United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Idaho State Office

1387 South Vinnell Way

Boise, Idaho 83709-1657

https://www.blm.gov

In Reply Refer To:

2100 (933)

IDI XXXXX

**Partner Information**

**Contact**

**Address**

**Address**

Dear **XXX**,

This letter of intent between **[Partner Name**] and the Bureau of Land Management (BLM) formalizes the BLM’s intent to acquire the below-described property, including **[fee, all mineral rights, water rights]**. The BLM acknowledges the important contribution by **[Partner]** to make this property available for acquisition by the United States for **[describe purpose of acquisition]**.

The legal description of the land subject to the proposed conveyance is:

Boise Meridian, **[County],** Idaho

**[Legal Description]**

The areas described aggregate **XXX** acres.

The proposed conveyance also includes **[use if applicable for minerals/timber/water interests].**

**[Describe benefit/intent of acquisition] Example:**  The property is within the Tex Creek Wildlife Management Area (WMA) Land and Water Conservation Fund (LWCF) project area and is bordered by BLM and BOR managed lands to the east and south. It supports dry land grain fields and native grass and shrub communities. Acquisition of the property would help maintain highly functional landscape-level wildlife habitat for big game, upland game, and Special Status Species, while providing wildlife-based recreation and education opportunities. The Tex Creek WMA provides crucial winter range for approximately 3,000 elk and 3,000 mule deer, serves as a stronghold for Columbian Sharp-tailed grouse (a BLM Regional/State Imperiled Species), and currently supports habitat for Greater Sage-grouse (a BLM Type 2 Sensitive Species).

BLM requests that **[partner]** acquire the above-described property and subsequently prepare an appropriate instrument to convey **[fee, conservation easement, access easement**] title to BLM. It is understood and agreed that BLM will purchase the property from **[partner**] for the approved fair market value (FMV) as determined by the DOI Appraisal and Valuation Services Office (AVSO), subject to sufficiency of funds. **[Partner]** agrees to disclose to the BLM all options, deeds, contracts, and/or sales information, appraisers, and appraisals on the acquired property before acquisition by the BLM. The BLM’s payment of consideration cannot exceed the FMV.

**[Include if applicable]** A mineral potential report (MPR) will be contracted by **[partner]. The** MPR must meet the BLM requirements as designated in BLM Manual 3060, be prepared by a qualified mining engineer, engineering geologist, or geologist, and will need to be submitted to BLM for final review and technical approval from a certified mineral examiner/specialist.

**[Recommend BLM complete Phase I, however, include following language if partner is contracting Phase I]** Phase I Environmental Site Assessment (ESA): A consultant meeting the qualifications of an Environmental Professional (EP) as defined in 40 CFR part 312 may conduct a Phase I ESA. Whenever a consultant is used, the BLM EP will coordinate all activities associated with the contract and will prepare the BLM documentation to accept the contractor report(s) and prepare recommendations (BLM needs to be included as a user in addition to the partner and in addition to the Phase I covering American Society for Testing and Materials (ASTM) scope issues, it must also include non-scope issues). A qualified consultant will be contracted by **[partner]** for the ESA.

**[Partner]** agrees to obtain an appraisal of the property following protocol established by the AVSO. Upon AVSO’s approval and BLM’s acceptance of the appraisal, the BLM will offer to purchase the property for the approved amount subject to sufficiency of funds as addressed below.

**[Partner]** will also provide **[enter any additional items that are applicable].**

The BLM is holding Land and Water Conservation Funds (LWCF) for the acquisition of this property. Assuming this amount is sufficient for the purchase, acquisition by BLM is dependent upon final approval of title by the Department of Justice, and compliance with Department of the Interior and BLM standards for land acquisitions. Payment would be made upon compliance with all requirements in the preliminary opinion of title to be issued by our Regional Solicitor’s Office.

BLM will complete a preliminary review of title and resolve unacceptable encumbrances prior to closing. BLM will pay for all closing costs associated with the conveyance from **[partner**], including title insurance premiums and recording fees.

At closing, the BLM may also reimburse **[partner]** for its reasonable out-of-pocket expenditures for the appraisal contract and **[any other reports/studies agreed on, i.e., MPR/ESA]**.

This letter of intent is non-binding, and in the event the BLM is unable to purchase the property as outlined herein, BLM may reimburse for the appraisal cost and **[list any additional items]**. If during the term of this agreement, laws, regulations, or BLM policy change, this letter of intent may need to be re-negotiated.

Your signature, below, documents your agreement with the terms of this letter of intent. Please returned a signed copy to my office, care of Christine Sloand, Acquisition and Withdrawal Lead. If you have any questions, Ms. Sloand can be reached at (208) 908-3368 or via email at csloand@blm.gov.

 Sincerely,

 Karen Kelleher

 State Director

Concurrence:

[Partner]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enclosure

 Map (1p.)

cc: [BLM Field Office, Field Manager]