIN AND SON, a Nevada General Partnership

By: Tommy Colvin Jr
TOMMY COLVIN JR., sole surviving partner

STATE OF Nevada)
COUNTY OF ELKO) SS.

On August 31, 2000, personally appeared before me, a Notary Public, TOMMY COLVIN JR., a single man, proven to me to be the person who acknowledged that he executed the above instrument.

Karla R. Jones
NOTARY PUBLIC

Parcel Numbers:
See Exhibit A attached

Grantee's Address:

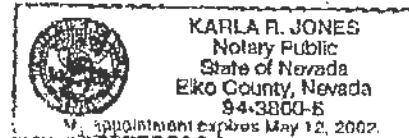


EXHIBIT "A"

All that certain real property situate in the County of Nye, State of Nevada, described as follows:

TOWNSHIP 5 NORTH, RANGE 45 EAST, M.D.B.&M.

Section 21: The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 05-221-03

TOWNSHIP 4 NORTH, RANGE 46 EAST, M.D.B.&M.

Section 20: The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)

Section 35: The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 05-391-01
05-391-03

TOWNSHIP 4 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 11: The North Half (N1/2) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-041-02

TOWNSHIP 5 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 13: The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4)

Section 26: The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-051-03
07-051-04

TOWNSHIP 6 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 25: The South Half (S1/2) of the Southeast Quarter (SE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-061-04

TOWNSHIP 6 NORTH, RANGE 47 EAST, M.D.B.&M.

H.E. Survey No. 120, embracing a portion of Section 32 and 33 in Township 6 North, Range 47 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

(continued)

EXHIBIT "A" - continued

Beginning at corner No. 1, from which U.S. Location Monument No. 263, bears South sixteen degrees east seven and nine-tenths chains distance; thence North seventy-eight degrees fifty-seven minutes West ten and forty-four hundredths chains to corner No. 2; thence North thirty degrees thirty three minutes West eight and twenty-nine hundredths chains to corner No. 3; thence North fifty-four degrees ten minutes East eleven and twenty-five hundredths chains to corner No. 4; thence North four degrees fifty-five minutes West twenty-eight and twenty-five hundredths chains to corner No 5; thence South eighty-seven degrees eleven minutes East three and eight-tenths chains to Corner No. 6; thence South two degrees seven minutes West seven and sixty two-hundredths chains to corner No. 7; thence South twenty-nine degrees thirty-two minutes East nine and forty-two hundredths chains to corner No. 8; thence South fifty-one minutes West twenty-seven and eighty-eight hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-061-02

TOWNSHIP 7 NORTH, RANGE 47 EAST, M.D.B.&M.

The H.E. Survey No. 144, embracing a portion of, approximately, Sections 33 and 34 in Township 7 North, Range 47 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which the North corner to Sections 3 and 4 in Township 6 North of Range 47 East of the Mount Diablo Meridian, bears South sixty-three degrees fifty-one minutes West twenty-four and thirty-one hundredths chains distant; thence, North eighty-four degrees fifty-three minutes West fifty-nine and eighty-hundredths chains to corner No. 2; thence, North twenty-seven degrees forty-eight minutes East ten and thirteen-hundredths chains to corner No. 3; thence, South seventy-nine degrees thirty-two minutes East fifty-seven and fifty-two-hundredths chains to corner No. 4; thence South twenty-four degrees thirty-nine minutes West four and twenty-six hundredths chains to corner No. 1 the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-081-03

TOWNSHIP 3 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 5: Lot 4 of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)

(continued)

EXHIBIT "A" - continued

Section 6: Lots 1 and 2 of the Northeast Quarter (NE1/4)
and the South Half (S1/2) of the Northeast Quarter
(NE1/4)

Excepting therefrom that portion conveyed for Highway
purposes by Deed recorded November 28, 1938 in Book 47 of Deeds,
page 119 as File No. 8784, Nye County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-251-01

TOWNSHIP 1 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 2: Lot 4 of the Northwest Quarter (NW1/4)
Section 3: Lots 1, 2, and 3
Section 5: The South Half (S1/2) of the South Half (S1/2)
Section 6: The North Half (N1/2) of the Southeast Quarter
(SE1/4)
Section 22: The South Half (S1/2) of the Southeast Quarter
(SE1/4) and the Northeast Quarter (NE1/4) of the
Southeast Quarter (SE1/4)
Section 23: The Northwest Quarter (NW1/4) of the Southwest
Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-401-01
07-401-02
07-401-03
07-401-05

TOWNSHIP 2 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 7: The Southwest Quarter (SW1/4) of the Southeast
Quarter (SE1/4) and the Southeast Quarter (SE1/4)
of the Southwest Quarter (SW1/4)
Section 17: The Northwest Quarter (NW1/4) of the Northwest
Quarter (NW1/4)
Section 33: The Northeast Quarter (NE1/4) of the Southeast
Quarter (SE1/4)
Section 34: The South Half (S1/2) of the Southwest Quarter
(SW1/4) and the Northwest Quarter (NW1/4) of
the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-421-03
07-421-04
07-411-02

(continued)

EXHIBIT "A" - continued**TOWNSHIP 2 NORTH, RANGE 47 EAST, M.D.B.&M.**

Section 14: The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-021-02

TOWNSHIP 9 NORTH, RANGE 48 EAST, M.D.B.&M.

The H.E. Survey No. 108, embracing a portion of, approximate, Sections thirteen, twenty-three, and twenty-four in Township Nine North of Range forty eight east of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which U.S. Location Monument No. 251, bears South twenty-eight degrees forty-two minutes West eighty-one chains distant; thence, North fifty-one degrees twenty-five minutes West three and sixteen-hundredths chains to corner No. 2; thence, North sixty-three degrees thirty one minutes East nine and ninety-seven-hundredths chains to corner No. 3; thence, North fifty degrees forty-one minutes East thirty three and eighty-three hundredths chains to corner No. 4; thence North seven degrees thirty-nine minutes West seventeen and fifty-four-hundredths chains to corner No. 5; thence, North sixty-eight degrees nine minutes East twenty-one and twenty-one hundredths chains to corner No. 6; thence, South nine degrees four minutes West nine and three-tenths chains to corner No. 7; thence, South twenty-three degrees twelve minutes West twenty-two and seventy-two-hundredths chains to corner No. 8; thence, South fifty-seven degrees fourteen minutes West twenty-four and twelve-hundredths chains to corner No. 9; thence, South forty-four degrees forty-five minutes West nine and sixteen-hundredths chains No. 10; thence, South seventy-four degrees thirty-four minutes West thirteen and thirty-six-hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-321-02

(continued)

EXHIBIT "A" - continued**TOWNSHIP 9 NORTH, RANGE 48 EAST, M.D.B.&M.**

The H.E. Survey No. 84, embracing a portion of, approximately, Section twenty-six in Township nine North of Range forty-eight East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which U.S. Location Monument No. 251, bears South thirty degrees twenty-four minutes West two and seventy-five hundredths chains distant; thence, North sixty-five degrees five minutes East eight and forty-six hundredths chains to corner No. 2; thence, South five degrees forty-two minutes West thirty-eight and twenty-one hundredths chains to corner No. 3; thence, South five degrees twenty-seven minutes East ten and eighty-six-hundredths chains to corner No. 4; thence, South seventeen degrees fifty-seven minutes East thirty one and fifty-seven-hundredths chains to corner No. 5; thence, South eighty-two degrees thirty-five minutes West three and seventy-seven hundredths chains to corner No. 6; thence, North twenty-one degrees forty-seven minutes West thirty-four and seven-hundredths chains to corner No. 7; thence, North thirty-one degrees fifty-six minutes West six and twenty-eight hundredths chains to corner No. 8; thence North twenty-two degrees forty-six minutes East fourteen and twenty-four-hundredths chains to corner No. 9; thence, North nineteen minutes West twenty-five and four hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-311-01

TOWNSHIP 9 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 9: The East Half (E1/2) of the Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)
Section 10: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)
Section 15: The West Half (W1/2) of the Northwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-491-02

(continued)

EXHIBIT "A" - continued**TOWNSHIP 10 NORTH, RANGE 49 EAST, M.D.B.&M.**

- Section 2: Lots 3 and 4 of the Northwest Quarter (NW1/4) and the North Half (N1/2) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4)
- Section 11: The West Half (W1/2) of the West Half (W1/2) and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)
- Section 14: The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4) and the East Half (E1/2) of the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4)
- Section 22: The East Half (E1/2) of the Northeast Quarter (NE1/4) and the West Half (W1/2) of the Southeast Quarter (SE1/4)
- Section 27: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the West Half (W1/2) of the Northeast Quarter (NE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the West Half (W1/2) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-511-03 07-501-03
07-511-04 07-501-04
07-511-05

TOWNSHIP 11 NORTH, RANGE 49 EAST, M.D.B.&M.

- Section 3: The South Half (S1/2) of the Northwest Quarter (NW1/4)
- Section 4: The South Half (S1/2) of the Northeast Quarter (NE1/4)
- Section 11: The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4)
- Section 12: The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Southeast Quarter (SE1/4)

(continued)

EXHIBIT "A" - continued

- Section 13: The Northeast Quarter (NE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4)
- Section 24: The East Half (E1/2) of the Northwest Quarter (NW1/4) and the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4)
- Section 26: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4)
- Section 33: The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4)
- Section 35: The West Half (W1/2) of the West Half (W1/2) and the East Half (E1/2) of the Northwest Quarter (NW1/4)
- Section 36: Tract No. 37, Patent No. 1116192 in unsurveyed Section 36 in Township 11 North, Range 48 East, M.D.B.&M., and in unsurveyed Section 31 in Township 11 North, Range 49 East, M.D.B.&M., as shown on the Official Plat of the survey of said land on file in the General Land Office

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001:

07-531-02	07-521-03
07-531-04	07-521-04
07-531-05	07-521-05
07-531-07	07-521-06
07-331-01	07-521-07

TOWNSHIP 12 NORTH, RANGE 49 EAST, M.D.B.&M.

The H.E. Survey No. 119, embracing a portion of, approximately, Sections nineteen and twenty in Township twelve North of Range forty-nine East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1; from which U.S. Location Monument No. 272, bears South sixty-seven degrees nine minutes East one and sixty-six-hundredths chains distant; thence, North sixty-five degrees twenty-nine minutes West thirty-five and ninety-nine-hundredths chains to corner No. 2; thence, North eighty-one degrees fifty-seven minutes West seven and eighty-hundredths chains to corner No. 3; thence, North fifty-eight degrees twenty-nine minutes West forty-five and

(continued)

EXHIBIT "A" - continued

eighty-hundredths chains to corner No. 4; thence, North nine degrees ten minutes East nine and twenty-eight-hundredths chains to corner No. 5; thence, South seventy-three degrees thirty-five minutes East fifteen and fifty-two-hundredths chains to corner No. 6; thence, South forty-one degrees nineteen minutes East fourteen and seventy-three-hundredths chains to corner No. 7; thence South sixty-two degrees thirty-seven minutes East twenty-six and sixty-seven hundredths chains to corner No. 8 thence, North forty-seven degrees fifty-two minutes East twenty-seven and fifty-nine-hundredths chains to corner No. 9; thence, South sixty-nine degrees forty minutes East ten and twenty-seven-hundredths chains to corner No. 10; thence, South thirty-seven minutes West thirty-six and thirty-eight-hundredths chains to corner No. 1, the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 07-541-01

TOWNSHIP 11 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 6: Lot 1 of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4) and the West Half (W1/2) of the Southeast Quarter (SE1/4)

Section 7: The West Half (W1/2) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and Lot 4 of the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2000 - 2001: 09-161-02
09-161-03
09-161-04

EXHIBIT B

DEED: COLVIN & SON, PARTNERSHIP
TO: COLVIN&SON, LLC

TOGETHER WITH the following water rights as more fully described in filings in the State Engineer's office as follows:

a. Irrigation:

- (1) Application 4910, Certificate 1066, for the irrigation of 29.24 acres of the above described land in Sections 22 and 23, Township 1 North, Range 49 East, Mount Diablo Base and Meridian, from Silver Bow Canyon.
- (2) Application 4536, Certificate 1067, for the irrigation of 37.64 acres of the above described land in Section 34, Township 2 North, Range 49 East, and Section 2 and 3, Township 1 North, Range 49 East, Mount Diablo Base and Meridian, from Haws Creek and springs.
- (3) Application-permit 2560 for the irrigation of 400 acres of the above described land in Section 27, Township 10 North, Range 49 East, Mount Diablo Base and Meridian, from Whiteside Lake.

b. Stock and Domestic Water Rights

- (1) Application 13625, certificate 3956, stock water rights to Silver Bow Springs.
- (2) Proof of Appropriation 02361, stock water rights, from Five Mile Spring.
- (3) Proof of Appropriation 02377, stock water rights, from Breen Spring.
- (4) Proof of Appropriation 02379, stock water rights, from Haws Creek Spring.
- (5) Application-permit 4310, stock water rights, from Haws Canyon Spring No. 1.
- (6) Application-permit 4311, stock water right, from Haws Canyon Spring.
- (7) Application-permit 4315, stock water rights, from Four Mile Spring.
- (8) Application-permit 4316, stock water right, from Side Hill Spring.
- (9) Application-permit 4317, stock water right, from Point of Rocks Spring.
- (10) Application-permit 4318, stock water right, from Warm Springs.

c. All other stock-water rights from whatever source used in the operation of this livestock unit.

578687

Official Records Nye County Nevada
Requested By Cow County Title Co
12/31/03 3 46 PM
Donna L. Motis, Recorder
Fee \$16.00 State \$ Dep tp
Non-Conformity Fee \$25.00

APN 07-311-01

APN 07-491-02 PTN

APN _____

FOR RECORDERS USE ONLY

25019281

TITLE OF
DOCUMENT CORRECTIVE GRANT DEED

WRS - NRS
RECEIVED

FEB 23 '04

CORRECTIVE GRANT DEED

For the consideration of **TEN DOLLARS (\$10.00)**, and other valuable consideration, the receipt of which is hereby acknowledged;

COLVIN & SON, LLC, a Nevada Limited Liability Company, as Grantor, does hereby grant, bargain, and sell to;

COLVIN & SON, LLC, a Nevada Limited Liability Company, as Grantee, and to its successors and assigns, forever, the property and premises located in the County of Nye, State of Nevada, described herein.

THIS CORRECTIVE GRANT DEED IS PLACED OF RECORD FOR THE PURPOSE OF CLARIFYING THE CORRECT LEGAL DESCRIPTION FOR THE FOLLOWING DESCRIBED REAL PROPERTY INTENDED FOR INCLUSION IN THE TRANSFER DOCUMENTS IDENTIFIED BELOW EACH DESCRIPTION.

TOWNSHIP 9 NORTH, RANGE 48 EAST, M.D.B.&M.

The H.E. Survey No. 84, embracing a portion of, approximately, Section twenty-six in Township nine north of Range forty-eight east of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning at corner No. 1, from which U.S. Location Monument No. 251, bears south thirty degrees twenty-four minutes west two and seventy-five-hundredths chains distant; thence, north sixty degrees five minutes east eight and forty-six-hundredths chains to corner No. 2; thence, south five degrees forty-two minutes west thirty-eight and twenty-one-hundredths chains to corner No. 3; thence, south five degrees twenty-seven minutes east ten and eighty-six-hundredths chains to corner No. 4; thence, south seventeen degrees fifty-seven minutes east thirty-one and fifty-seven-hundredths chains to corner No. 5; thence, south eighty-two degrees thirty-five minutes west three and seventy-seven-hundredths chains to corner No. 6; thence, north twenty-one degrees forty-seven minutes west thirty-four and seven-hundredths chains to corner No. 7; thence, north thirty-one degrees fifty-six minutes west six and twenty-eight-hundredths chains to corner No. 8; thence, north twenty-two degrees forty-six minutes east fourteen and twenty-four-hundredths chains to corner No. 9; thence, north nineteen minutes west twenty-five and four-hundredths chains to corner No. 1, the place of beginning.

Transfer Documents

The Executor's Deed from FIRST NATIONAL BANK OF NEVADA, Executor of the Estates of JAMES M. BUTLER, deceased, and FLORENCE R. BUTLER, deceased, to JOHN JAY CASEY and MYRTLE CASEY, recorded on August 12, 1948 in Book 52, page 589 of the Official Records of Nye County, Nevada.

The Trustee's Deed from NEVADA TITLE GUARANTY COMPANY, Trustee for JOHN JAY CASEY and MYRTLE CASEY, to P. T. P., INC., a Nevada corporation, recorded on May 9, 1962 in Book 51, page 62 of the Official Records of Nye County, Nevada.

578687

The Deed from P. T. P., INC., a Nevada corporation, to COLVIN AND SON, a Nevada General Partnership, recorded on July 7, 1966 in Book 88, page 518 of the Official Records of Nye County, Nevada.

The Grant, Bargain and Sale Deed from COLVIN AND SON, a Nevada General Partnership, to COLVIN & SON, LLC, a Nevada Limited Liability Company, recorded on September 21, 2000 as file number 500538 of the Official Records of Nye County, Nevada.

TOWNSHIP 9 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 15: The West Half (W1/2) of the Northwest Quarter (NW1/4)

Transfer Document

The Grant, Bargain and Sale Deed from COLVIN AND SON, a Nevada General Partnership, to COLVIN & SON, LLC, a Nevada Limited Liability Company, recorded on September 21, 2000 as file number 500538 of the Official Records of Nye County, Nevada.

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

IN WITNESS WHEREOF, the Grantor has signed this deed this 16 day of December, 2003.

GRANTOR:

COLVIN & SON, LLC, a Nevada Limited Liability Company

By: Tom Colvin Jr.
TOM COLVIN JR.

STATE OF Nevada)
) SS.
COUNTY OF ELKO)

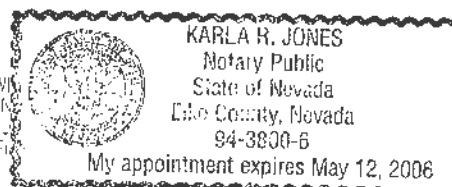
On December 16, 2003, personally appeared before me, a Notary Public, TOM COLVIN JR., a single man, proven to me to be the person who acknowledged that he executed the above instrument.

Karla R. Jones
NOTARY PUBLIC

Grantee's Address: P.O. Box 1047

Tonopah, NV 89049

RECEIVED CERTIFICATE OF IMPRESSED WITH
THE RAISED SEAL OF THE NYE COUNTY
RECORDER THIS 18th DAY OF FEBRUARY 2004
OF THE COUNTY OF NYE



FEB 18 2004

Donna B. Moten
DONNA B. MOTEN, COUNTY RECORDER
ELKO COUNTY, NEVADA

APPLICATION / ASSIGNMENT BY COLVIN & SON, LLC AS TO RANGE IMPROVEMENTS IN THE RALSTON ALLOTMENT:

Application / Assignment by Colvin & Son, LLC of the following range improvements upon the public lands in the Ralston Allotment, Tonopah Field Office, Battle Mountain District, Nevada, BLM. This application is made in accordance with 43 C.F.R. 4120.3 (10/1/2005 Edition):

Range Improvement Project Name¹	Previous² ID#	Previous³ RIP#	Legal Description wherein BLM says the Project exists.	Water Right Application
Silver Creek Well – Attachment #1	4-0250	590250	T8NR45ES17	Application pending
Airport Well – Attachment #2	4-4259	594259	T2NR44ES20 ⁴	Application pending
South Well – Attachment #3	4-2049	590029	T1NR45ES19	Application pending
Two Well – Attachment #4	4-0029	590029	T1NR46ES31	Application pending
Three Well – Attachment #5	4-0031	590031	T1NR46ES9	Application pending
Salisbury Well – Attachment #6	4-0587	590587	T2NR46ES16 ⁵	Application pending
Pine Creek Well – Attachment #7	4-0262	590262	T2NR45ES21	Application pending
Cornell Well – Attachment #8	4-4102	594102	T3NR44ES16	Application pending
Graham Well – Attachment #9	4-0353	590353	T4NR44ES5	Application pending
Black Rock Well – Attachment #10	R-0422	590383	T4NR43ES15 ⁶	Application pending

¹ See Attachment #0, as to an aerial map of all of the Projects, i.e. Attachment Nos. 1-13.

² The word “Previous” was used because this Project was previously authorized by BLM and then thereafter cancelled by BLM via a BLM Decision dated October 6, 2009.

³ The word “Previous” was used because this Project was previously authorized by BLM and then thereafter cancelled by BLM via a BLM Decision dated October 6, 2009.

⁴ The BLM Decision dated October 6, 2009, placed this range improvement in T2NR44ES20, but it is actually in T2NR44ES19.

⁵ The BLM Decision dated October 6, 2009, placed this range improvement in T2NR46ES16, but it is actually in T2NR46ES15.

⁶ The BLM Decision dated October 6, 2009, placed this range improvement in T4NR43ES15, but it is actually in T4NR43ES16.

Henry's Well – Attachment #11	4-0267	590267	T5NR44ES7	Application pending
San Antone Well (aka San Antonio Well) – Attachment #12	4-0272	590272	T6NR43ES22	Application pending
Spanish Well – Attachment #13	4-0260	590260	T7NR44ES35 ⁷	Application pending

The foregoing application / assignment is filed because, under information and belief, the applicant, Colvin & Son, LLC, contends that -- while such range improvements have been canceled as part of a "Decision" dated October 6, 2009, issued by BLM to E. Wayne Hage -- the foregoing range improvements: (1) have not been removed from the public lands in the Ralston Allotment; (2) continue to exist upon the public lands in the Ralston Allotment; (3) appear to be operational with some maintenance; and, (4) would provide water for the intended permitted livestock.

It should be noted that simultaneous with signing this application / assignment, the applicant, Colvin & Son, LLC, has applied for permanent and temporary water rights with the Nevada State Water Engineer on such existing range improvements.

To the extent that BLM may find that *other* range improvements, like the ones below, have not been removed from the public lands in the Ralston Allotment, continue to exist upon the public lands in the Ralston Allotment, could be operational with some maintenance, and would provide water for the intended permitted livestock, then the applicant, Colvin & Son, LLC, also applies for the following *other* range improvements upon the public lands in the Ralston Allotment, as highlighted below (and not crossed out):

Ralston Allotment						
PROJECT NAME	ID#	RIPS#	Year	Range	Township	Section
Two Well	4-0029	590029	1966	1 N.	46 E.	31
Three Well	4-0031	590031	1966	1 N.	46 E.	9
South Well	4-0249	590249	1959	1 N.	45 E.	19
Silver Creek Well	4-0250	590250	1959	8 N.	45 E.	17
Ray's Well	4-0256	590256	1959	4 N.	42 E.	12
Highway Well	4-0258	590258	1959	3 N.	44 E.	36
Spanish Well	4-0260	590260	1959	7 N.	44 E.	35
Pine Creek Well	4-0262	590262	1963	2 N.	45 E.	21
Saulsbury Well	4-0265	590265	1959	2 N.	46 E.	15
Henry's Well	4-0267	590267	1966	5 N.	44 E.	7
San Antone Well	4-0272	590272	1966	6 N.	43 E.	22
Graham Well	4-0353	590353	1962	4 N.	44 E.	5
Saulsbury PPL	4-0587	590587	1966	3 N.	46 E.	27
Cornell Well	4-4102	594102	1966	3 N.	44 E.	16

⁷ The BLM Decision dated October 6, 2009, placed this range improvement in T7NR44ES35, but it is actually in T7NR44ES36.

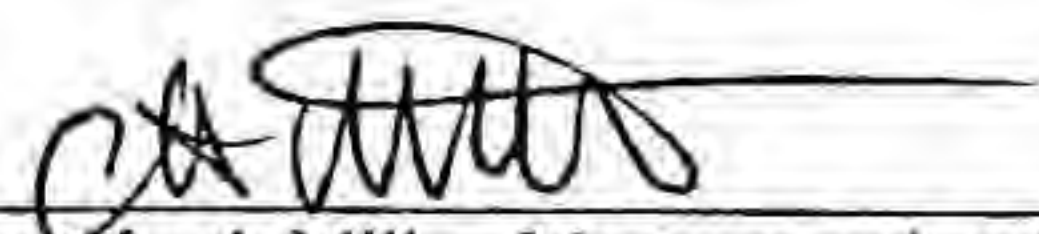
Ralston Allotment						
PROJECT NAME	ID#	RIPS#	Year	Range	Township	Section
Pine Creek Well Shack	4-4190	594190	1963	2 N.	45 E.	21
Airport Well	4-4259	594259	1970	2 N.	44 E.	20
Stewart Spring Pipeline	4-4821	594821	1986	7 N.	44 E.	1

Ralston Allotment						
PROJECT NAME	ID#	RIPS#	Year	Range	Township	Section
Baxter Spring PPL Ext	R-0208	590208	1963	7 N.	43 E.	25
Baxter Spring & PPL	R-0240	590240	1956	7 N.	43 E.	36
Black Rock Well	R-0383	590383	1963	4 N.	43 E.	15
Frazier Spring	R-0422	590422	1976	4 N.	42 E.	35
Ice Spring	R-0424	590424	1966	3 N.	43 E.	17
Frazier PPL	R-0433	590433	1967	4 N.	42 E.	35

It should be noted that the applicant, Colvin & Son, LLC, is willing to also apply for permanent and temporary water rights with the Nevada State Water Engineer on the foregoing *other* range improvements, if necessary.

Dated this 25th day of June, 2019.

Colvin & Son, LLC

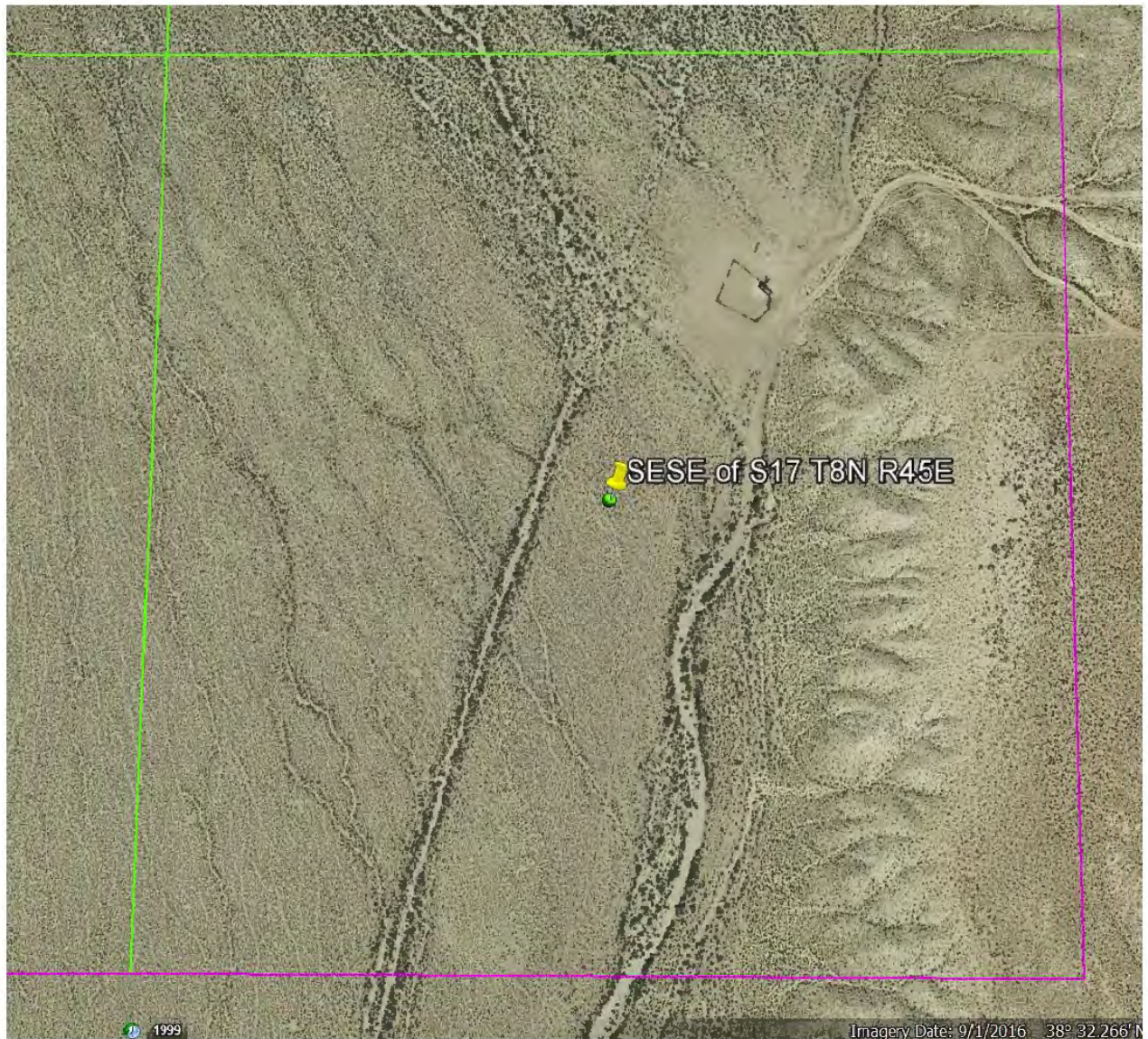
by 
Heath Miller, Manager and authorized representative

ATTACHMENT #0



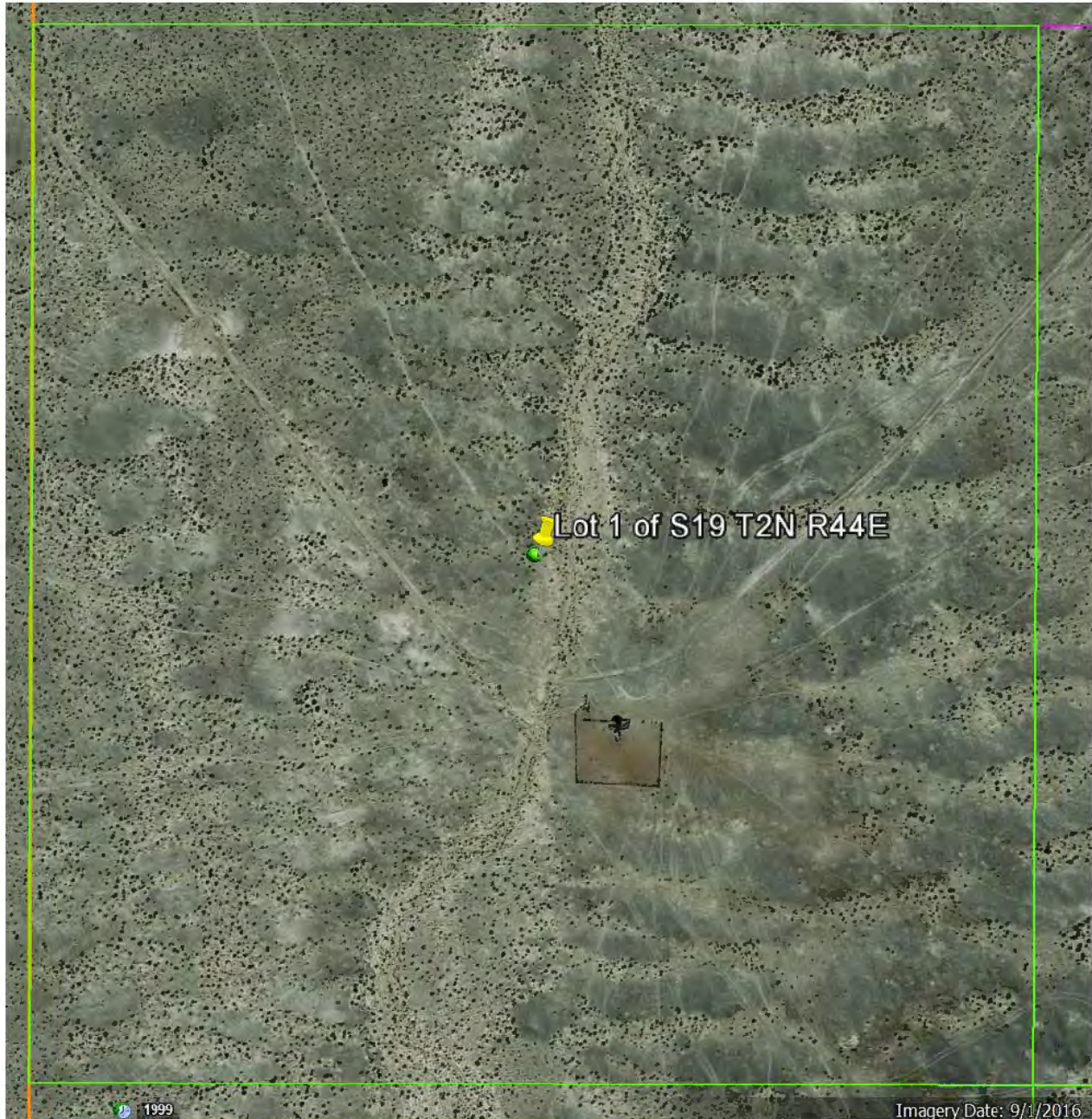
ATTACHMENT #1

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Silver Creek Well	4-0250	590250	T8NR45ES17 SESE	Application pending



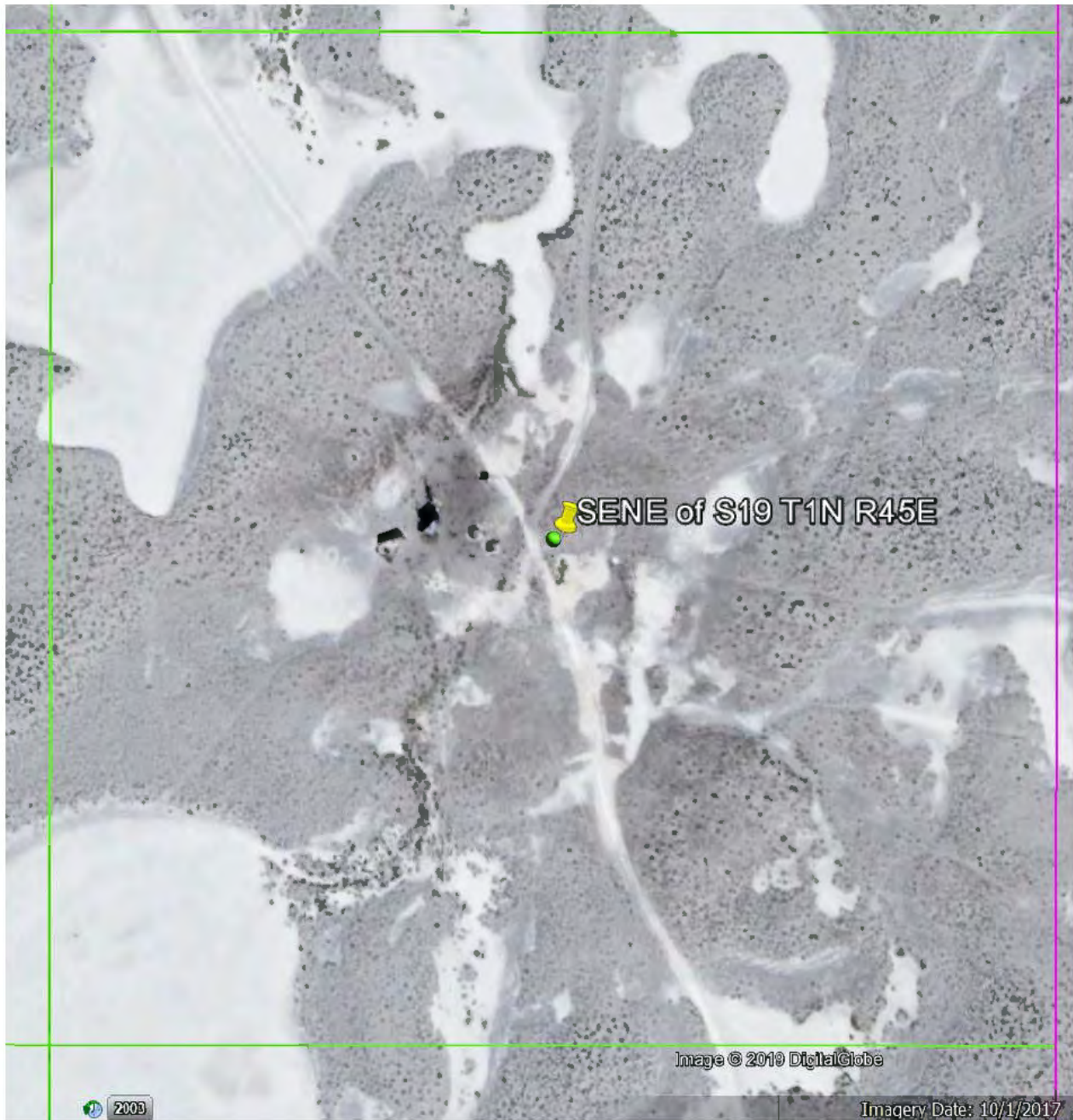
ATTACHMENT #2

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Airport Well	4-4259	594259	T2NR44ES19 Lot 1	Application pending



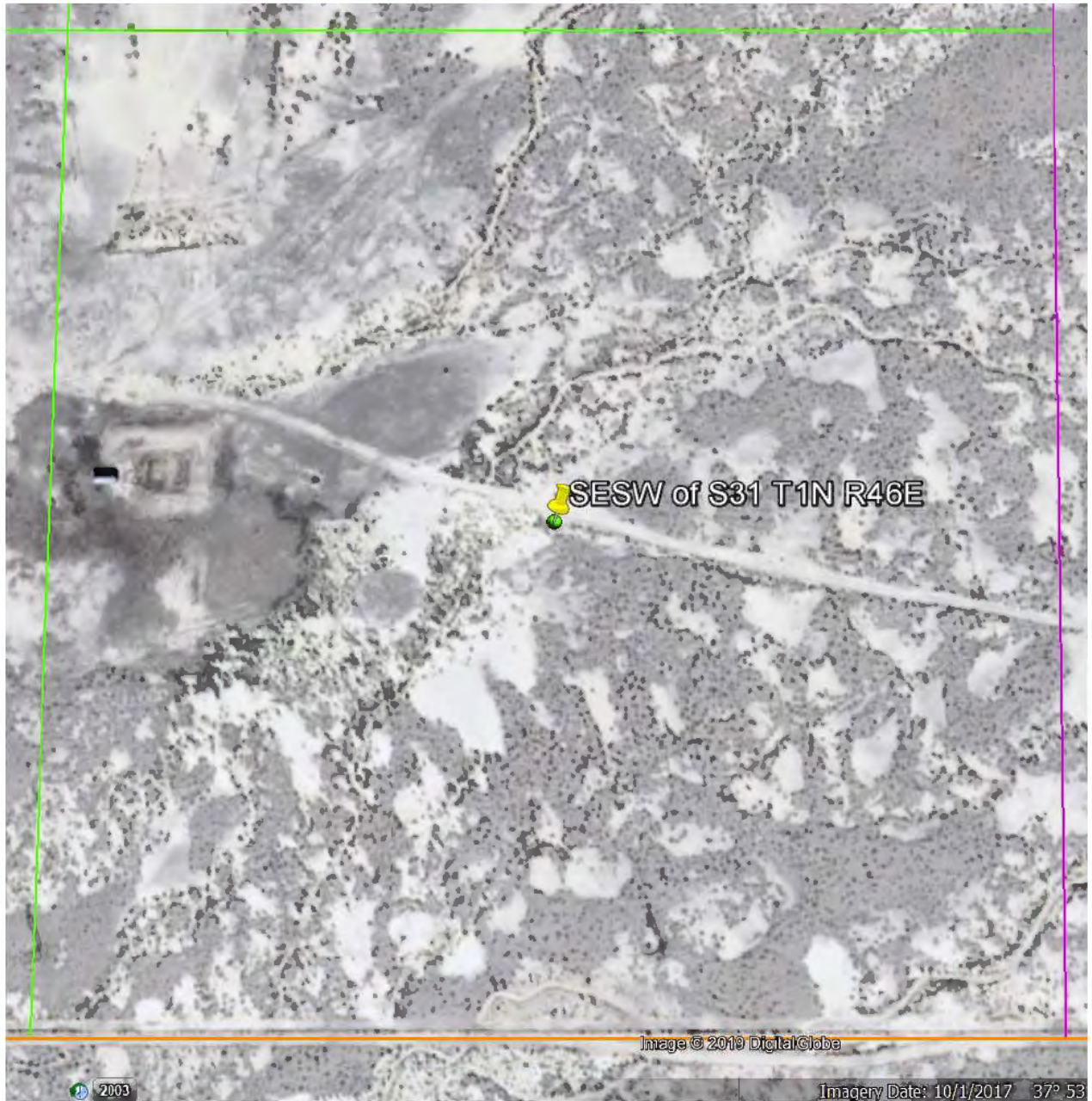
ATTACHMENT #3

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
South Well	4-2049	590029	T1NR45ES19 SENE	Application pending



ATTACHMENT #4

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Two Well	4-0029	590029	T1NR46ES31 SESW	Application pending



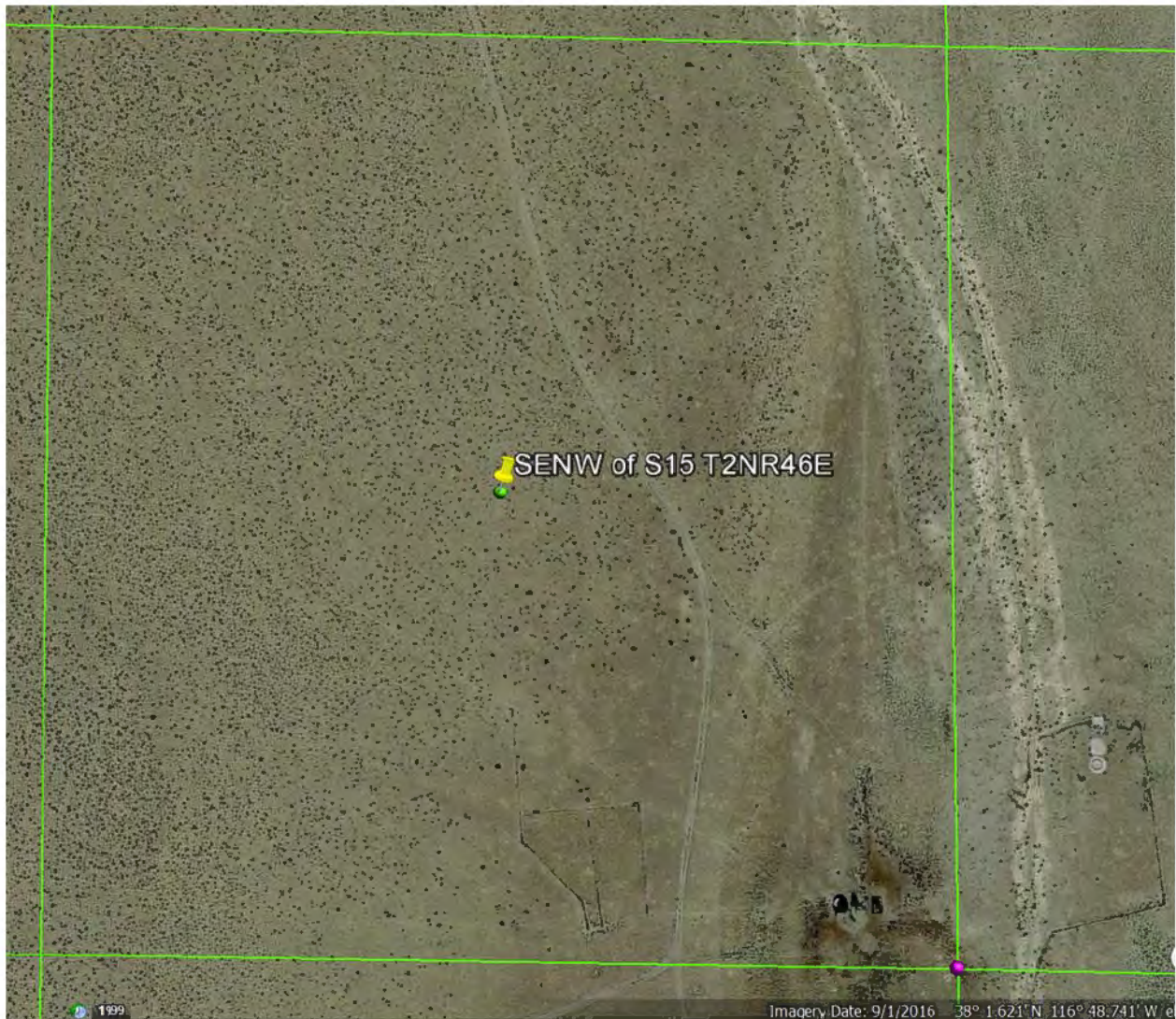
ATTACHMENT #5

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Three Well	4-0031	590031	T1NR46ES9 SWNE	Application pending



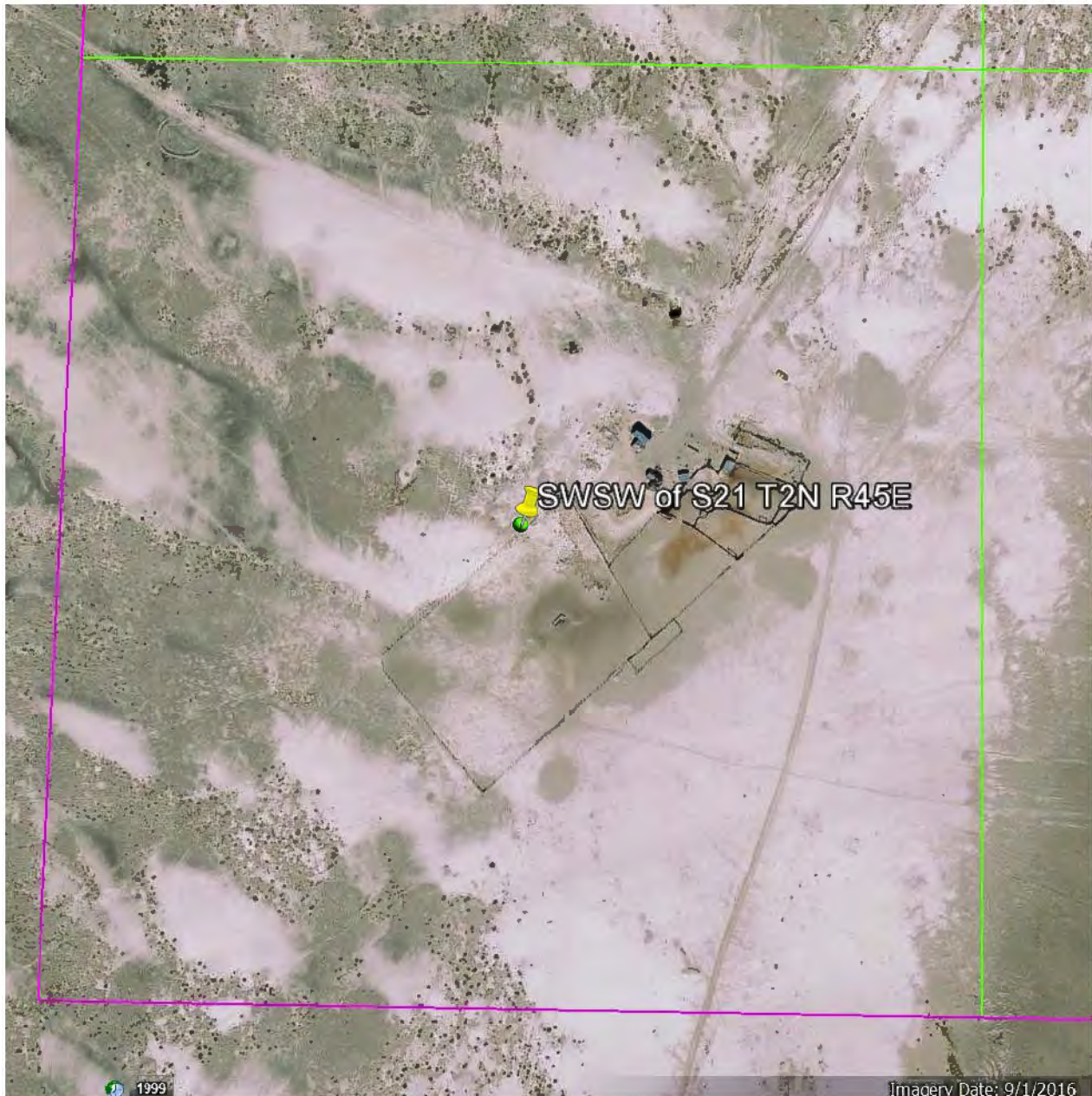
ATTACHMENT #6

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Salisbury Well	4-0587	590587	T2NR46ES15 SE15	Application pending



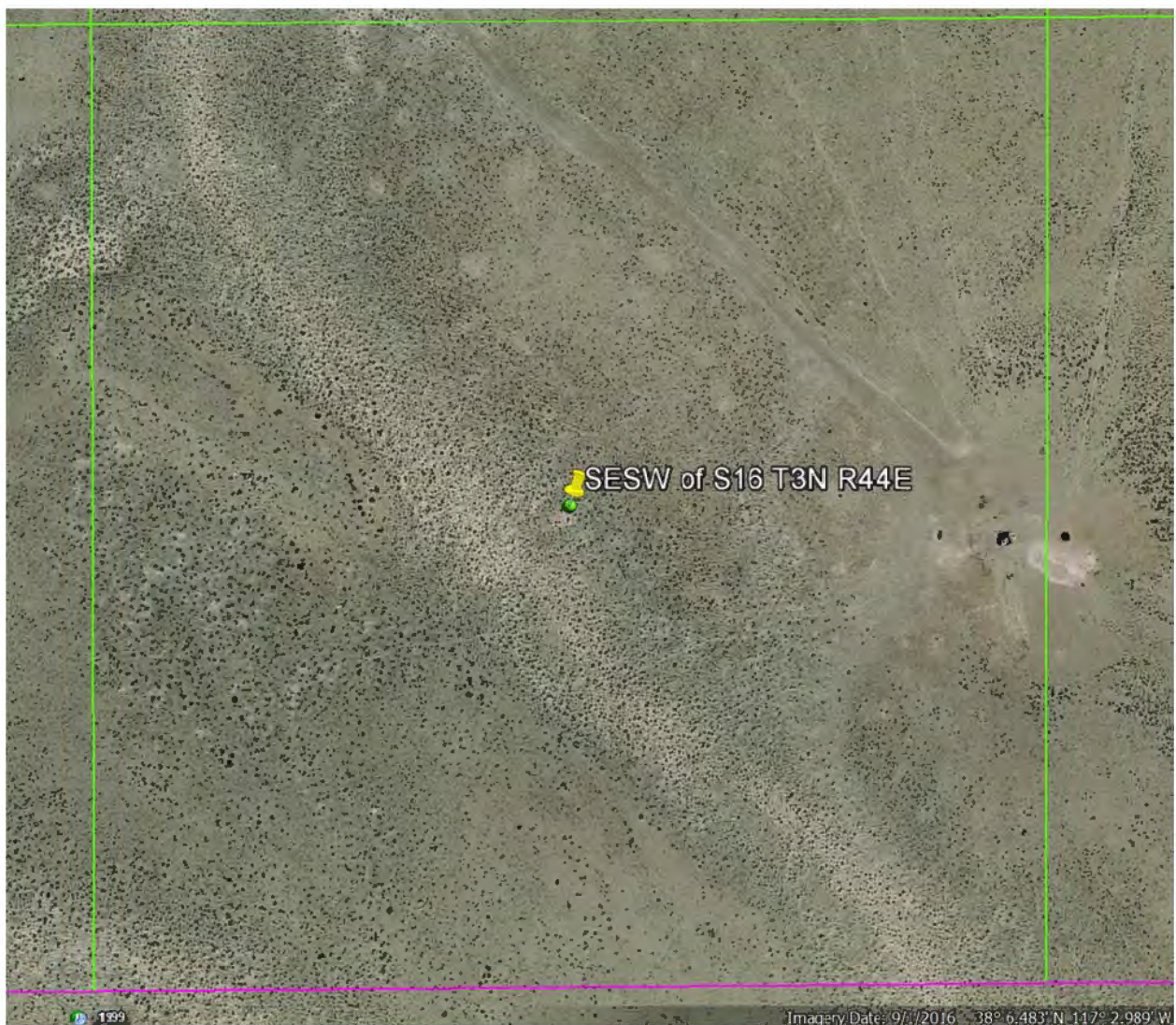
ATTACHMENT #7

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Pine Creek Well	4-0262	590262	T2NR45ES21 SWSW	Application pending



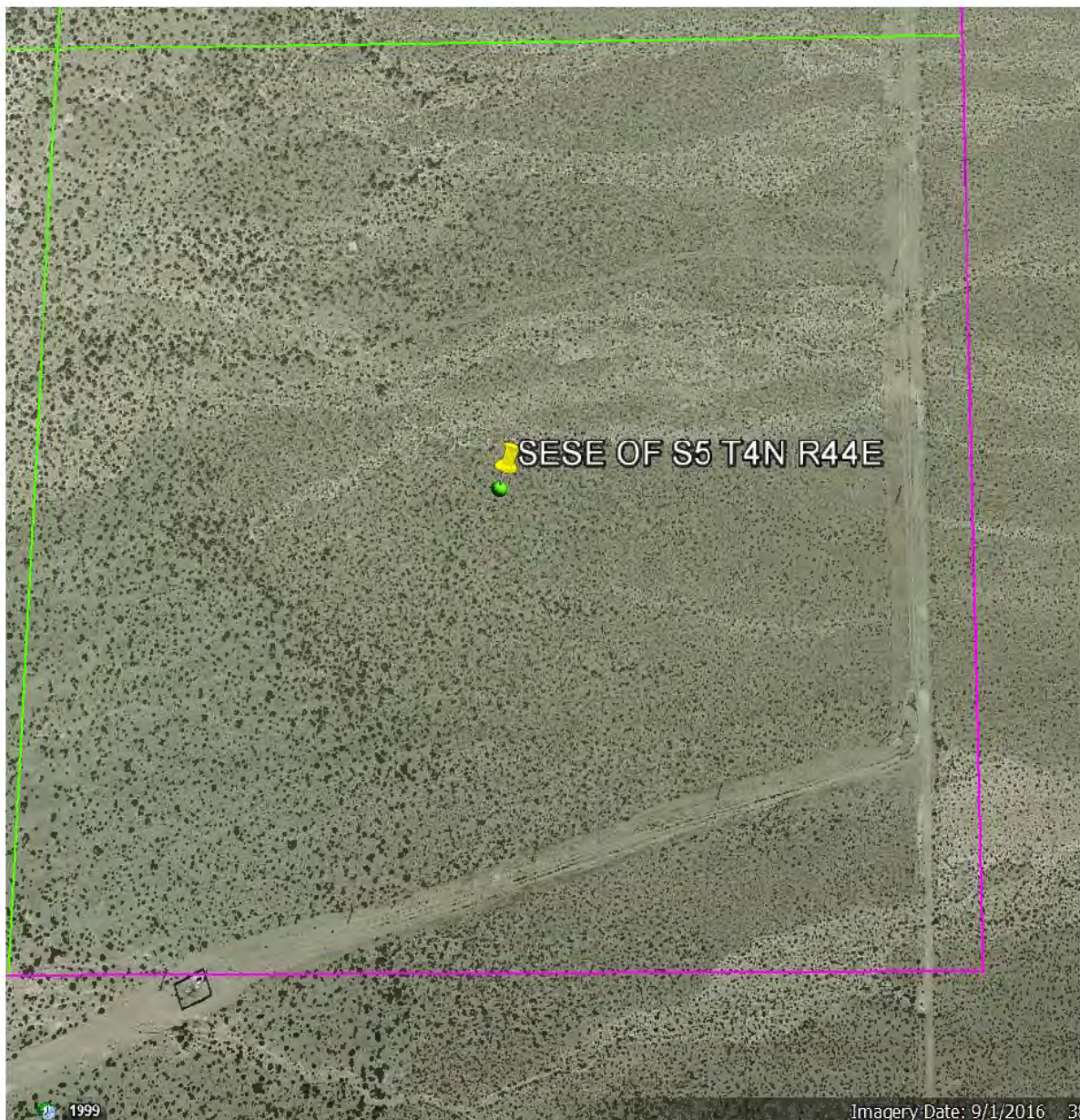
ATTACHMENT #8

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Cornell Well	4-4102	594102	T3NR44ES16 SESW (though actually a portion of this RIP is in the quarter-quarter section immediately to the east)	Application pending



ATTACHMENT #9

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Graham Well	4-0353	590353	T4NR44ES5 SESE (though actually a portion of this RIP is in the quarter-quarter section immediately to the south)	Application pending



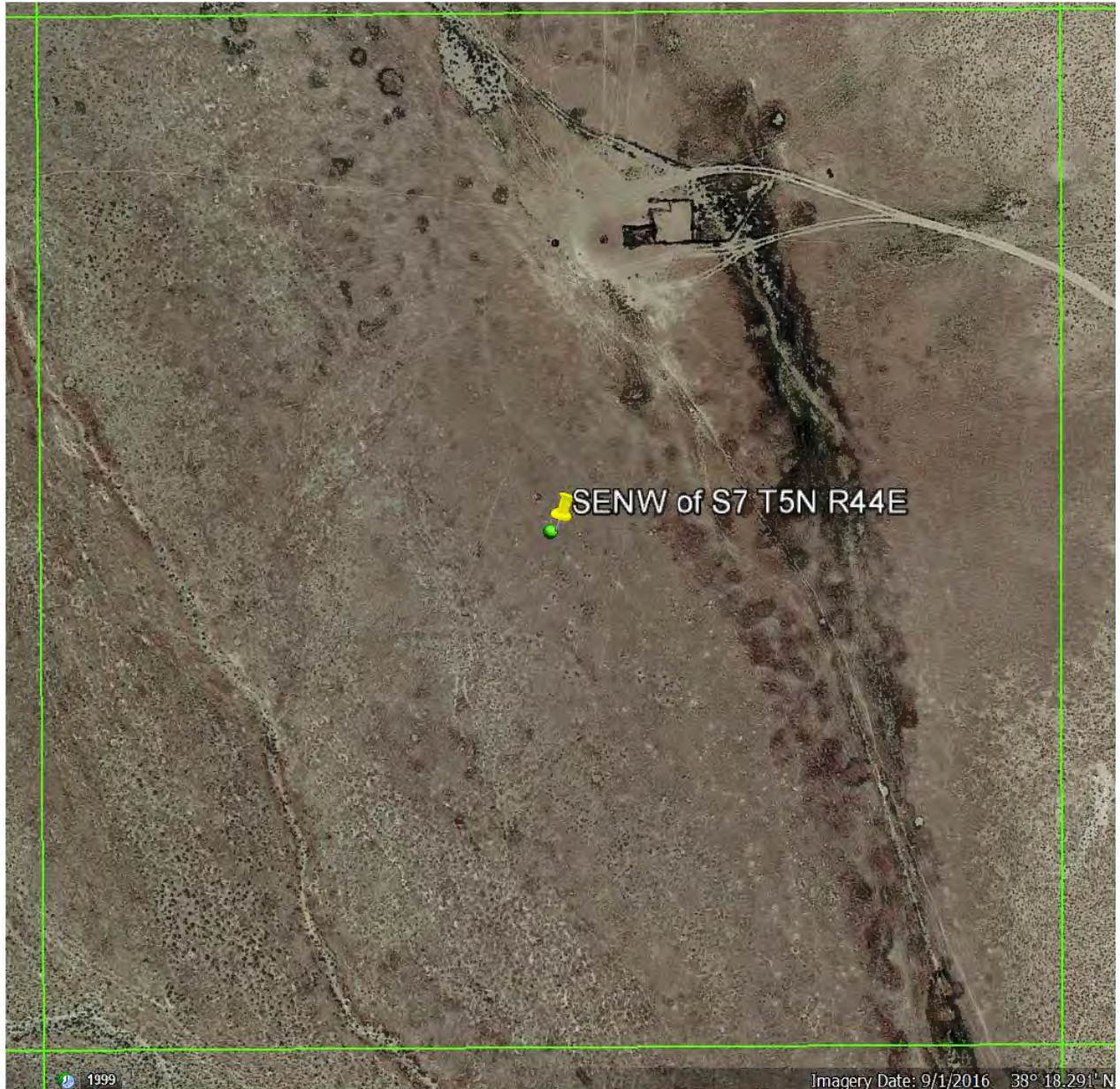
ATTACHMENT #10

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Black Rock Well	R-0422	590383	T4NR43ES16 SESE	Application pending



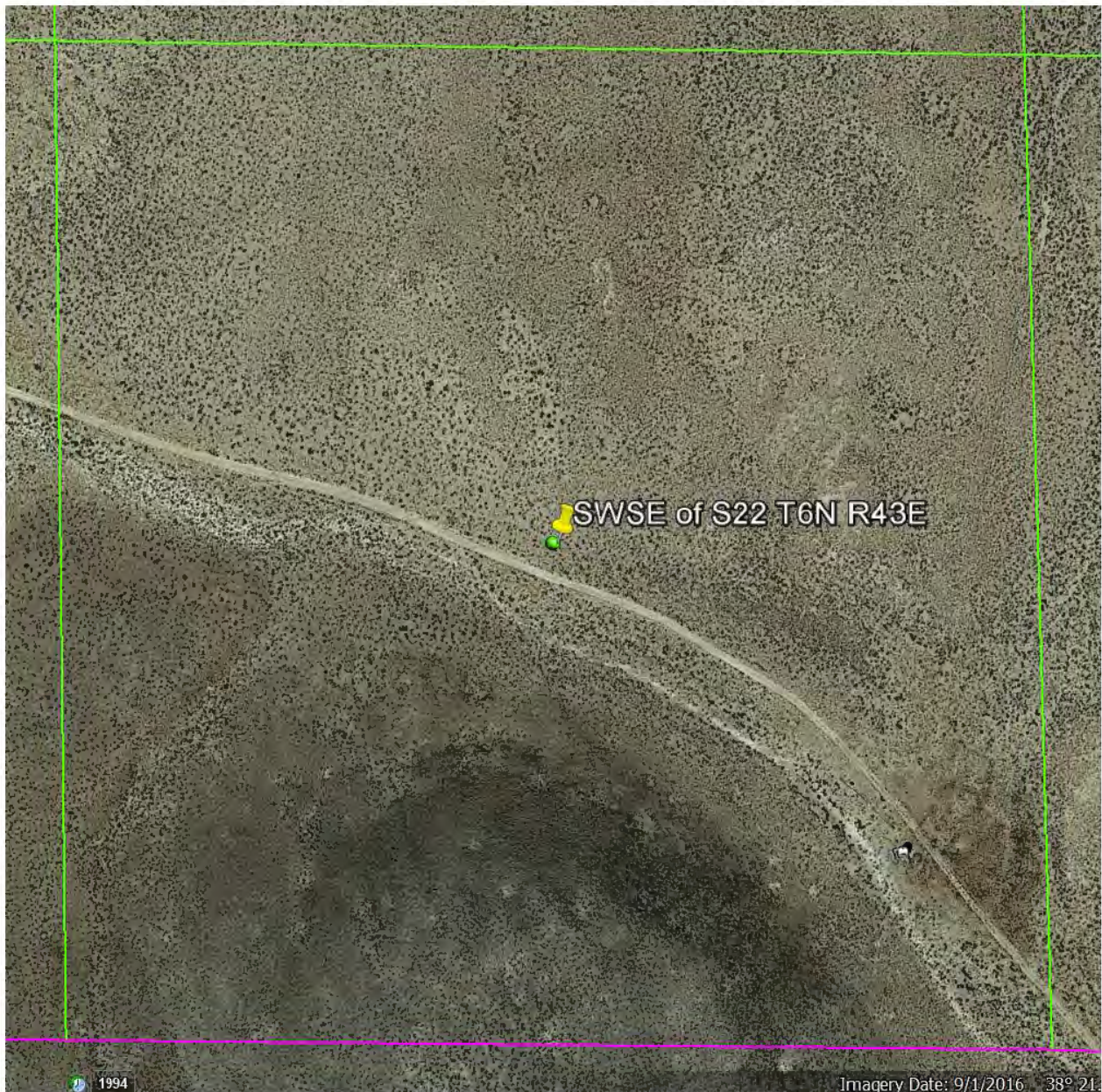
ATTACHMENT #11

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Henry's Well	4-0267	590267	T5NR44ES7 SENW	Application pending



ATTACHMENT #12

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
San Antone Well (aka San Antonio Well)	4-0272	590272	T6NR43ES22 SWSE	Application pending



ATTACHMENT #13

Range Improvement Project Name	Previous ID#	Previous RIP#	Legal Description wherein the Project actually exists.	Water Right Application
Spanish Well	4-0260	590260	T7NR44ES36 NESW	Application pending



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**GRAZING APPLICATION
SUPPLEMENTAL INFORMATION**

FORM APPROVED
OMB NO. 1004-0041
Expires: 12/31/2020

FOR BLM USE ONLY

State: Nevada

Office: LLNVB02000

Auth. Number: _____

Date Filed: _____

INSTRUCTIONS: An applicant for a permit/lease that is based on preference should complete this form and submit to the Bureau of Land Management (BLM) along with completed forms 4130-1a (Grazing Preference Application and Preference Transfer Application) and 4130-1 (Grazing Schedule-Grazing Application). Form 4120-8 (Assignment of Range Improvements) is used to accept assignment of interest and responsibility for maintenance of range improvements used in conjunction with the subject preference. Form 4120-8 can be obtained only from your local BLM Office. **Current permittees or lessees** can use Form 4130-1b to update/supersede previously submitted information. BLM retains original in case record and returns a copy to the permittee/lessee.

APPLICANT NAME:

Colvin & Son, LLC

MAILING ADDRESS:

525 Dammeron Valley Drive West
Dammeron Valley, Utah 84783

1. APPLICANT ADDITIONAL QUALIFICATIONS STATEMENT

Complete when submitting application for a new grazing permit/lease.

This section documents whether you meet requirements, besides owning or controlling base property, to qualify for grazing use on public lands.

a. The applicant is a: (check only **one**)

- i. ☐ United States citizen, (or, has properly filed a valid declaration of intention to become a citizen or a valid petition for naturalization); or,
- ii. ☒ Group or association authorized to conduct business in the State in which the grazing use is sought, all members of which are qualified under "a(i)"; or,
- iii. ☐ A corporation authorized to conduct business in the State in which the grazing use is sought. For group or association, or corporation, indicate the State(s) where it is a registered business entity: _____.

b. Answer the following:

Has the applicant or any affiliate had any Federal grazing permit or lease cancelled for violation of the permit or lease within 36 months immediately preceding the date of this application? (*See 43 CFR 4100.0-5 for definition of "affiliate."*)

☐ Yes ☒ No

Has the applicant or any affiliate had any State grazing permit or lease, for lands within allotments for which a Federal grazing permit or lease is sought, cancelled for violation of the permit or lease within 36 months immediately preceding the date of this application?

☐ Yes ☒ No

Is the applicant or any affiliate barred from holding a Federal grazing permit or lease by a court of competent jurisdiction?

☐ Yes ☒ No

BLM requires that you submit all relevant information we request in order to determine that you meet all qualifications, such as documentation of incorporation or of group / business association, including information regarding business organization and ownership.

See Attachment #1 - Certificate of Organization of Colvin & Son, LLC, a limited liability company in Nevada.

2. OWNERSHIP AND CONTROL OF LIVESTOCK

Complete with application for new permit/lease or to update information regarding an existing permit/lease. If under 43 CFR 4130.7 et seq. a livestock control agreement is required, failure to file it may result in civil and/or criminal regulatory enforcement actions.

a. The livestock to be grazed under the grazing permit /lease requested by this application (or under my existing permit/lease) are or will be owned by (check all that apply):

- ☒ applicant (or permittee/lessee);
☐ other party (except for sons and daughters of applicant or permittee/lessee). *If checked, you must complete part 2(b).*
☐ sons and/or daughters of applicant (or of permittee/lessee); *(If checked , please answer the next two questions.)*

i. Are the sons/daughters participating in educational or youth programs related to animal husbandry, agribusiness or rangeland management, or are they actively involved in the family ranching operation and are establishing a livestock herd with the intent of assuming part or all of the family ranching operation?

[] Yes [] No

ii. Will the livestock owned by the sons/daughters comprise 50 percent or less of the total number of livestock authorized to occupy public lands under the permit/lease requested by this application (or under your existing permit/lease)?

[] Yes [] No

If you answered no to either or both of the immediately preceding questions, you must complete part 2(b).

b. Based on the information you provided in part 2(a), you are required to file with BLM the agreement that gives you (the applicant or permittee/lessee) control of the livestock that you do not own that will graze under your permit or lease. This agreement must list the kind and number of livestock subject to the agreement, state who owns them, contain the terms for their care and management, specify the duration of the agreement and be signed by the parties to the agreement. BLM must approve the agreement prior to any grazing use. You must also file with BLM the brands and other identifying marks of the livestock subject to the agreement. (See 43 CFR 4130.7 (d), (e) and (f).)

This agreement is (check one): [] attached [] is not attached but will be submitted to BLM by (date): _____.

c. The **brands and/or other identifying marks** of the livestock that will be grazed under the permit or lease requested by this application (or the existing permit or lease) are described as follows:

STATE(S) WHERE BRAND(S) IS REGISTERED: Nevada

BRAND NAME: Double Quatercircles

BRAND IS REGISTERED TO (Name): Colvin & Son, LLC

IN THE SPACE BELOW, SKETCH BRAND(S), LOCATION, EARMARKS, AND ANY OTHER IDENTIFYING MARKINGS (e.g. DEWLAP / WATTLE):

See Attachment #2 - Livestock Brand Recording with the Nevada Department of Agriculture, Division of Livestock Identification.

3. OWNERSHIP OR CONTROL OF UNFENCED PRIVATE LAND LOCATED WITHIN BLM ALLOTMENTS

Complete with application for new permit/lease or to update information regarding an existing permit/lease. This information helps BLM account for forage produced on controlled private lands when processing a grazing fee bill.

Does the applicant (or permittee/lessee) own or control (e.g. lease) unfenced private land within BLM allotments that is or will be used in conjunction with the permit or lease requested by this application?

☐ Yes ☒ No (If yes, provide the information below. If necessary, attach additional sheets. NOTE: Use Section 5 of this form to report other Federal, or State or local government grazing permits and leases).

If Yes, may BLM enter this land to estimate its livestock grazing capacity and for other lawful purposes?

☐ Yes ☐ No **LAND IS LEASED AND APPLICANT HAS NO AUTHORITY TO GRANT ENTRY PERMISSION** ☐ No
(NOTE: If BLM cannot verify this land's livestock grazing capacity, BLM will not take into account any forage for livestock that occurs on it when calculating the number of livestock BLM authorizes to graze under the permit or lease.)

PROPERTY NAME	NUMBER OF ACRES		LEGAL DESCRIPTION OF OWNED/ CONTROLLED PROPERTY					LAND IS IN THIS BLM ALLOTMENT NAME and NUMBER
	OWNED	LEASED	TNSHP.	RGE.	SEC.	SUBDIVISION.	MERIDIAN	

4. OTHER BLM GRAZING PERMITS or LEASES

See Attachment #3 - BLM Grazing Permit.

Complete with application for new permit/lease or to update information regarding an existing permit/lease.

Does the applicant (or permittee/lessee) have a BLM grazing permit or lease issued by another BLM district or field office?

☒ Yes (If yes, provide the information below. If necessary, attach additional sheets). ☐ No

DISTRICT OR FIELD OFFICE NAME	ALLOTMENT NAME AND NUMBER	FORAGE AMOUNT AUTHORIZED (AUM's)
Tonopah Field Office	Stone Cabin #00082	11,973 Active Use AUMs
Tonopah Field Office	Wagon Johnnie #00079	1,219 Active Use AUMs

5. OTHER FEDERAL, STATE AND LOCAL AGENCY GRAZING AUTHORIZATIONS

Complete with application for new permit/lease or to update information regarding an existing permit/lease.

See Attachment #4 - USFS Grazing Permit.

Does the applicant (or permittee/lessee) have a grazing permit, lease or other authorization to graze on land administered by a state or county agency, or another federal agency?

☒ Yes (If yes, provide the information below. If necessary, attach additional sheets.) ☐ No

AGENCY NAME	GRAZING AREA or ALLOTMENT NAME	LIVESTOCK NUMBER / KIND	PERIOD OF USE		FORAGE AMOUNT (AUM's)
			BEGIN DATE	END DATE	
USFS, Toiyabe N.F.	Little Fish Lake	103	06/21/2019	10/20/2019	417 AUMs
USFS, Toiyabe N.F.	Wagon Johnnie	528	05/16/2019	11/15/2019	3,194 AUMs
See also Attachment #4.					

6. DESIGNATION OF AUTHORIZED REPRESENTATIVE

Optional: For applicant (or permittee/lessee) to designate a representative of their choosing to conduct business with BLM. If designating an authorized representative, submit with application for new permit/lease or to update information regarding an existing permit/lease.

BLM is herein advised that until further written notice, the undersigned applicant or permittee/lessee has authorized the following person to conduct business and otherwise represent the applicant or permittee/lessee in all matters relating to grazing use on public lands within the jurisdiction of the Tonopah Field Office BLM Office.

AUTHORIZED REPRESENTATIVE INFORMATION:

Heath Miller, Manager

Printed Name and Title (as applicable)


Authorized Representative Signature

Correspondence Mailing Address:
525 Dammeron Valley Drive West
Dammeron Valley, Utah 84783

Email Address:
desertelectric50@gmail.com

Telephone Number(s) [e.g. Day, Night, Mobile]:

435-619-0485

[Upon the designation of a representative and the issuance of a grazing permit or lease, grazing fee billings, official correspondence and other documents such as grazing decisions or other notices will be sent to the authorized representative acting on behalf of the permittee or lessee. An authorized representative may not apply to transfer grazing preference on a permittee/lessee's behalf. An applicant or a permittee / lessee may change or cancel this designation at any time by submitting the change in writing to the BLM.]

7. APPLICANT (or PERMITTEE/LESSEE) SIGNATURE AND DATE

I will promptly notify BLM in writing of any changed circumstances that affect the accuracy or completeness of the information recorded on this form.


SIGNATURE (Applicant or Permittee/Lessee)

Heath Miller

PRINTED NAME

6/25/2019
DATE

Manager

ORGANIZATIONAL TITLE (If applicant or Permittee/Lessee is a Corporation or Group)

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

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with information requested by this form.

AUTHORITY: 43 U.S.C. 315, 316, and 1181d; 43 CFR 4100.

PRINCIPAL PURPOSE: The information is used to adjudicate applicant's preference for public land or resources.

ROUTINE USES: In accordance with the Bureau of Land Management's (BLM) System of Records Notice published in the Federal Register on December 29, 2010 [Bureau of Land Management's Range Management System—Interior, LLM-2; Notice To Amend an Existing System of Records; Privacy Act of 1974; as Amended], names and addresses provided by the applicant on this form will be publically available in reports on the BLM public website.

EFFECT OF NOT PROVIDING INFORMATION: Submission of the requested information is necessary to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or the rejection and/or denial of your application.

The Paperwork Reduction Act requires us to inform you that BLM collects this information to establish preference for grazing use on public lands. You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0041), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.

Attachment #1 - 8 pages

COLVIN & SON, LLC.**Business Entity Information**

Status:	Active	File Date:	8/18/2000
Type:	Domestic Limited-Liability Company	Entity Number:	LLC7980-2000
Qualifying State:	NV	List of Officers Due:	8/31/2019
Managed By:	Managing Members	Expiration Date:	8/18/2500
NV Business ID:	NV20001080972	Business License Exp:	8/31/2019

Additional Information

Central Index Key:	
--------------------	--

Registered Agent Information

Name:	LEGALINC CORPORATE SERVICES INC.	Address 1:	1810 E SAHARA AVE STE 215
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

— Officers☐ Include Inactive Officers**Managing Member - 17 BAR CATTLE COMPANY, LLC**

Address 1:	525 DAMMERON VALLEY DRIVE WEST	Address 2:	
City:	DAMMERON VALLEY	State:	UT
Zip Code:	84783	Country:	
Status:	Active	Email:	

— Actions\Amendments

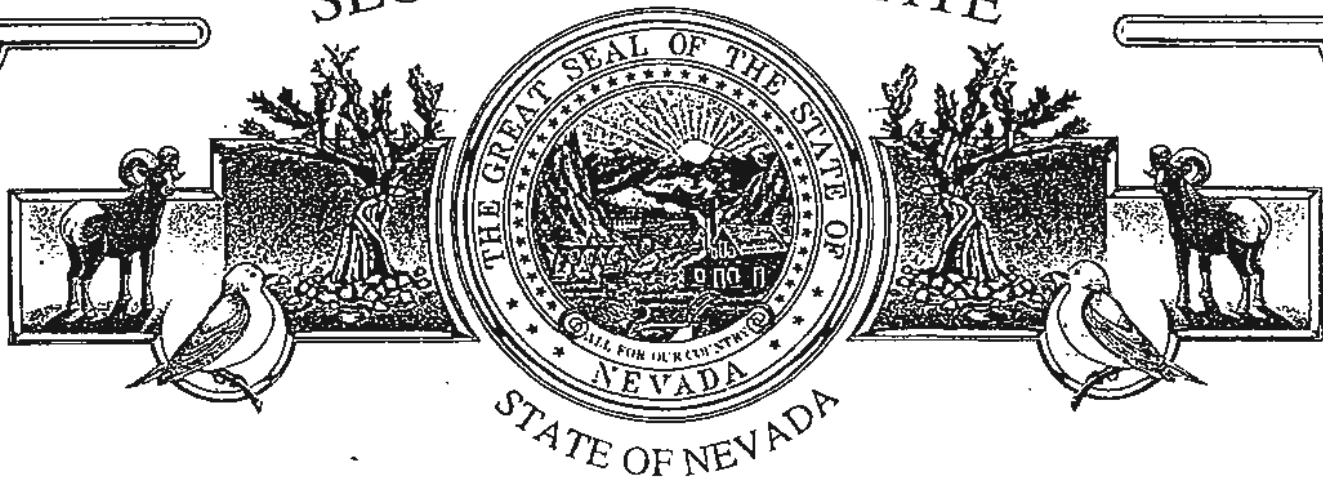
Action Type:	Articles of Organization		
Document Number:	LLC7980-2000-001	# of Pages:	4

File Date:	8/18/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC7980-2000-002	# of Pages:	2
File Date:	11/30/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC7980-2000-003	# of Pages:	1
File Date:	11/7/2002	Effective Date:	
(No notes for this action)			
Action Type:	Acceptance of Registered Agent		
Document Number:	20060315318-49	# of Pages:	1
File Date:	5/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Reinstatement		
Document Number:	20060315319-50	# of Pages:	1
File Date:	5/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060377024-91	# of Pages:	1
File Date:	6/12/2006	Effective Date:	
06-07			
Action Type:	Annual List		
Document Number:	20070592993-96	# of Pages:	1
File Date:	8/28/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080516596-02	# of Pages:	1
File Date:	7/31/2008	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20080620866-88	# of Pages:	1
File Date:	9/17/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090622268-07	# of Pages:	1
File Date:	8/17/2009	Effective Date:	
2009-2010			
Action Type:	Annual List		
Document Number:	20100654238-41	# of Pages:	1

File Date:	8/27/2010	Effective Date:	
10/11			
Action Type:	Registered Agent Address Change		
Document Number:	20100654239-52	# of Pages:	1
File Date:	8/27/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110593109-01	# of Pages:	1
File Date:	8/11/2011	Effective Date:	
11-12			
Action Type:	Annual List		
Document Number:	20120427324-27	# of Pages:	1
File Date:	6/19/2012	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	20130401055-41	# of Pages:	1
File Date:	6/17/2013	Effective Date:	6/17/2013
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20130401056-52	# of Pages:	1
File Date:	6/17/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130418991-28	# of Pages:	1
File Date:	6/25/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140513827-73	# of Pages:	1
File Date:	7/17/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150357945-01	# of Pages:	1
File Date:	8/10/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160346047-23	# of Pages:	1
File Date:	8/3/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20170338896-47	# of Pages:	1

File Date:	8/8/2017	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20180297271-39	# of Pages:	1
File Date:	7/2/2018	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20180351872-67	# of Pages:	1
File Date:	8/8/2018	Effective Date:	
(No notes for this action)			

SECRETARY OF STATE



LIMITED-LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that COLVIN & SON, LLC. did on August 18, 2000, file in this office the Articles of Organization for a Limited-Liability Company, that said Articles are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain the provisions required by the laws governing Limited-Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office in Carson City, Nevada, on August 18, 2000.

Secretary of State



By

Certification Clerk

FILED # LLC 7980-00

AUG 1 8 2000

IN THE OFFICE OF
Dean Hill
DEAN HILL SECRETARY OF STATE

ARTICLES OF ORGANIZATION
OF
COLVIN & SON, LLC.
(a Nevada Limited Liability Company)

The undersigned, pursuant to the Nevada Revised Statutes governing Limited-Liability Companies, hereby adopt the following Articles of Organization for a Nevada Limited-Liability Company:

ARTICLE 1

NAME

The name of the Nevada Limited-Liability Company is:
COLVIN & SON, LLC.

ARTICLE 2

REGISTERED OFFICE; RESIDENT AGENT; LOCATION OF RECORDS

The initial registered office of the Company is at 6140 Plumas St., Reno, NV 89509 and the resident agent for the Company is Kafoury, Armstrong & Co. a Nevada Professional Corporation, Certified Public Accountants, 6140 Plumas St., Reno, NV. The required records of the Company are located at Kafoury, Armstrong & Co., 6140 Plumas St., Reno, NV.

ARTICLE 3

DISSOLUTION DATE

The period of duration of this Company shall be perpetual unless and until dissolved by any member or members. Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in this Company, the remaining Members or Member may unanimously agree to continue the business of this Company.

ARTICLE 4

MANAGEMENT OF COMPANY

The Company is managed by its member(s): The Company's sole initial member at this time is:

TOM COLVIN JR.
P.O. Box 1047
Tonopah, NV 89049

ARTICLE 5

PURPOSES and POWERS

The Company is organized for all legal and lawful purposes with all powers and rights to carry on and conduct any and all lawful businesses for which a limited-liability company may be organized pursuant to the laws of the State of Nevada.

ARTICLE 6

TRANSFER or ASSIGNMENT of MEMBER'S INTEREST

As permitted by N.R.S. 86.351, in the event there is only one member of this limited liability company at the time of any transfer or assignment of that member's interest, then such sole member may transfer or assign all or any part of such interest in the Company to a third party or parties by the terms and conditions of such transfer or assignment, which third party or parties, as the new substituted member(s), may continue the business of the Company without interruption.

ARTICLE 7

INDEMNITY

Every person who was or is a party, or is threatened to be made party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a Manager or Member of this Company, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada from time to time against all expenses, liability and loss (including attorney fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of the indemnification shall not be exclusive of any other right which such managers, Members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of Members, provision of law, or otherwise, as well as their rights under this Article.

Expenses Advanced. Expenses of managers and Members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or Members acting as a manager or Member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or Member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

Operating Agreement; Insurance. Without limiting the application of the foregoing, the Members may adopt a provision in the Operating Agreement or otherwise from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause this Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or Member of this Company as a Member or manager of another limited-liability company, or as its representative in a corporation, partnership, joint venture, trust, or trustee thereof, or other enterprise, against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Nevada, whether or not this Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Article

shall continue for a person who has ceased to be a Member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators, successor trustee(s) of such a person or his Trust.

IN WITNESS WHEREOF, I, Tom Colvin Jr., a.k.a. Tommy Colvin, Jr., a.k.a., Tommy L. Colvin Jr., the initial member and organizer, has executed these Articles of Organization this 28 day of July, 2000.

Tom Colvin Jr.
TOM COLVIN JR.
P.O. Box 1047
Tonopah, NV 89049

STATE OF Oregon)
COUNTY OF Umatilla)SS

On July 28, 2000, personally appeared before me, a Notary Public, TOM COLVIN JR., (personally known or proven to be) the person who acknowledged that he executed the above instrument.



Susan M. Doesch
NOTARY PUBLIC

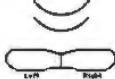
Attachment #2 - 2 pages



NEVADA DEPARTMENT OF AGRICULTURE
DIVISION OF LIVESTOCK IDENTIFICATION
4780 E. IDAHO STREET, ELKO, NEVADA 89801
Phone: 775-738-8076 / Fax: 775-738-2639

Livestock Brand Recording

Brand: Type: Contact: Recorded: -
County: Re-Recorded: - Filter: Search
Transferred: - Export

1 2 3 4 5					Page size: 50	236 items in 5 pages	
ID	Brand	Brand Name	Locations	Contact	Expires		
<u>16133</u>		DOUBLE QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE /	Cattle: LH Horses: LT	Travis & Cortney Gaved Jackpot, NV	12/31/2019		
<u>T-6021</u>		DOUBLE QUARTERCIRCLES TWO QUARTERCIRCLES QUARTERCIRCLE / QUARTERCIRCLE /	Cattle: LR Horses: LSH	Colvin & Son, LLC Tonopah, NV	12/31/2019		
<u>T-3476</u>		INTERLOCK DOUBLE QTRCIR OVER BAR INTERLOCKING QUARTERCIRCLES BAR QUARTERCIRCLE / QUARTERCIRCLE / BAR	Cattle: LH Horses: LT	Jack H & Irene B Walther Lamoille, NV	12/31/2015		
<u>T-16299</u>		INTERLOCKING DOUBLE QUARTERCIRCLE OVER BAR QUARTERCIRCLE / QUARTERCIRCLE / BAR	Cattle: LH Horses: LT	Mark or Kim Hooper Elko, NV	12/31/2019		
<u>14735</u>		BAR OVER INTERLOCKING DOUBLE QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE / BAR	Cattle: RH Horses: RT	Russell & Victoria Turner Grand View, ID	12/31/2019		
<u>14979</u>		INTERLOCKING DOUBLE QUARTERCIRCLES QUARTERCIRCLE / QUARTERCIRCLE / INTERLOCKING	Cattle: LR Horses: LSH	Johnson Livestock Inc Denio, NV	12/31/2019		
<u>T-4892</u>		INTERLOCKING DOUBLE QUARTERCIRCLES INTERLOCKING QUARTERCIRCLES QUARTERCIRCLE / QUARTERCIRCLE / INTERLOCKING	Cattle: LH Horses: LT	Karl U & Pat Bedke Oakley, ID	12/31/2019		
<u>T-3251</u>		QTRCIR OVER DOUBLE STNDG QTRCIR QUARTERCIRCLE DOUBLE STANDING QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE / QUARTERCIRCLE	Cattle: LH Horses: LT	Joseph W Peacock Lund, NV	12/31/2011		
<u>T-15416</u>		QUARTERCIRCLE OVER DOUBLE STANDING QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE / QUARTERCIRCLE	Cattle: LH Horses: LT	Russel W Peacock Ely, NV	12/31/2019		
<u>14695</u>		SHINING DOUBLE STANDING QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE / SHINING STAND	Cattle: RH; LR Horses: RSH	Ernie A Angeles Yerington, NV	12/31/2019		
<u>12184</u>		DOUBLE STANDING QUARTERCIRCLE STANDING DOUBLE QUARTERCIRCLES QUARTERCIRCLE / QUARTERCIRCLE / STANDING	Cattle: RH; RR Horses: RT; RST	McMullen Ranch Spring Creek, NV	12/31/2015		
<u>T-16267</u>		DOUBLE STANDING QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE / STANDING	Cattle: RH Horses: LSH	James F Sloan & Kathleen Pasquale Sloan Fallon, NV	12/31/2019		
<u>T-16922</u>		DOUBLE STANDING QUARTERCIRCLE QUARTERCIRCLE / QUARTERCIRCLE / STANDING	Cattle: RH; RR Horses: RT; RST	McMullen or Scott Spring Creek, NV	12/31/2019		



NEVADA DEPARTMENT OF AGRICULTURE
DIVISION OF LIVESTOCK IDENTIFICATION
4780 E. IDAHO STREET, ELKO, NEVADA 89801
Phone: 775-738-8076 / Fax: 775-738-2639

[<-- Return to Search](#)

Brand Info

Brand Type: **Transfer Brand**

Brand ID: **T-6021**

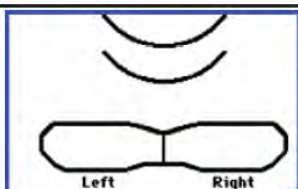
Brand Name: **DOUBLE QUARTERCIRCLES**

[Go Back](#)

Brand Info

Contacts

Brand Type: Transfer Brand ▼	Brand ID: T-6021	Brand Name: DOUBLE QUARTERCIRCLES	☐ Inactive
---------------------------------	---------------------	--------------------------------------	-----------------------------------



Other Marks:

BELL WATTLE

Counties

- | | |
|---|-------------------------------------|
| ☐ Carson City | ☐ Churchill |
| ☐ Clark | ☐ Douglas |
| ☐ Elko | ☐ Esmeralda |
| ☐ Eureka | ☐ Humboldt |
| ☐ Lander | ☐ Lincoln |
| ☐ Lyon | ☐ Mineral |
| ☒ Nye | ☐ Pershing |
| ☒ STATEWIDE | ☐ Storey |
| ☐ Washoe | ☐ White Pine |

Brand Locations

L	Cattle	R
☐	Hip	☐
☒	Ribs	☐
☐	Shoulder	☐

L	Horses	R
☐	Buttock	☐
☐	Jaw	☐
☐	Neck	☐
☒	Shoulder	☐
☐	Stifle	☐
☐	Thigh	☐

Recording History

Recorded: 6/21/1966

Expires: 12/31/2019

Form 4130-2a
(February 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT

STATE NV
OFFICE LLNVB02000
AUTH NUMBER 2706100
PREFERENCE CODE 03
DATE PRINTED 07/17/2016
TERM 03/01/2011 TO 02/28/2021

BUREAU OF LAND MANAGEMENT
TONOPAH FO
PO BOX 911
TONOPAH NV 89049-0911

COLVIN & SON LLC
C/O HEATH MILLER
C/O HEATH MILLER
525 DAMMERON DRIVE WEST
DAMMERON VALLEY NV 89473

THIS GRAZING PERMIT IS OFFERED TO YOU UNDER 43 CFR PART 4100 BASED ON YOUR RECOGNIZED QUALIFICATIONS. YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS, UNDER THE JURISDICTION OF THE BUREAU OF LAND MANAGEMENT AND COVERED BY THIS GRAZING PERMIT, UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS GRAZING PERMIT AND PAYMENT OF GRAZING FEES WHEN DUE. CONTACT YOUR LOCAL BLM OFFICE AT 775-482-7800 IF YOU HAVE QUESTIONS.

MANDATORY TERMS AND CONDITIONS

<u>ALLOTMENT</u>	<u>PASTURE</u>	<u>LIVESTOCK</u>		<u>GRAZING PERIOD</u>		<u>% PL</u>	<u>TYPE USE</u>	<u>AUMS</u>
		<u>NUMBER</u>	<u>KIND</u>	<u>BEGIN</u>	<u>END</u>			
00082	STONE CABIN	2067	CATTLE	03/01	05/15	100	ACTIVE	5165
		20	CATTLE	05/16	11/15	100	ACTIVE	121
		1500	CATTLE	10/16	02/28	100	ACTIVE	6707
00079	WAGON JOHNNIE	201	CATTLE	05/16	11/15	100	ACTIVE	1216

OTHER TERMS AND CONDITIONS:

TERMS AND CONDITION IN THE ADMINISTRATION OF THE STONE CABIN & WAGON JOHNNIE ALLOTMENTS

"IN ACCORDANCE WITH PUBLIC LAW 111-322, AN EXTENSION OF PUBLIC LAW 111-242 CONTINUING APPROPRIATIONS ACT, 2011, THIS PERMIT OR LEASE IS ISSUED UNDER THE AUTHORITY OF SECTION 416, PUBLIC LAW 111-88 AND

CONTAINS THE SAME MANDATORY TERMS AND CONDITIONS AS THE EXPIRED OR TRANSFERRED PERMIT OR LEASE. THIS PERMIT OR LEASE MAY BE CANCELED, SUSPENDED, OR MODIFIED, IN WHOLE OR IN PART TO MEET THE REQUIREMENTS OF APPLICABLE LAWS AND REGULATIONS."

AUTHORIZED UNDER THE GRAZING PERMIT OR LEASE, IN WHOLE OR PART, OR CANCEL A GRAZING PERMIT OR LEASE...' AS STATED IN 43 CFR 4170.1-1(A) PURSUANT 43 CODE OF FEDERAL REGULATIONS(CFR)10.4(G) THE HOLDER OF THIS

AUTHORIZATION MUST NOTIFY THE AUTHORIZED OFFICER, BY TELEPHONE, WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF NATIVE AMERICAN HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS

OF CULTURAL PATRIMONY (AS DEFINED AT 43 CODE OF FEDERAL REGULATIONS 10.2). FURTHER PURSUANT TO 43 CFR 10.4 (C) AND (D), THE HOLDER MUST STOP ACTIVITIES IN THE VICINITY OF THE DISCOVERY AND PROTECT IT FOR

30 DAYS OF UNTIL NOTIFIED TO PROCEED BY THE AUTHORIZED OFFICER. THE HOLDER IS RESPONSIBLE FOR THE COST OF CONSULTATION, EVALUATION AND MITIGATION. ANY DECISION ON TREATMENT AND/OR MITIGATION WILL BE MADE BY THE AUTHORIZED OFFICER AFTER CONSULTING WITH THE HOLDER.

SALT BLOCKS WILL BE PLACED MORE THAN ONE MILE FROM WATER DEVELOPMENTS

THE TERMS AND CONDITIONS OF THIS PERMIT OR LEASE WILL BE CONSISTENT WITH THE STANDARDS AND GUIDELINES APPROVED FEBRUARY 12, 1997 FOR THE MOJAVE-SOUTHERN GREAT BASIN RESOURCE ADVISORY COUNCIL.

BIRD LADDERS ARE REQUIRED ON ALL WATER IN DEVELOPMENTS IN CONFORMANCE WITH THE MIGRATORY BIRD TREATY ACT OF 1918.

GRAZING WITHIN THE WAGON JOHNNIE ALLOTMENT WILL BE IN ACCORDANCE WITH THE STEWARDSHIP AMP AND CONSENT DECISION DATED MAY 11, 1992. GRAZING IN THE STONE CABIN ALLOTMENT WILL BE IN ACCORDANCE WITH THE CONSENT DECISION DATED MAY 11, 1992.

ALLOT NO
NV 00079

CONDITIONS

TERMS AND CONDITIONS IN THE ADMINISTRATION OF THE WAGON JOHNNIE ALLOTMENT

"IN ACCORDANCE WITH PUBLIC LAW 111-322, AN EXTENSION OF PUBLIC LAW 111-242 CONTINUING APPROPRIATIONS ACT, 2011, THIS PERMIT OR LEASE IS ISSUED UNDER THE AUTHORITY OF SECTION 416, PUBLIC LAW 111-88 AND

CONTAINS THE SAME MANDATORY TERMS AND CONDITIONS AS THE EXPIRED OR TRANSFERRED PERMIT OR LEASE. THIS PERMIT OR LEASE MAY BE CANCELED, SUSPENDED, OR MODIFIED, IN WHOLE OR IN PART TO MEET THE REQUIREMENTS

OF APPLICABLE LAWS AND REGULATIONS.

FAILURE TO MAINTAIN ASSIGNED RANGE IMPROVEMENTS IS A PROHIBITED ACT UNDER 43 CFR 4140.1(A)(4),(5) WHICH COULD RESULT IN '... WITHHOLDING ISSUANCE OF A GRAZING PERMIT OR LEASE, OR SUSPEND THE GRAZING USE

AUTHORIZED UNDER THE GRAZING PERMIT OR LEASE, IN WHOLE OR PART, OR CANCEL A GRAZING PERMIT OR LEASE...' AS STATED IN 43 CFR 4170.1-1(A) PERSUANT 43 CODE OF FEDERAL REGULATIONS(CFR)10.4(G) THE HOLDER OF THIS

AUTHORIZATION MUST NOTIFY THE AUTHORIZED OFFICER, BY TELEPHONE, WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF NATIVE AMERICAN HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS

OF CULTURAL PATRIMONY (AS DEFINED AT 43 CODE OF FEDERAL REGULATIONS 10.2). FURTHER PERSUANT TO 43 CFR 10.4(C) AND (D), THE HOLDER MUST STOP ACTIVITIES IN THE VICINITY OF THE DISCOVERY AND PROTECT IT FOR 30 DAYS OF UNTIL NOTIFIED TO PROCEED BY THE AUTHORIZED OFFICER. THE HOLDER IS RESPONSIBLE FOR THE COST OF CONSULTATION, EVALUATION AND MITIGATION. ANY DECISION ON TREATMENT AND/OR MITIGATION WILL BE MADE

BY THE AUTHORIZED OFFICER AFTER CONSULTING WITH THE HOLDER.

SALT BLOCKS WILL BE PLACED MORE THAN ONE MILE FROM WATER DEVELOPMENTS

THE TERMS AND CONDITIONS OF THIS PERMIT OR LEASE WILL BE CONSISTENT WITH THE STANDARDS AND GUIDELINES APPROVED FEBRUARY 12, 1997 FOR THE MOJAVE-SOUTHERN GREAT BASIN RESOURCE ADVISORY COUNCIL.

BIRD LADDERS ARE REQUIRED ON ALL WATER IN DEVELOPMENTS IN CONFORMANCE WITH THE MIGRATORY BIRD TREATY ACT OF 1918.

GRAZING WITHIN THE WAGON JOHNNIE ALLOTMENT WILL BE IN ACCORDANCE WITH THE STEWARSHIP AMP AND CONSENT DECISION DATED MAY 11, 1992. GRAZING IN THE STONE CABIN ALLOTMENT WILL BE IN ACCORDANCE WITH THE CONSENT DECISION DATED MAY 11, 1992.

NV 00082

TERMS AND CONDITIONS IN THE ADMINISTRATION OF THE STONE CABIN ALLOTMENT

"IN ACCORDANCE WITH PUBLIC LAW 111-322, AN EXTENSION OF PUBLIC LAW 111-242 CONTINUING APPROPRIATIONS ACT, 2011, THIS PERMIT OR LEASE IS ISSUED UNDER THE AUTHORITY OF SECTION 416, PUBLIC LAW 111-88 AND CONTAINS THE SAME MANDATORY TERMS AND CONDITIONS AS THE EXPIRED OR TRANSFERRED PERMIT OR LEASE. THIS PERMIT OR LEASE MAY BE CANCELED, SUSPENDED, OR MODIFIED, IN WHOLE OR IN PART TO MEET THE REQUIREMENTS

OF APPLICABLE LAWS AND REGULATIONS.

FAILURE TO MAINTAIN ASSIGNED RANGE IMPROVEMENTS IS A PROHIBITED ACT UNDER 43 CFR 4140.1(A)(4),(5) WHICH COULD RESULT IN '... WITHHOLDING ISSUANCE OF A GRAZING PERMIT OR LEASE, OR SUSPEND THE GRAZING USE

AUTHORIZED UNDER THE GRAZING PERMIT OR LEASE, IN WHOLE OR PART, OR CANCEL A GRAZING PERMIT OR LEASE...' AS STATED IN 43 CFR 4170.1-1(A) PERSUANT 43 CODE OF FEDERAL REGULATIONS(CFR)10.4(G) THE HOLDER OF THIS

SALT BLOCKS WILL BE PLACED MORE THAN ONE MILE FROM WATER DEVELOPMENTS

THE TERMS AND CONDITIONS OF THIS PERMIT OR LEASE WILL BE CONSISTENT WITH THE STANDARDS AND GUIDELINES APPROVED FEBRUARY 12, 1997 FOR THE MOJAVE-SOUTHERN GREAT BASIN RESOURCE ADVISORY COUNCIL (43 CODE OF FEDERAL REGULATIONS 4180).

BIRD LADDERS ARE REQUIRED ON ALL WATER IN DEVELOPMENTS IN CONFORMANCE WITH THE MIGRATORY BIRD TREATY ACT OF 1918.

ALLOTMENT SUMMARY (AUMS)

<u>ALLOTMENT</u>	<u>ACTIVE AUMS</u>	<u>SUSPENDED AUMS</u>	<u>TEMP SUSPENDED AUMS</u>	<u>PERMITTED USE</u>
00079 WAGON JOHNNIE	1219	0	0	1,219
00082 STONE CABIN	11973	417	0	12,390

Standard Terms and Conditions

1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Noncompliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
 - f. Loss of qualifications to hold a permit or lease.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans MUST be incorporated in permits or leases when completed.
4. Those holding permits or leases MUST own or control and be responsible for the management of livestock authorized to graze.
5. The authorized officer may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
8. Livestock grazing use that is different from that authorized by a permit or lease MUST be applied for prior to the grazing period and MUST be filed with and approved by the authorized officer before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. The holder of this authorization must notify the authorized officer immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (cultural items), stop the activity in the area of the discovery and make a reasonable effort to protect the remains and/or cultural items.
11. Grazing fee payments are due on the date specified on the billing notice and MUST be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
12. No Member of, or Delegate to, Congress or Resident Commissioner, after his/her election of appointment, or either before or after he/she has qualified, and during his/her continuance in office, and no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App.1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.) shall be admitted to any share or part in a permit or lease, or derive any benefit to arise therefrom; and the provision of Section 3741 Revised Statute (41 U.S.C. 22), 18 U.S.C. Sections 431-433, and 43 CFR Part 7, enter into and form a part of a grazing permit or lease, so far as the same may be applicable.

THIS GRAZING PERMIT:

1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES
2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS REQUIRED BY LAND PLANS AND APPLICABLE LAW; (B) ANNUAL REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED:

SIGNATURE OF PERMITTEE: _____ DATE: _____

APPROVED

BLM AUTHORIZED OFFICER: _____ DATE: _____

MAY 05 2014

Attachment #4

RECEIVED

FS-2200-10 (12/99)

USDA-Forest Service

TERM GRAZING PERMIT - PARTS 1 AND 2
(Reference FSM 2230)

Page 1 of 14

Permittee Name

Colvin & Son, LLC.

Permit Number

40020

PART 1

Colvin and Son, LLC

of 525 Dammeron Valley, UT 84783

hereinafter

(Name of Permittee)

(Post Office Address, Including Zip)

called the permittee, is hereby authorized to graze livestock owned by the permittee upon designated lands administered by the Forest Service within the Humboldt-Toiyabe (X appropriate box)
☒ National Forest ☐ National Grassland under the following terms and conditions:

1. Description of range. The livestock shall be grazed only upon the area described as follows: described on attached page and/or delineated on the attached map dated SEE BELOW, which is part of this permit. (Strike out item or items not applicable.)

2. The number, kind, and class of livestock, period of use, and grazing allotment on which the livestock are permitted to graze are as follows, unless modified by the Forest Service in the Bill for Collection:

LIVESTOCK			PERIOD OF USE		GRAZING ALLOTMENT
NUMBER	KIND	CLASS	FROM	TO	
103	Cattle	Cow/Calf	06/21	10/20	Little Fish Lake C&H #402
528	Cattle	Cow/Calf	05/16	11/15	Wagon Johnnie C&H #418
42	Cattle	Cow/Calf	05/01	05/31	Wagon Johnnie C&H (Hot Creek Unit) #418
45	Cattle	Cow/Calf	10/16	11/15	Wagon Johnnie C&H (Hot Creek Unit) #418
*					See Part 3, pages 9 & 11 of 13

3. It is fully understood and agreed that this permit may be suspended or cancelled, in whole or in part, after written notice, for failure to comply with any of the terms and conditions specified in Parts 1, 2, and 3 hereof, or any of the regulations of the Secretary of Agriculture on which this permit is based, or the instructions of Forest officers issued thereunder; or for knowingly and willingly making a false statement or representation in the permittee's grazing application, and amendments thereto; or for conviction for failure to comply with Federal laws or regulations or State and local laws relating to livestock control and to protection of air, water, soils and vegetation, fish and wildlife, and other environmental values when exercising the grazing use authorized by the permit. This permit can also be cancelled, in whole or in part, or otherwise modified, at any time during the term to conform with needed changes brought about by law, regulation, Executive order, allotment management plans, land management planning, numbers permitted or seasons of use necessary because of resource conditions, or the lands described otherwise being unavailable for grazing. Any suspension or cancellation action may be appealed pursuant to 36 CFR 251, Subpart C.

4. This permit supersedes permit issued July 22, 2011 to Colvin & Son, LLC.

I HAVE REVIEWED AND ACCEPT THE TERMS OF THIS PERMIT

SIGNATURE OF PERMITTEE OR HIS AUTHORIZED AGENT

DATE

SIGNATURE OF FOREST OFFICER

NAME (PRINT)
Steve WilliamsTITLE
District Ranger

DATE

5/9/14

PART 2 - GENERAL TERMS AND CONDITIONS

1. Validation of Permit. The issuance of a Bill for Collection, payment of fees and actual turning on at least 90 percent of livestock the first grazing season after the permit is issued will validate this permit for the number, kind, and class of livestock, grazing allotment, and period of use for the particular year.

2. Bill for Collection. Each year, after validation and prior to the beginning of the grazing season, the Forest Service will send the permittee a Bill for Collection specifying for the current year the kind, number, and class of livestock allowed to graze, the period of use, the grazing allotment, and the grazing fees. This bill, when paid, authorizes use for that year and becomes part of this permit.

3. Payment of Fees. The permittee will not allow owned or controlled livestock to be on Forest Service-administered lands unless the fees specified in the Bill for Collection are paid.

4. Administrative Offset and Credit Reporting. Pursuant to 31 USC 3716 and CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States, under this permit, to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States shall be disclosed to consumer or credit reporting agencies.

5. Interest, Penalty, and Administrative Costs. Pursuant to 31 USC 3717 and 7 CFR Part 3, Subpart B, interest shall be charged on any payment or fee amount not paid within 30 days from the date the payment was due. Interest shall be charged using the most current rate prescribed by the United States Department of the Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, in the event the account becomes delinquent, administrative costs may be assessed. A penalty of 6 percent per year shall be assessed on any payment or fee amount overdue in excess of 90 days from the date the first billing was due. Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments falls on a non-workday, the charges shall not apply until the close of business on the next workday.

12/31/2023

6. Term of Permit. This permit is effective until _____ unless waived, cancelled, or otherwise terminated as provided herein. The permittee has first priority for receipt of a new permit at the end of the term subject to modification deemed necessary by the Forest Service.

In order to update terms and conditions, this permit may be cancelled at **any time** provided a **new permit** is **issued** to the existing permit holder for a new term of 10 years **following this update**.

7. Ownership Requirement

(a) Only livestock owned by the permittee are authorized to graze under this permit. To exercise use of the permit, the permittee will furnish all evidence of ownership requested by the Forest Service. Livestock purchased and subsequently sold back to the original owner, or to an agent, assignee, or anyone representing or acting in concert with the original owner, within a 24-month period without prior written approval by the Forest officer in charge will not be considered valid ownership of the livestock.

(b) Base property owned and used by the permittee to qualify for a term grazing permit must meet minimum base property requirements approved by the officer in charge.

8. Range and Livestock Management

(a) The allotment management plan for the land described on page 1, Part 1 is part of the permit, and the permittee will carry out its provisions, other instructions, or both as issued by the Forest officer in charge for the area under permit and will require employees, agents, and contractors and subcontractors do likewise.

(b) The number, kind, and class of livestock, period of use, and grazing allotment specified in the permit may be modified when determined by the Forest Officer in charge to be needed for resource protection. Except in extreme emergencies where resource conditions are being seriously affected by livestock use or other factors, such as fire, drought, or insect damage, notice of a scheduled reduction of numbers of livestock or period of use under a term permit will be given one (1) full year before a modification in permitted numbers or period of use becomes effective. This does not apply to annual adjustment in grazing as provided for in Section 8(c).

(c) When, in the judgment of the Forest Officer in charge, the forage is not ready to be grazed at the beginning of the designated grazing season, the permittee, upon request of the Forest officer, will defer placing livestock on the grazing allotment to avoid damage to the resources. The permittee will remove livestock from Forest Service-administered lands before the expiration of the designated grazing season upon request of the Forest officer when it is apparent that further grazing will damage the resources.

(d) The permittee will allow only the numbers, kind, and class of livestock on the allotment during the period specified in Part 1 hereof or the annual Bill for Collection, including any modifications made as provided for in Section 8(c). If livestock owned by the permittee are found to be grazing on the allotment in greater numbers, or at times or places other than permitted in Part 1 hereof, or specified on the annual Bill for Collection, the permittee shall be billed for excess use at the unauthorized use rate and may face suspension or cancellation of this permit.

(e) The permittee will not allow owned or controlled livestock to be upon any area of Forest Service-administered lands not described in either Part 1 hereof or the annual Bill for Collection.

(f) The Forest officer in charge may, at any time, place or fasten or require the permittee to place or fasten upon livestock covered by this permit appropriate marks or tags that will identify them as livestock permitted to graze on lands administered by the Forest Service. When requested by the Forest officer, the permittee will, at any time during the permitted period of use, including entry and removal dates, gather permitted livestock to enable an accurate count to be made thereof. The Forest Service may, at its option, gather and hold for counting all livestock grazing on the allotment.

(g) Only livestock marked, tagged, or branded as shown in the application upon which this permit is based, and as may be required under Section 8(f), will be allowed to graze under this permit unless the permittee has advance written approval from the Forest officer in charge to do otherwise.

(h) The permittee will pay the costs of, perform, or otherwise provide for the proportionate share of cooperative improvements and management practices on the permitted area when determined by the Forest officer in charge that such improvements and practices are essential to proper protection and management of the resources administered by the Forest Service.

(i) This permit is issued and accepted with the provision that the permittee will maintain all range improvements, whether private or Government-owned, that are assigned for maintenance to standards of repair, orderliness, and safety acceptable to the Forest Service. Improvements to be maintained and acceptable to maintenance are specified in Part 3 of this permit. The Government may maintain or otherwise improve said improvements when, in its opinion, such action will be to its advantage.

9. Nonuse. At least 90 percent of the livestock permitted must be grazed each year, unless the Forest officer in charge approves nonuse. Failure to place livestock on the allotted range/pasture without approved nonuse may result in cancellation of the term grazing permit in whole or in part.

10. Protection. The permittee, or the permittees' agents and employees, when acting within the scope of their employment, and contractors and subcontractors will protect the land and property of the United States and other land under jurisdiction of the Forest Service covered by and used in conjunction with this permit. Protection will include taking all reasonable precautions to prevent, make diligent efforts to suppress, and report promptly all fires on or endangering such land and property. The permittee will pay the United States for any damage to its land or property, including range improvements, resulting from negligence or from violation of the provisions and requirements of this permit or any law or regulation applicable to the National Forests System.

11. General.

(a) The Forest officer in charge may at any time require the permittee to give good and sufficient bond to insure payment for all damage or costs to prevent or mitigate damages sustained by the United States through the permittee's failure to comply with the provisions and requirements of this permit or the regulations of the Secretary on which it is based.

(b) This permit will be cancelled, in whole or in part, whenever the area described in this permit is withdrawn from the National Forest System by land exchange, modification of boundaries, or otherwise, or whenever the area described in this permit is to be devoted to a public purpose that precludes grazing.

(c) The permittee will immediately notify the Forest officer in charge of any change in control of base property, ownership of livestock, or other qualifications to hold this grazing permit.

(d) The permanent improvements constructed or existing for use in conjunction with this permit are the property of the United States Government unless specifically designated otherwise or covered by a cooperative agreement. They will not be removed nor compensated for upon cancellation of this permit, except in the National Forests in the 16 contiguous Western States when cancelled, in whole or in part, to devote land to another public purpose including disposal. In the event of such cancellation on the National Forests in the 16 Contiguous Western States, the permittee will be compensated for the adjusted value of approved range improvements installed or placed by him.

(e) The permittee may not transfer, assign, lease, or sublet this permit in whole or part.

14

(f) This permit includes the terms and conditions of Part 3 hereof, consisting of page 5 through _____ which follow.

USDA - FOREST SERVICE GRAZING PERMIT - PART 3 (Reference FSM 2230)	Page 5 of 14
	Permittee Name Colvin & Son, LLC.
	Permit Number 40020

Special Terms and Conditions**BASE PROPERTY**

The following describes base property owned and offered in qualification for the grazing permit. Any changes to base property must be approved by the Authorized Forest Officer.

T10N, R49E, Section 11, SW1/4, NW1/4 and NW1/4, SW1/4, Mount Diablo Meridian, (80 acres).

ALLOTMENT MANAGEMENT PLANS

The provisions and requirements of the Allotment Management Plans (AMP) approved by the Forest Supervisor or his representative are made part of this permit. These standards and guidelines will be used to administer grazing on this allotment until an updated AMP.

Little Fish Lake C&H

Allotment Management Plan Effective date: None

- The Little Fish lake Allotment does not have an Allotment Management Plan that meets Standards and Guidelines in the Toiyabe National Forest land and Resource Management Plan (LRMP). Therefore, Standards and Guidelines from the LRMP that are appropriate to livestock grazing are included in the permit. These Standards and Guidelines will be used to administer grazing on the Little Fish Lake Allotment until a site specific assessment of the allotment has been completed and documented in accordance with the National Environmental Policy Act (NEPA).

Wagon Johnnie C&H

Allotment Management Plan Effective Date: 1984; Revised 2003.

- The Wagon Johnnie Allotment Management Plan, through the Tonopah Individual Stewardship Program for the Wagon Johnnie Allotment, is hereby made a part of this permit. Management of the allotment will be in compliance with the terms and conditions within the Plan. These terms and conditions include but are not limited to:
 - "Between 1,000 and 1,100 cattle are moved into the allotment at the beginning of the grazing period. One thousand head of cattle remain in the allotment to be rotated between pastures; the remaining cattle are used to fill Forest Service permits on the Little Fish Lake Allotment from June 21st to October 20th" (Page 1).
 - "Use will be terminated on Pastures 1, 2, 3, or 4 when the average utilization level is reached in a particular area, when the livestock should be removed from the range" (Page 30).
 - "Colvin & Son will be responsible to determine when the proper utilization level is reached in a particular area, when the livestock should be removed from the range" (Page 20).
 - "Up to 800 cattle are rotated through Pastures 1 – 4 of the Wagon Johnnie Allotment (up to 103 of these cattle use the Little Fish Lake Allotment from June 21st through October 20th)" (page 23).
 - "Up to 350 cattle are rotated through the various subdivisions of Pasture 5 in the Wagon Johnnie Allotment under "On and Off" provisions of the USFS Term Grazing Permit in a rotation pattern determined by the Operator as each grazing season progresses" (Page 23).
 - The Hot Creek Unit will be grazed primarily from 05/01 – 05/31 and 10/16 – 11/15 during the move from the Stone Cabin Allotment to the Wagon Johnnie Allotment and back. Some incidental use outside of the primary use is acceptable as long as total use during the one-year period does not exceed 92 AUM's.

ANNUAL OPERATING INSTRUCTIONS

Management instructions for the use of the range allotment or allotments specified in this permit will be furnished to the permittee annually by the local Forest Officer. These management instructions, known as Annual Operating Instructions (AOI), when received by the permittee, will become part of this permit. Livestock grazed under this permit shall be managed in accordance with the AOI.

USDA - FOREST SERVICE GRAZING PERMIT - PART 3 (Reference FSM 2230)	Page 6 of 14
	Permittee Name Colvin & Son, LLC.
	Permit Number 40020

Special Terms and Conditions

1. Maintenance of the following structural range improvements must precede livestock entering the allotment.
2. Improvements used in common will be maintained before either operator turns on. For clarification, you are responsible for maintaining an allotment boundary fence. If your neighboring permittee turns on before you, the fence must be maintained before your neighbor's turn on date. Nonuse does not relieve the permittee from range improvement maintenance responsibility.

Responsibilities for Construction and Maintenance of Structural Improvements or for Range Rehabilitation.

In accordance with Part II 8 (h) of this permit you are required to maintain your assigned improvements to the following standards.

FENCE STANDARDS

Maintain fences to original construction standards as a minimum:

1. Loose wires will be tightened and all broken wires will be spliced. Splicing will be with double strand barbless wire or type of wire used in initial construction. Wire will be replaced when excessive splicing weakens the fence. "Western Union" splice is preferred.
2. The maximum allowable height for the top wire is 42 inches, and the bottom wire will be 16 inches above ground level.
3. Broken or missing stays, wire clips on metal posts, braces and staples will be replaced.
4. Broken, rotted, or missing wood posts and poles will be replaced. Bent or broken metal "T" posts will be straightened or replaced, as necessary.
5. Avoid using Aspen or Water Birch as posts.
6. Fasten wire onto metal posts with clips.
7. Trees or brush across the fence will be cut off, leaving at least four foot space on both sides of the fence.
8. Bent wire
9. Wire gate tension should be sufficient to prevent the gate from sagging and still be easily opened and closed. Gate loops will be made from smooth wire not barbed wire.
10. Electric Fence and Let-Down Fence Standards as discussed in the Annual Operating Instructions.

WATER DEVELOPMENT STANDARDS
 (Springs, Troughs, Pipelines, and Reservoirs)

1. Fences around spring sources will be maintained to prevent livestock from getting into the source or the headbox. Grazing is not permitted inside spring enclosure unless authorized.
2. Headbox lids or covers and pipeline valve cover boxes will be kept in place.

USDA - FOREST SERVICE GRAZING PERMIT - PART 3 (Reference FSM 2230)	Page	7	of	14
	Permittee Name			
	Colvin & Son, LLC.			
	Permit Number			
	40020			

Special Terms and Conditions**Responsibilities for Construction and Maintenance of Structural Improvements or for Range Rehabilitation.*****Standards for maintenance continued***

3. All outlet pipes and valves from headboxes will be kept functioning with minimal leaking. Pipeline leaks will be repaired or the damaged section preplaced with materials similar to the original construction materials.
4. Water troughs will be kept at heights which make them useable to livestock. Troughs which have become elevated from trampling should be periodically back filled to maintain a useable height.
5. Water troughs will not be allowed to overflow the sides of the troughs. Troughs need to be kept level and overflow pipes must be kept clear. The end of the overflow pipe must be protected from trampling of livestock and should direct water away from the trough. Overflow water should be piped at least fifty (50) feet away from the trough.
6. Inlet and outlet pipe shall be protected to prevent damage.
7. Water troughs will be equipped with a wildlife escape ramp, secured and extending from the top rim of the trough into the water.
8. Headboxes and troughs will be kept clear of accumulated sediment and foreign debris.
9. Troughs, storage tanks, and pipelines will be drained and cleaned periodically. Holes, line breaks, or leaks will be repaired. Pipelines, designed to be drained, for protection against freezing will be drained annually.
10. If algae problem is present, contact Forest Service.
11. If erosion is occurring under the tank, place rocks or planks under the drain and reset the tank if necessary.
12. Pipeline air and drain valves will be protected to keep out animals and dirt.
13. Stock water ponds will be kept clear of debris, dead animals, etc. Spillways will be kept clean and maintained to prevent washing or becoming plugged. Damage to the dam should be reported to the Forest Officer.
14. Replace or repair damaged blades in windmill.

CATTLE GUARD STANDARDS

1. Assigned cattle guards will be cleaned when dirt or debris is within six (6) inches of the grate. All dirt and debris will be removed to the base level of the footing. All material that is removed will be moved far enough away from the cattle guard to insure the road, borrow ditch and cattle guard drainage will not be blocked. The dirt that has been removed will be spread preferable on the downhill side of the cattle guard to a maximum depth of four (4) inches.
2. Drainage structures that are associated with the cattle guard will be cleaned to insure water will drain away from the structure.
3. Any damage that is noted regarding the grate or wings will be reported to the Forest Officer.

USDA - FOREST SERVICE

Page 8 of 14

GRAZING PERMIT - PART 3
(Reference FSM 2230)

Permittee Name

Colvin & Son, LLC.

Permit Number

40020**Special Terms and Conditions**

The permittee is responsible for maintaining the following improvements. Improvements are also shown on the attached map. Reference Maps 1 and 2 (pages 13 and 14) for improvement locations.

List of Improvements:**Wagon Johnnie C&H**

Improvement Name	INFRA Number	Location
Indian Garden Drift Fence	418001	
Horse Canyon Drift Fence	418002	
Clover Creek Boundary Fence	418003	
Wagon Johnnie Gap Fence (Private)	418004	
Clear Creek Boundary Fence	418005	
Fish Lake Pasture Fence #1	418006	
Fish Lake Pasture Fence #2	418007	
Fish Lake Pasture Fence #3	418008	
Meadow Spring Pipeline & Extension	41820100	
Brush Spring Pipeline	41820200	
Clover Spring Pipeline	41820300	
Danville Pipeline	41820400	
Little Cow Canyon Well	41820500	
Anderson Field Pipeline	41820600	
Unknown Water Development #1	41820700	
Unknown Water Development #2	41820800	
Unknown Water Development #3	41820900	

Little Fish Lake C&H

Improvement Name	INFRA Number	Location
Willow Creek/Little Fish Lake Gap Fence	402005	
Clear Creek Pole Fence	402002	
Danville Gap Fence	402003	
Fish Lake Gap Fence A	402006A	
Fish Lake Gap Fence B	402006B	
Fish Lake Gap Fence C	402006C	
Indian Garden Spring WD	40220100	
Burnt Cabin Spring WD	40220200	
Stud Horse Spring WD	40220300	
Meadow Canyon Spring WD	40220400	

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	Permittee Name Colvin & Son, LLC.			
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Special Terms and Conditions**UTILIZATION STANDARDS**

These standards and guidelines will be used to administer grazing on these allotments until updated AMP's are written.

Each allotment has allowable use standards with which you must comply. It is the permittee's responsibility to determine when allowable use has been reached and to move or remove your livestock to meet these allowable use standards. The Forest Service is responsible for monitoring your compliance with these standards. You must move your cattle according to the tentative scheduled dates in the Annual Operating Instructions (AOI) or when allowable use is reached, whichever comes first. You must begin gathering your cattle in advance so that no cattle remain in any area that has reached allowable use. It is important that we know where your cattle are located throughout the grazing season (i.e. which unit they are in). **In the event that you need to make changes in the scheduled dates in order to comply with the allowable use standards, please notify this office.**

Little Fish Lake C&H

Category	Area Name	Key Species	Utilization
Riparian	All Streams, Springs & Seeps, All Units	Grass Species	55%
Riparian Browse	All Streams, Springs & Seeps, All Units	Shrub Species	25%
Uplands	All Units	Grass Species	45%
Upland Browse	All Units	Shrub Species	40%

Wagon Johnnie C&H

Pasture	Riparian Grass	Riparian Shrubs	Upland Grass	Upland Shrubs	Crested Wheatgrass
1 - 4	65%	35%	55%	50%	65%
5	55%	30%	45%	40%	65%

These utilization percentages represent the maximum that will be allowed based on current livestock management practices and is measured as a point in time.

Actual use and range improvement maintenance will be recorded for each grazing season and will be provided to the District Ranger at the close of the grazing season in accordance with the AOI.

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GRAZING PERMIT - PART 3 (Reference FSM 2230)	Permittee Name Colvin & Son, LLC.			
	Permit Number 40020			

Special Terms and Conditions

Management Practices.

1. Permittee is to notify the Authorized Forest Officer at least 5 days in advance of livestock entering the National Forest.
2. Livestock concentrating activities will not be placed closer than ¼ mile from forest regeneration areas (including aspen) or known sensitive and rare plant locations, ½ mile from known sage-grouse nest or lek, 650 feet from a known active flammulated owl nest until young have fledged, 500 feet from a known active bat roost or hibernacula, 100 feet from known pygmy rabbit burrow.
3. Where placement has already affected known locations, the activity would be evaluated for adverse effects and a determination made about whether mitigation is required to provide adequate protection. Surveys in potential habitat would also include existing activities that concentrate livestock use.
4. All areas that may be impacted by future livestock concentration activities would be evaluated by agency personnel for conformance with these design criteria prior to agency approval of the activity.
5. Salt will not be placed any closer than ¼ mile from water sources or designated roads, trails or recreation sites, unless authorized by the Authorized Forest Officer. Old established salt grounds should not be used.
6. Salt will be placed in areas of light livestock use. Salt will be removed from areas where maximum use levels have been reached or at the end of the grazing season.
7. Salt fed in loose form shall be contained in an approved receptacle that will keep it from spilling onto the ground.
8. Dead livestock on Forest Service administered land, within 300 feet of any water source or designated roads, trails, or recreation sites, will be promptly removed and properly disposed of.
9. Livestock Moves, Inspections and Traking- It is the permittee's responsibility to track livestock use (forage utilization) and move livestock prior to exceeding maximum utilization levels. All livestock shall be moved to another pasture or off the allotment based on attainment of maximum utilization or scheduled move dates whichever comes first.
10. If actual use on all of the key areas in the pasture is less than the allowable use standards by the scheduled move date, the permittee may request approval to remain in the unit for additional time. If the permittee believes that additional time is justified, the Forest Officer must be notified at least five (5) days in advance to permit an adequate inspection and determination.
11. Livestock remaining on the forest after the end of the authorized season will be billed at the unauthorized use rate, and may be cause for suspension and/or cancellation action to be take against the permittee.

(Reference FSM 2230)

Permittee Name

Colvin & Son, LLC.

Permit Number

40020

Management Practices. Continued...)

12. Extensions of the grazing season if desired and justified, must be requested at least 21 days in advance of the off date to allow time for inspection and preparation/payment of the bill for collection. Extensions may be granted only if they meet the management constraints that have been specified regarding season of use, allowable use or other standards, and so forth.
13. Permittee is encouraged to use a full time rider to assist distribution of livestock.
14. No grazing is authorized within spring enclosures unless otherwise specified in the Annual Operating Instructions.
15. The Noxious Weed Free Hay Order on the forest requires any hay that is brought onto the National Forest to be certified free from noxious weeds. All livestock entering the National Forest are recommended to be fed Certified Noxious Weed Free Forage for at least 2 days prior to entering the Forest.
16. An Actual Use Report will be submitted by the permittee by December 31 of each year.
17. Known heritage sites: It is prohibited to disturb, collect, or in any way knowingly damage any prehistoric, historic, or archaeological resource.
18. Future livestock concentrating activities at new locations would be approved before placement on an allotment and would be placed to avoid potentially eligible heritage resource sites.
19. New discoveries. If previously unidentified cultural resources are discovered, care shall be taken by the permittee and the Forest Service to ensure that such sites are not disturbed. The permittee shall notify the Forest Officer as soon as possible if a new site is found so that appropriate evaluation and mitigation measures can be made.
20. As per Part II, 8(a), the Annual Operating Instructions prepared each year for Little Fish Lake C&H and Wagon Johnnie C&H Allotments is made part of this permit.
21. Notification of fees paid from Lockbox must be received in the District Office *before* entering the Forest. Turning livestock out before this notice is received from Lockbox is a violation of this permit.

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Special Terms and Conditions

On and Off:

This permit provides for grazing a total of 1000 head of cattle for the grazing period 05/16 to 11/16, on Forest service administered land and land controlled by the permittee which together form a natural grazing unit. The use by these livestock will be approximately 75% on the Forest Service administered land and 2% on the lands controlled by the permittee. The Bureau of Land Management (BLM) administered lands represent 23% of the allotment.

The livestock will graze only upon the specified grazing allotment and only during the permitted grazing period. Any grazing use in excess of that authorized will be treated as a violation of the terms and conditions of the permit.

The lands described below or shown on the attached map constitute the "off" portion of the permit.

Refer to Map 1 (Page 13 of 14) of this permit for locations.

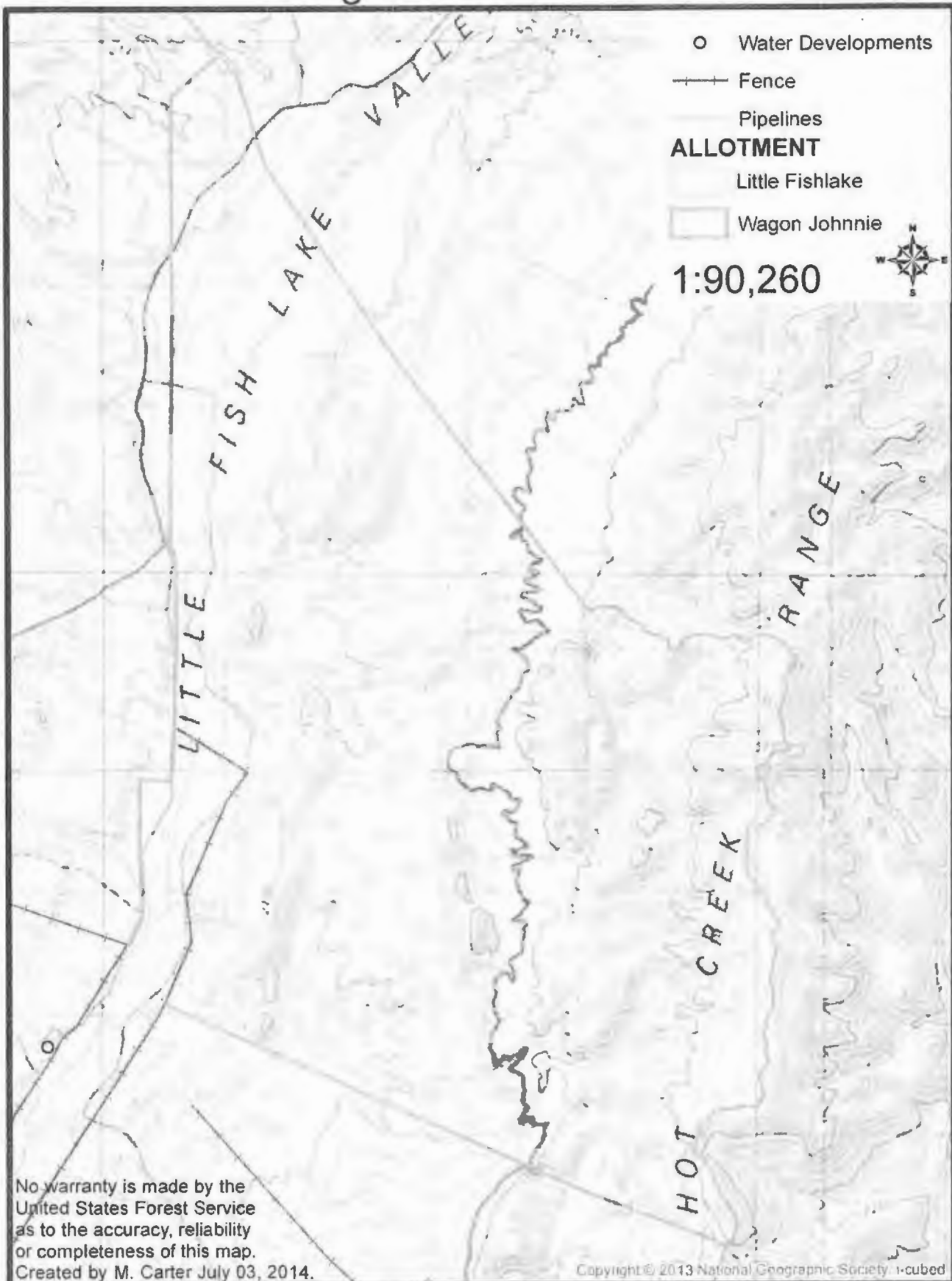
The total allotment is 124,445 acres. The breakdown is:

Forest Service – Main Allotment	85,429 acres
Forest Service – Hot Creek Unit	7,552 acres
Bureau of Land Management	28,157 acres
Private Ownership (within Pasture 5)	3,307 acres

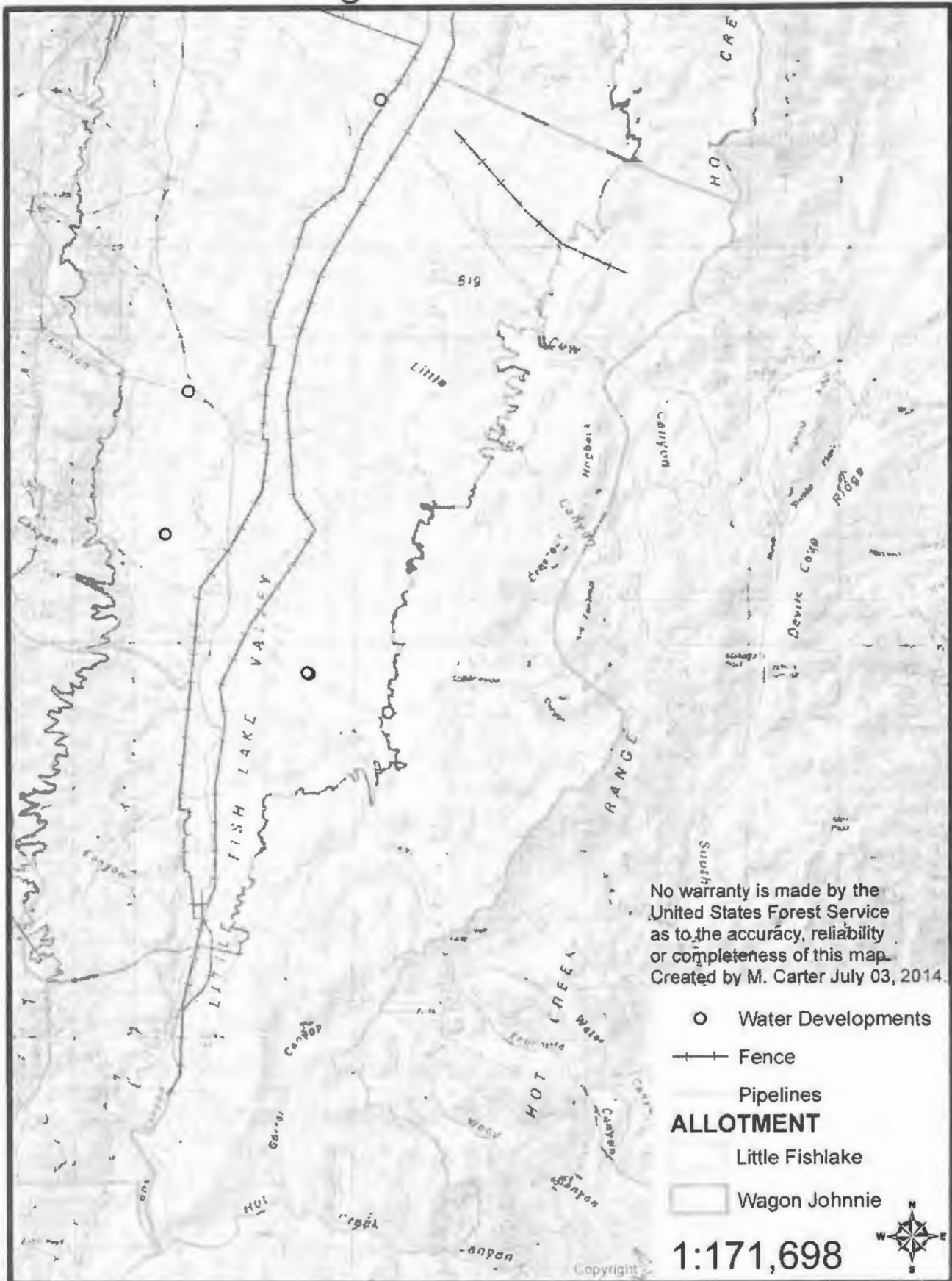
In addition to the 1000 cattle permitted during the season, another 103 cattle will be authorized on the allotment in order to allow travel to and from the Little Fish Lake Allotment. Total cattle on the allotment during this time will be:

1100 head	05/16 – 06/21
1100 head	10/20 – 11/15

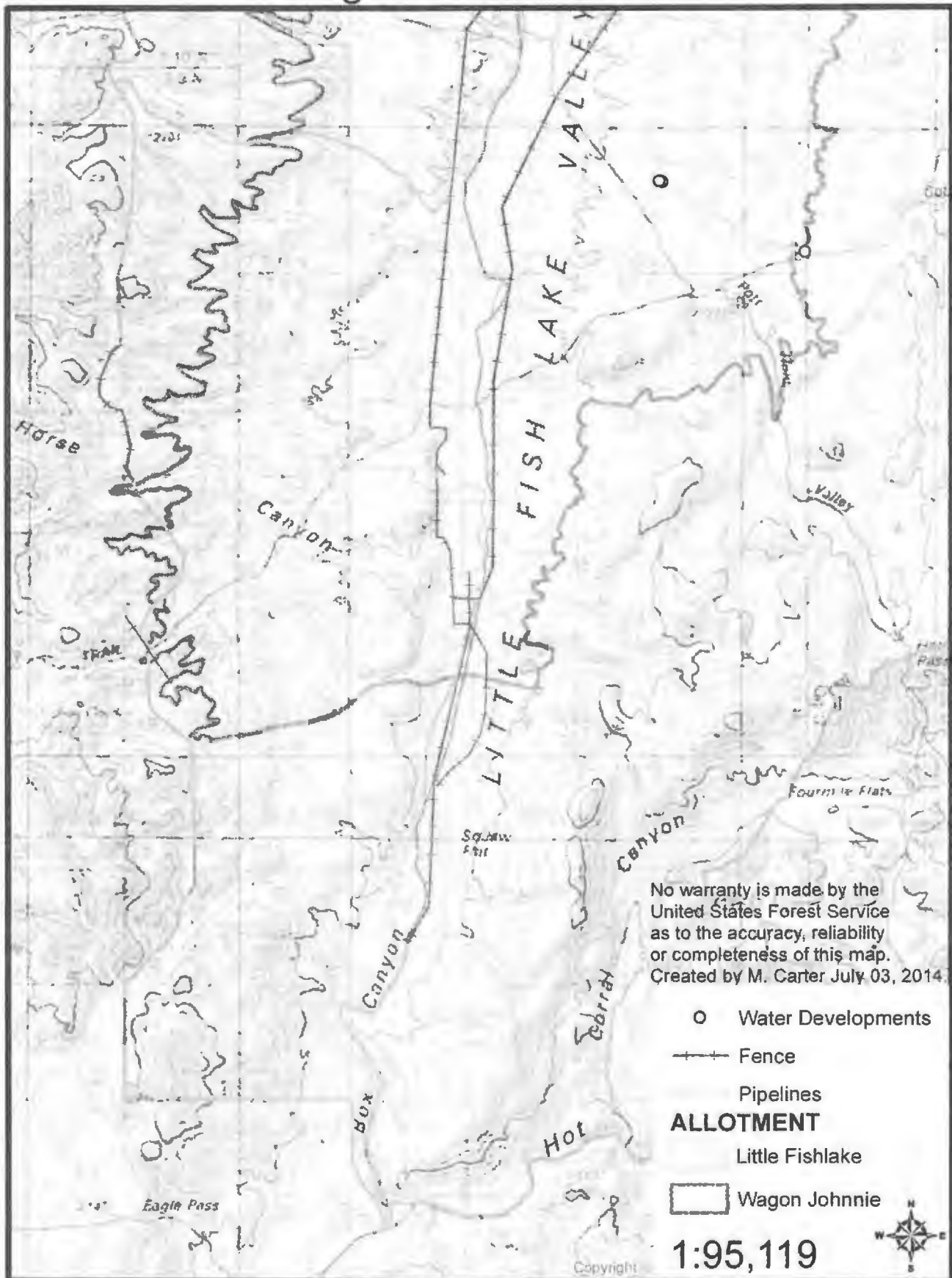
Pasture One Wagon Johnnie C&H



Pasture Two Wagon Johnnie C&H



Pasture Three & Five Wagon Johnnie C&H



ATTACHMENT #2

USFS FSH 2209.13, Chapter 10, Section 13.2, USFS Grazing Priority Process

FSH 2209.13 – GRAZING PERMIT ADMINISTRATION HANDBOOK

Chapter 10 – permits with term status

R4 Interim Directive

Subsection Pertinent to Grant process

13.2 - Grant

The authorized officer may modify existing term permits or issue new permits to authorize permitted use of capacity that is not obligated.

13.21 - Grazing Capacity Determination

Grazing capacity that is not obligated on vacant allotments, or unobligated grazing capacity on active allotments, is only available for grant after the following conditions have been met:

1. The needs of other resources and values have been considered and the grazing activity is consistent with direction in the applicable LRMP.
2. A current and sufficient NEPA analysis and decision is in effect that provides for management of the affected allotment(s) to include permitting of livestock grazing.
3. Determination of forage availability based on recent and current monitoring and/or inventories completed, and
4. Resolution of any known conflicts between allocation of unobligated forage and habitat requirements for wildlife species and watershed needs.
5. Rangeland improvements necessary for proper livestock management are in place, or the Grant process ensures that they will be in place prior to actual stocking.

13.22 - Grant Priority

Grants may be made to existing term grazing permit holders or to new applicants. Normally preference will be given to existing term permit holders, especially where doing so may help to resolve other resource concerns. When a decision to grant unobligated grazing capacity to an existing permittee is made, the authorized officer shall consider the permittee's record of compliance over the previous 10 years and only make grants to those who have complied with the terms and conditions of their permit, including timely resolution of management concerns, and consistently demonstrated good livestock management and accountability practices. Existing permittees with unsatisfactory permit compliance records, as demonstrated by one or more suspension or cancellation action over the previous 10 years, shall not be considered for grants of unobligated capacity.

Where appropriate, grants shall be made by the authorized officer based on the following factors in descending order of priority:

1. To existing permittees on the allotment for their proportionate share of any increased grazing capacity resulting from range improvement, development programs, or applied management to which they have contributed.

2. To existing permittees on the allotment for reductions resulting from resource concerns they sustained during the previous 10 years that resulted in the improvement of rangeland resource conditions and an increase in available capacity.

3. To permittees on the same or other Forest Service-administered allotments where the opportunity exists to help resolve resource concerns by relocation of permitted livestock or alteration of permitted seasons.

4. To new applicants who are eligible and qualified. Where a grant is proposed to be made available to new applicants, a prospectus shall be posted in a public venue and made available to parties who have expressed an interest. The prospectus should:

- a. Indicate what is being made available,
- b. The terms and conditions under which it is being offered, and
- c. Provide applicants with an opportunity to file a written application indicating their qualification to hold a permit, their ability to meet the terms and conditions detailed in the prospectus, and describing how the available capacity would fit into their ranch operations.

In addition, the authorized officer may give consideration to eligible applicants owning and operating a ranch as the sole source of their livelihood over applicants engaged in some other business and operating the ranch as a sideline.

When the grant is to be offered to new applicants, the authorized officer shall establish a set of qualification requirements and should use an independent team to rank potential applicants against the requirements. The authorized officer should then use this written evaluation as supporting information in making the grant decision.

A grant to an existing permittee will be made through modification of their existing grazing permit. A grant to a new permit applicant will be made through the application and issuance procedures set forth in section 14 below.

The authorized officer shall file a brief statement with the new or modified term grazing permit explaining the basis for the increased authorization.

ATTACHMENT #3

Map of Pastures within USFS Little Fish Lake Allotment, USFS Wagon Johnnie Allotment, and BLM Wagon Johnnie Allotment

