

4. All purchasers/patentees, by accepting a patent, covenant and agree to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentees or their employees, agents, contractors, lessees, or any third party, arising out of or in connection with the patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentees and their employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of Federal, State, and local laws and regulations that are now or may in the future become applicable to the real property; (2) Judgments, claims or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s), and/or hazardous substance(s), as defined by Federal or State environmental laws, off, on, into or under land, property and other interests of the United States; (5) Activities by which solid waste or hazardous substance(s) or waste, as defined by Federal and State environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substance(s) or waste(s); or (6) Natural resource damages as defined by Federal and State law. This covenant shall be construed as running with the parcel of land patented or otherwise conveyed by the United States, and may be enforced by the United States in a court of competent jurisdiction.

The purchaser, by accepting the land patent, agrees to take the property subject to the current grazing lease until such time as the lease expires, or two years from the date of this notice, whichever first occurs.

This land will be offered for competitive sale on May 29, 2007, pursuant to 43 CFR 2711.3-1. In the event of a sale, the unreserved mineral estate will be conveyed simultaneously with the surface estate. The unreserved mineral interests have been determined to have no known mineral value pursuant to 43 CFR 2720.2(a).

Acceptance of the sale offer will constitute an application for conveyance of the unreserved mineral interests. The purchaser will be required to pay a \$50.00 non-refundable filing fee for conveyance of the available mineral interests.

The sale will be by sealed bid, followed by oral auction. All bids must be received at the BLM Boise District Office at the above address no later than 4:30 p.m. MST on the day before the sale. Federal law requires that bidders must be U.S. citizens 18 years of age or older, or in the case of a corporation, subject to the laws of any State of the U.S. Proof of citizenship shall accompany the bid.

At 10 a.m. MST on May 29, 2007, sealed bids will be opened at the BLM Boise District Office, and the highest acceptable sealed bid will be determined. An oral auction will follow the determination of the highest acceptable sealed bid at or in excess of the appraised fair market value, with the opening oral bid being for not less than the highest acceptable sealed bid. Oral bidding will continue until the highest bid is determined. If no oral bids are received, the highest acceptable sealed bid will be considered the purchaser.

The purchaser will have 30 days from the date of acceptance of the high bid to submit a deposit of 20 percent of the purchase price and the \$50.00 filing fee for conveyance of mineral interests. The purchaser must remit the remainder of the purchase price within 180 days from the date of the sale. Payments must be by certified check, postal money order, bank draft or cashiers check payable to the U.S. Department of the Interior—BLM. Failure to meet conditions established for this sale will void the sale, and any monies received will be forfeited to the BLM.

**Public Comments:** For a period of 45 days following the publication of this notice in the **Federal Register**, the public and interested parties may submit written comments regarding the proposed sale and EA to the BLM Four Rivers Field Manager at the above address. Before including your address, phone number, e-mail address, or other personal identifying information in your comment, be advised that your entire comment—including your personal identifying information—may be made publicly available at any time.

Any adverse comments will be reviewed by the BLM Idaho State Director, who may sustain, vacate, or modify this realty action and issue a final determination. In the absence of any objections, this realty action will become the final determination of the Department of the Interior.

(Authority: 43 CFR 2711.1-2(a))

Dated: January 5, 2007.

**Rosemary Thomas,**

*Four Rivers Field Manager.*

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**BILLING CODE 4310-GG-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[NM-070-1430-EU; NMNM-115589]

#### Notice of Realty Action: Non-Competitive (direct) Sale of Public Lands in San Juan County, New Mexico

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice of Realty Action.

**SUMMARY:** The following described public lands, comprising approximately 80 acres in San Juan County, New Mexico have been examined and found suitable for direct sale to City of Bloomfield, at not less than the appraised value of \$2,200,000.00, for use as an industrial park. The authority for the sale is Section 203(f)(2) of the Federal Land Policy and Management Act of 1976, as amended, 43 U.S.C. 1701 *et seq.* (FLPMA), and CFR 2711.3-3(a), and will take place according to the procedures governing direct sales of public land.

**DATES:** On or before May 11, 2007, interested parties may submit comments concerning the proposed sale to Bureau of Land Management, Farmington Field Office at the address stated below.

**ADDRESSES:** Information related to this action, including the environmental assessment, is available for review at the Bureau of Land Management (BLM), Farmington Field Office, 1235 La Plata Highway, Suite A, Farmington, New Mexico 87401, from 7:45 a.m. to 4:30 p.m. Monday through Friday.

**FOR FURTHER INFORMATION CONTACT:** Albert Gonzales, Realty Specialist at (505) 599-6334.

**SUPPLEMENTARY INFORMATION:** The parcel of land, consisting of 80 acres situated in San Juan County within the Bloomfield city limits, is being offered on a non-competitive (direct) sale basis to the City of Bloomfield, in accordance with Section 203(f)(2) of 6 (FLPMA) and 43 CFR 2711.3-3(a), for use as an industrial park. The BLM Farmington District Manager has determined that a non-competitive (direct) sale will be in the best interest of the public to facilitate growth and business opportunities for City of Bloomfield. FLPMA authorizes the use of direct

sales of the public lands in circumstances where that tract has been identified for transfer to a State or local government as an integral part of the project and speculative bidding would jeopardize a timely completion and economic viability of the project. Here, BLM proposes to convey the identified tract to a local government as an integral part of such a project. The parcel is being offered for sale at no less than the appraised fair market value (FMV) of \$2,200,000.00, as determined by the authorized officer after appraisal. An appraisal report has been prepared by a state certified appraiser for the purposes of establishing FMV.

**New Mexico Principle Meridian, New Mexico**

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The area described contains 80 acres in San Juan County.

This land is not required for any Federal purposes. The proposed action is in compliance with the BLM Farmington Resource Management Plan that was approved September 2003. The sale is consistent with current Bureau planning for this area, and would be in the public interest. The conveyance will include the surface interests only. The patent, when issued, will contain the following reservations, covenants, terms, and conditions:

1. The parcel will be conveyed with a reservation of a right-of-way to the United States for ditches and canals constructed by the authority of the United States under the Act of August 30, 1890 (43 U.S.C. 945).

2. The parcel will be conveyed subject to valid existing rights, including, but not limited to rights-of-ways. The parcel may be subject to applications for rights-of-way received prior to the publication of this Notice if processing the application would not adversely affect the marketability or appraised value of the parcel proposed for sale.

3. All minerals are reserved to the United States, together with the right to prospect for, mine and remove the minerals owned by the United States under applicable laws and any regulations that the Secretary of Interior may prescribe, including all necessary access and exit rights.

4. The patentee, by accepting a patent, covenants and agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentees or their employees, agents, contractors, or lessees, or any third-

party, arising out of or in connection with the patentees use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentees and their employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of Federal, state, and local laws and regulations that are now or may in the future become, applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), as defined by Federal or state environmental laws, off, on, into or under land, property and other interests of the United States; (5) Activities by which solids or hazardous substances or wastes, as defined by Federal and state environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes; or (6) Natural resource damages as defined by Federal and state law. Patentee shall stipulate that it will be solely responsible for compliance with all applicable Federal, state and local environmental and regulatory provisions, throughout the life of the facility, including any closure and/or post-closure requirements that may be imposed with respect to any physical plant and/or facility upon the real property under any Federal, state or local environmental laws or regulatory provisions. This covenant shall be construed as running with the above described parcel of land patented or otherwise conveyed by the United States, and may be enforced by the United States in a court of competent jurisdiction.

No warranty of any kind, express or implied is given or will be given by the United States as to the title, physical condition or potential uses of the land proposed for sale. However, to the extent required by law, such land is subject to the requirements of section 120(h) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended (42 U.S.C. 9620(h)).

The publication of this Notice in the **Federal Register** shall segregate the public lands covered by this Notice to

the extent that they will not be subject to appropriation under the public land laws, including the mining laws. Any subsequent application, shall not be accepted, shall not be considered as filed, and shall be returned to the applicant, if the Notice segregates the lands from the use applied for in the application. The segregative effect of this Notice will terminate upon issuance of a patent or other document of conveyance for such lands, upon publication in the **Federal Register** of a termination of the segregation, or March 27, 2009, whichever occurs first, unless extended by the BLM State Director in accordance with 43 CFR 2611.1-2(d), prior to the termination date. Interested parties may submit comments to the District Manager, BLM Farmington Field Office, 1235 La Plata Highway, Suite A, Farmington, New Mexico 87401 until 45 days after the date of publication of this notice in the **Federal Register**. Any adverse comments will be reviewed by the BLM State Director who may sustain, vacate, or modify this realty action. Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment-including your personal identifying information-may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so. In the absence of any adverse comments, this realty action will become the final determination of the Department of the Interior. The Bureau of Land Management may accept or reject any or all offers, or withdraw any land or interest in the land from sale, if, in the opinion of the authorized officer, consummation of the sale would not be fully consistent with FLPMA, or other applicable laws. The lands will not be offered for sale until at least 60 days after the date of publication of this notice in the **Federal Register**.

**Authority:** 43 CFR 2711.1-2(c).

Dated: February 22, 2007.

**Joel Farrell,**

*Assistant Field Manager, Farmington, New Mexico.*

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**BILLING CODE 4310-FB-P**