

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Royal Gorge Field Office

Serial Number
COC-35434

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder Fremont County receives a right to construct, operate, maintain, and terminate a existing access roads. on public lands (or Federal land for MLA Rights-of-Way) described as follows:

6th Principal Meridian, Fremont County, Colorado
T. 16 S., R. 71 W.,
sec. 3, lot 29,
sec. 4, E1/2SE1/4,
sec. 4, lot 29,
sec. 8, S1/2NE1/4, SE1/4NW1/4, NE1/4SW1/4,
sec. 9, SW1/4NW1/4
T. 17 S., R. 71 W.,
sec. 13, SW1/4NE1/4, SE1/4NW1/4, N1/2SE1/4.

- b. The right-of-way or permit area granted herein is (varies) feet wide, 3.205 miles feet long and contains 24.49 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on December 31, 2051, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A-D, dated 05/21/2021, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Signature of Authorized Officer)

BOCC Chairman

(Title)

(Title)

(Date)

(Effective Date of Grant)

EXHIBIT A: STIPULATIONS
Right-of-Way Grant, COC-35434
May 21, 2021

The BLM Authorized Officer for the administration of this grant is the Field Manager, Royal Gorge Field Office, 3028 East Main Street, Cañon City, CO, Phone (719) 269-8500. The holder/grantee/permittee shall hereafter be identified as the Holder in these stipulations.

1. The Holder shall comply with all stipulations contained in this right-of-way (ROW) grant unless otherwise approved in writing by the Authorized Officer (AO). Non-compliance with the stipulations by the Holder or any of its agents may at the option of the AO result in cancellation or suspension of the ROW grant or adverse action against the Holder.
2. The Authorized Officer shall have the right to inspect the site jointly with the Holder or his/her representative at any reasonable time to insure compliance with the terms, conditions and stipulations of the ROW grant.
3. The Holder shall indemnify the United States for any and all injury, loss or damage to life or property, including fire suppression costs, the United States may suffer as a result of losses, claims, demands or judgments caused by Holder's use or occupancy of public lands under this grant or permit.
4. The BLM retains the right to occupy and use the ROW and to issue or grant rights-of-way or other land uses over, upon, under and through the lands, provided that the occupancy and use will not unreasonably interfere with the rights granted herein.
5. In the event that the public land underlying the ROW encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the Holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.
6. The Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the

authorized officer and the respective installing authority if known. Where General Land Office of Bureau of Land Management right-of-way monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

7. Any relocation, additional construction, or use that is not in accord with the grant, shall not be initiated without the prior written approval of the authorized officer. A copy of the grant and attachments, including stipulations, survey plat and/or map, will be on location during any maintenance. BLM personnel may request a copy of your grant during construction or maintenance to ensure compliance with all stipulations. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
8. Federal minerals in the area of interest are subject to location, lease, and sale under federal law. Any use of the mineral materials onsite for surfacing or construction of the road will require a contract.
9. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
 - 9a. Pesticides authorized for use under this ROW shall not be permanently stored on public lands.
10. Right of way will be kept free of all invasive weed species. The Holder shall be responsible for weed control on disturbed areas within the limits of the ROW. The Holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods.
11. Seeding of native species may be required at any time as determined necessary by the authorized officer in areas disturbed by construction or maintenance.
12. The Holder(s) shall comply with all applicable State and Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by, or stored on the ROW or on facilities authorized under

this ROW grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

It is assumed that conditions associated with the proposed project site are currently clean and that no contamination is evident. No hazardous material, as defined by 42 U.S.C. 9601 (which includes materials regulated under CERCLA, RCRA and the Atomic Energy Act, but does not include petroleum or natural gas), will be used, produced, transported or stored during project implementation. Nothing in the analysis or approval of this action by BLM authorizes or in any way permits a release or threat of a release of hazardous materials (as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations) into the environment that will require a response action or result in the incurrence of response costs.

13. The Holder of Right-of-Way No. COC-35434 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way Holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.
15. If, during any phase of the construction, operation, maintenance, or termination of the ROW, any oil or other pollutant should be discharged, impacting Federal lands, the control and total removal, disposal, and cleaning up of such oil or other pollutant, wherever found, shall be the responsibility of the Holder, regardless of fault. Upon failure of the Holder to control, dispose of, or clean up such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting there from, the Authorized Officer may take such measures as deemed necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the Holder. Such action by the Authorized Officer shall not relieve the Holder of any liability or responsibility. [Incidental loss of petroleum, lubricant and oils from routine, daily use of well-maintained motor vehicles does not constitute a reportable release].
16. If maintenance involves oil or fuel usage, transfer, or storage, an adequate spill kit and shovels are required to be on site during project implementation. The project proponent will be responsible for adhering to all applicable local, State, and federal regulations in the event of a spill, which includes following the proper notification procedures in BLM's Spill Contingency Plan. [Incidental loss of petroleum, lubricant and oils from routine, daily use of well-maintained motor vehicles does not constitute a reportable release].

17. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
18. The Holder shall conduct all activities associated with the operation, and termination of the ROW within the authorized limits of the ROW.
19. No burning of trash, litter, trees, brush, or other vegetative material generated by clearing the ROW shall be allowed under this grant.
20. The Holder shall promptly clear any and all waste, litter, trash and debris from the area for the term of the right-of-way and dispose of the material promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
21. 180 days prior to termination of the ROW, the Holder shall contact the authorized officer to arrange a joint inspection of the ROW. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, surface material, re-contouring, top soiling, or seeding. The authorized officer must approve the plan in writing prior to the Holder's commencement of any termination activities.
22. Authorized officer at any time may require a road to be brought up to the gold book standard for roads, or better as is necessary for health, safety and welfare of the public or environment.
23. As directed by the authorized officer, all road segments shall be winterized by providing a well-drained roadway by water barring, maintaining drainage and any additional measures necessary to minimize erosion and other damage to the roadway or the surrounding public lands.
24. Water control structures may be required at any time as determined necessary by the authorized officer of the BLM, including, but not limited to water turnouts, settlement areas, culverts, riprapping, and surfacing materials. The minimum diameter for culverts shall be 18 inches.
25. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
26. The Holder shall comply with applicable State standards for public health and safety, environmental protection and siting, construction, operation and maintenance, if these State standards are more stringent than Federal standards for similar projects.
27. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Holder, or any person working on their behalf, on public or Federal land shall immediately be reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the

authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the Holder.

If in connection with operations under this authorization, any human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; 104 Stat. 3048; 25 U.S.C. 3001) are discovered, the Holder shall stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the authorized officer. The Holder shall continue to protect the immediate area of the discovery until notified by the authorized officer that operations may resume.

28. Construction activity and surface disturbance will be prohibited during the period from May 15 to July 15 for the protection of migratory birds. Any exceptions to this requirement must have prior written approval from the authorized officer.

To be in compliance with the Migratory Bird Treaty Act (MBTA) and the Memorandum of Understanding between BLM and USFWS required by Executive Order 13186, BLM must avoid actions, where possible, that result in a “take” of migratory birds. Pursuant to BLM Instruction Memorandum 2008-050, to reduce impacts to Birds of Conservation Concern (BCC), no habitat disturbance (removal of vegetation such as timber, brush, or grass) is allowed during the periods of May 15 - July 15, the breeding and brood rearing season for most Colorado migratory birds. The provision will not apply to completion activities in disturbed areas that were initiated prior to May 15 and continue into the 60-day period.

An exception to this timing limitation will be granted if nesting surveys conducted no more than one week prior to vegetation-disturbing activities indicate no nesting within 30 meters (100 feet) of the area to be disturbed. Surveys shall be conducted by a qualified breeding bird surveyor between sunrise and 10:00 a.m. under favorable conditions.

EXHIBIT B: SPECIAL STIPULATIONS

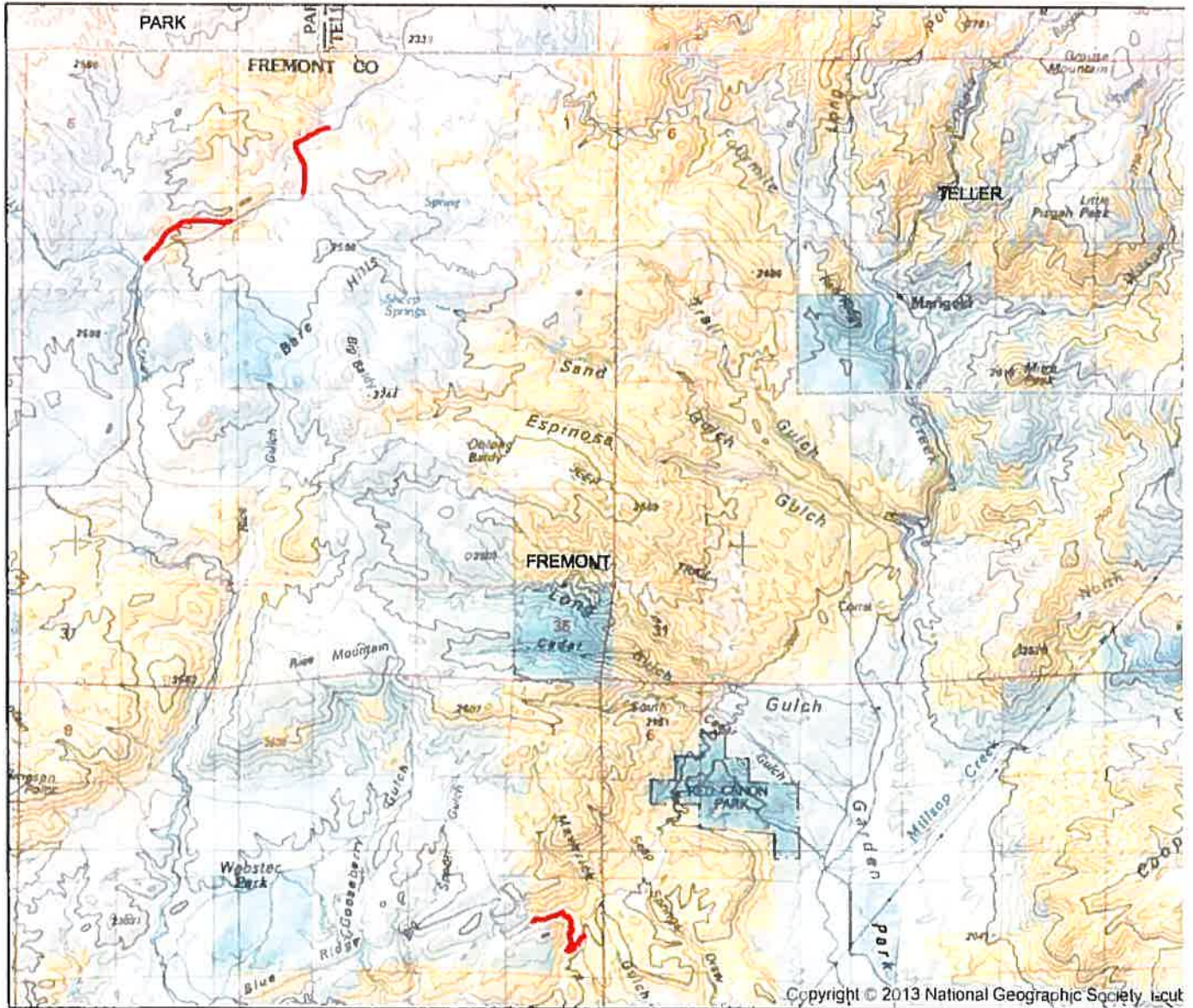
The BLM Authorized Officer for the administration of this grant is the Field Manager, Royal Gorge Field Office, 3028 East Main Street, Cañon City, CO, Phone (719) 269-8500. The holder/grantee/permittee shall hereafter be identified as the holder in these stipulations.

Fire Prevention and Control Stipulations:

1. The Holder shall indemnify the United States for any and all injury, loss or damage to life or property, including fire suppression costs, the United States may suffer as a result of losses, claims, demands or judgments caused by Holder's use or occupancy of public lands under this grant or permit.
2. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgment, conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
3. Holder shall maintain the ROW in a safe, usable condition.
4. When performing construction and maintenance (including emergency repairs) activities during the "closed" fire season (May 10 – October 20), as set by Colorado State Law, or during any other closed fire season prescribed by the BLM Colorado State Director, the Holder, including any persons such as contractors, etc. working on their behalf, shall equip at least one on-site vehicle with firefighting equipment, including, but not limited to, fire suppression hand tools (i.e. shovels, rakes, Pulaski's, etc.), a 16-20 pound fire extinguisher, and a sufficient supply of water for initial attack, with a mechanism to effectively spray the water (i.e. backpack pumps, water sprayer, etc.).
5. During conditions of extreme fire danger or when the State of Colorado and/or the BLM Colorado State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional mitigation measures may be required by the BLM Authorized Officer.
6. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent fires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM Authorized Officer or local fire dispatch (911 *and* the BLM Duty Officer at 719-269-8730) and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.
7. Holder shall maintain the condition of the origin area of the fire from further damage to enable the Fire Investigator to properly assess the origin area and cause of the fire.
8. The Holder shall report to the Fire Investigator or BLM Incident Commander and shall not enter into the origin area on fires unless given permission to do so.

9. The Holder will cooperate with the BLM in its efforts to investigate, suppress and respond to all future fires. The duty to “cooperate” includes, but is not limited to, the following duties regardless of whether BLM is on the scene:
 - i. The duty to provide the BLM with reasonable and timely notice concerning all fires involving the Holder’s facilities, or discovered during routine operations. Call 911 *and* the BLM Duty Officer at 719-269-8730.
 - ii. The duty to share factual information with the BLM concerning fires, including but not limited to the names of Holder’s employees and/or contractors with knowledge of the incident; and to allow employees and/or contractors to be interviewed by BLM’s investigators regarding factual information relating to a fire.
 - iii. It is the duty of the Holder to preserve the point of ignition, fire scene and reasonably account to the BLM for Holders actions taken at the scene of a fire.
 - iv. The duty to minimize disturbance of potential evidence located at the scene; to not engage in any evidence collection or destructive testing without BLM and or its counsel’s express written consent; to properly handle and preserve any evidence collected and to make all documents and evidence, including expert reports, available to the BLM in a rapid and timely manner upon request of BLM and/or its counsel.
 - v. The duty to not hamper the BLM investigation of origin and cause of the fire; and to reasonably assist BLM’s investigation at the scene.
 - vi. The duty to provide information upon request of BLM and/or its counsel concerning the construction, monitoring, inspection, maintenance and/or repairs of any of Holder’s facilities located at or adjacent to a fire.
 - vii. The duty to provide information upon request of BLM and/or its counsel concerning the monitoring, inspection, and or alteration by Holder of any condition on public land, including but not limited to, public land adjacent to any of the Holder’s facilities.
 - viii. The duty, during BLM fire suppression efforts: to defer to and follow the instructions of the BLM’s Incident Commander regarding activities within the boundaries of the fire and checking in and out of the fire; and to recognize BLM’s primary authority over the scene.

COC-35434 Fremont County Renewal



6th PM
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secs. 3,4,8,9;
T.17S. R.71W.,
sec. 13.

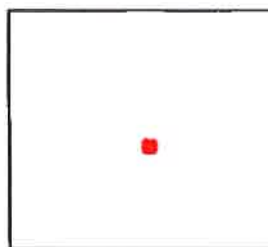
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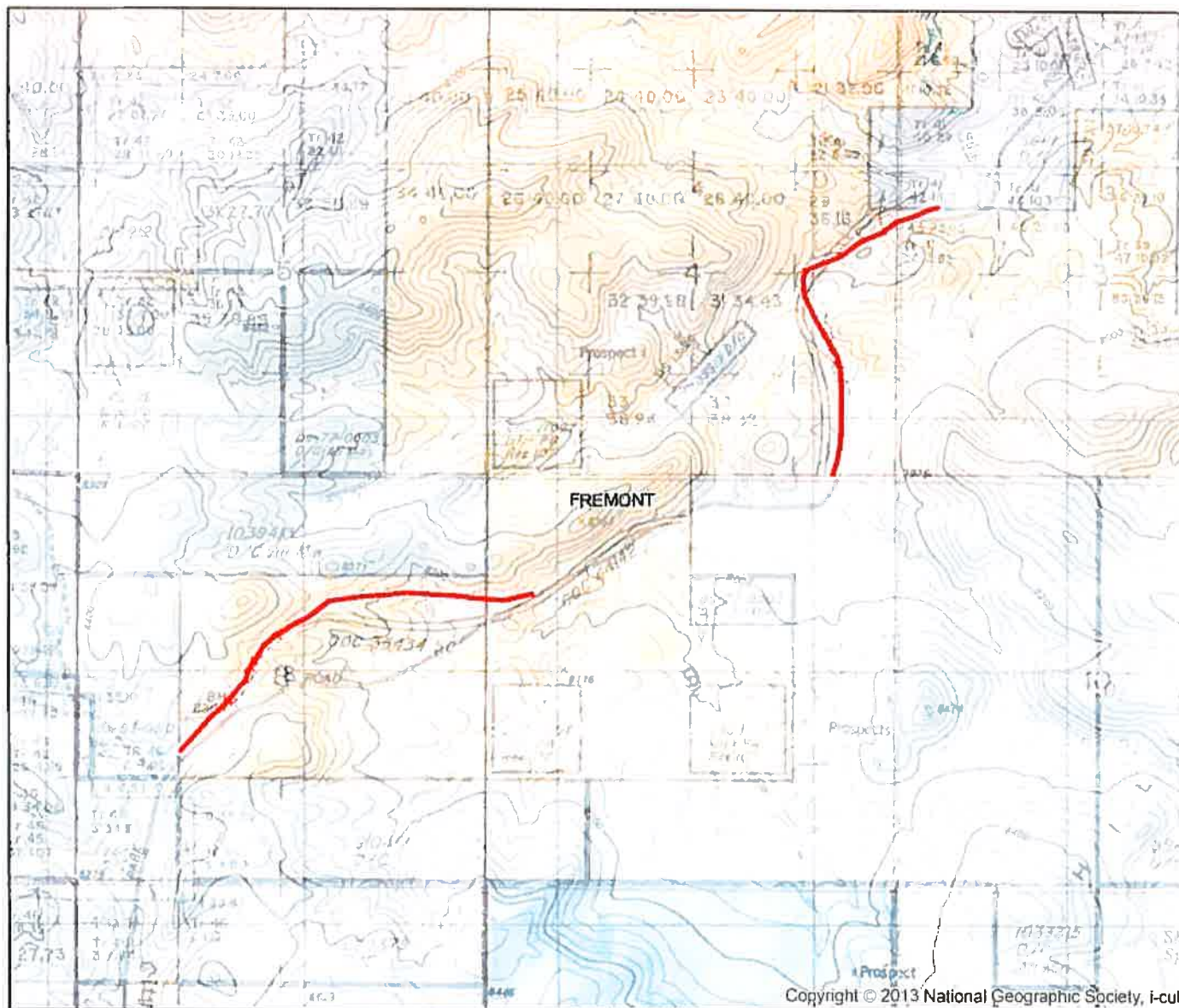
- Bureau of Land Management
- Private
- State
- State County, City, Areas

Road segments for renewal



For Official Use Only.
Disclosure of site locations prohibited (43 CFR 7.18).
No warranty is made by the Bureau of Land Management
as to the accuracy, reliability, or completeness of this data.
Original data was compiled from various sources.
This information may not meet National Map Accuracy Standards.
This project was developed through digital means and

COC-35434 Fremont County Renewal T 16South

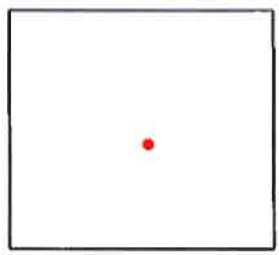


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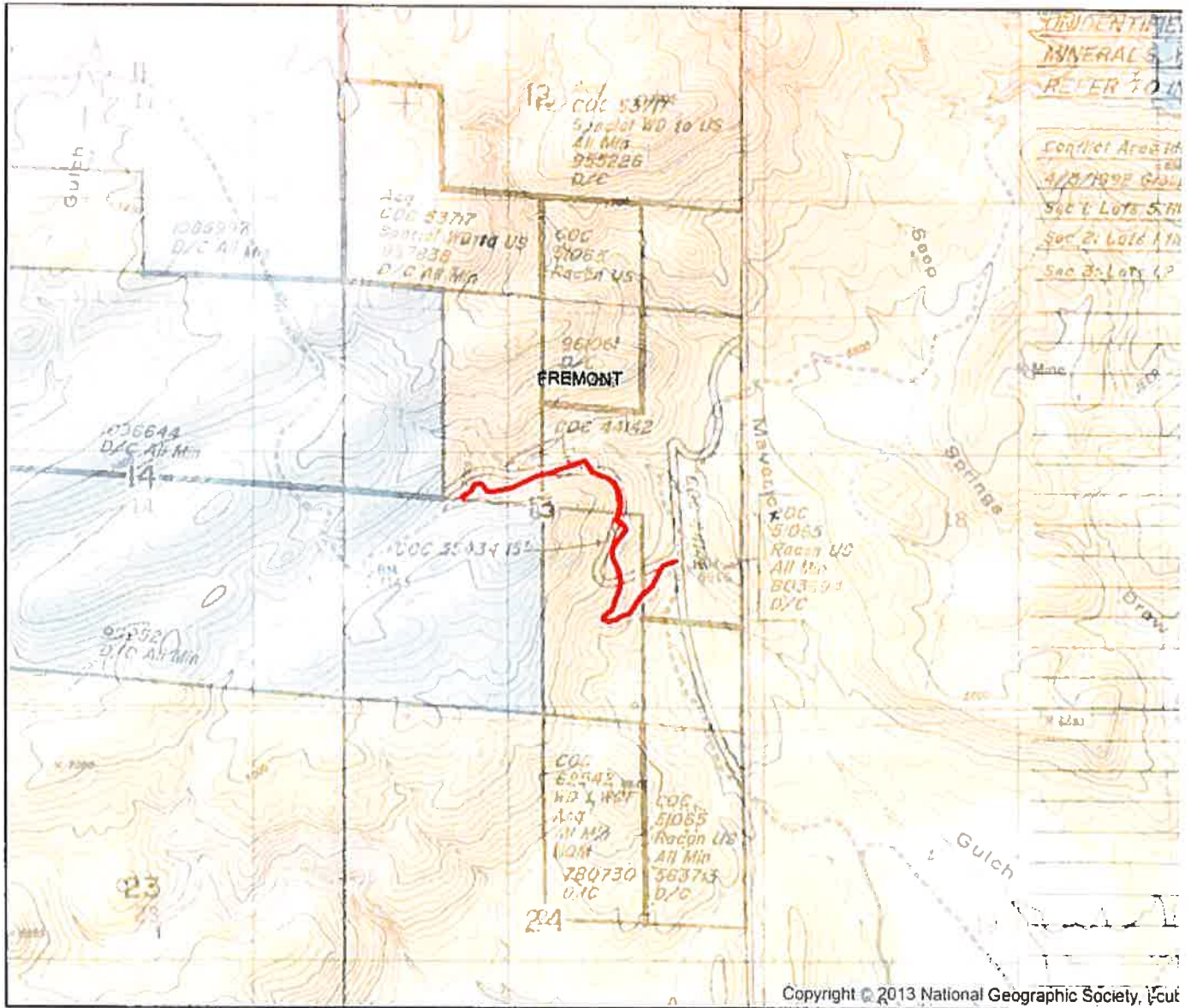
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- 16S., 71W. Roads
- BLM



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COC-35434 Fremont County Renewal T 17South




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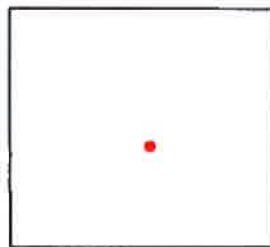
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Legend

 17S. 71W. Road

 BLM



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