



# United States Department of the Interior

IN REPLY REFER TO

## BUREAU OF LAND MANAGEMENT

Fairbanks District Office  
P.O. Box 1150  
Fairbanks, Alaska 99707

2800 (242j)  
F-80460

4 APR 1985

~~15 FEB 1985~~

~~4 MAR 1985~~

### RIGHT-OF-WAY

#### Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761), a nonexclusive, nonpossessory right-of-way to:

State of Alaska  
Department of Transportation  
and Public Facilities  
600 University Ave., Suite F  
Fairbanks, Alaska 99701

2. To use, subject to terms and conditions set out below, portions of the following described unsurveyed Public Land.

S $\frac{1}{2}$ SW $\frac{1}{4}$  of Sec. 31, T. 4 S., R. 30 W., Kateel River Meridian;

Sec. 18, S $\frac{1}{2}$ S $\frac{1}{2}$  of Sec. 17, S $\frac{1}{2}$ S $\frac{1}{2}$  of Sec. 16, N $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 21, NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 22, S $\frac{1}{2}$ S $\frac{1}{2}$  of Sec. 15, T. 5 S., R. 30 W., Kateel River Meridian;

NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 3, Sec. 2, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Sec. 1, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 11, Sec. 12, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Sec. 13, T. 5 S., R. 31 W., Kateel River Meridian.

3. Description of the right-of-way facility and purpose:

The right-of-way is a road from mile 53.4 of the Nome-Taylor Road to Pilgrim Hot Springs. The width is 60 feet (30 foot centerline) and the length is approximately 7 $\frac{1}{2}$  miles, containing approximately 55 acres. The road is necessary to facilitate development of Pilgrim Hot Springs.

A map showing the location of the right-of-way over the above described public land is attached hereto as Exhibit "A".

Terms and Conditions

Section B

- 1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.
- 2. If the right-of-way holder violates any of the terms and conditions to this grant, the authorized officer, after giving written notice may declare the grant terminated.
- 3. This grant is subject to all valid rights existing on the effective date of this grant.
- 4. There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under or adjacent to the land involved in this grant.
- 5. The right-of-way shall be relinquished to the United States if the authorized uses are no longer needed.
- 6. All other terms and conditions. Compliance will be in accordance with the terms and conditions as specified herein and in Exhibit "B", attached hereto and made a part hereof.
- 7. Rental.

None

8. This right-of-way grant is for 20 years, with the right of renewal, unless it is ~~relinquished, abandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation.~~

Section C

The effective date of this right-of-way grant is the date of execution by the authorized officer.

The undersigned agrees to the terms and conditions of this right-of-way grant:

The right-of-way grant is executed this 7 day of April, 1985

[Signature]  
(Name)

[Signature: Robert Bozue]  
(Authorized Officer)

4/14/85  
(Date)

Chief, Branch of Land Office (acting)  
(Title)

EXHIBIT "B"

STIPULATIONS

A. Health and Safety

1. During the construction, operation, maintenance, and termination of the system, the Holder shall conduct a surveillance and maintenance program designed to: provide for public safety; prevent damage to resources; prevent soil erosion; and maintain system integrity.
2. Holder shall conduct all activities in a manner that will avoid or minimize degradation of air, land and water quality. Toxic material shall not be released in any lake or water drainage. All construction work and subsequent use of the right-of-way shall be consistent with applicable Federal, State and local laws and regulations relating to safety, water quality, and public health. Mobile ground equipment shall be kept within the right-of-way and out of the waters of lakes, streams or rivers except as permitted by the Authorized Officer.
3. The Holder shall be allowed, with prior written approval from the Authorized Officer, to close the road to public access for limited periods during the construction phase of the project should it be necessary to do so to protect and ensure public health and safety. At all other times, the Holder shall permit free and unrestricted public access to and upon the right-of-way.
4. The Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides and rodenticides, and other similar substances) in all activities/operations under this Grant. The Holder shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location of or storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). If need for emergency use of pesticides is identified, the use must be approved by the Authorized Officer. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this Grant.
5. The Holder shall locate, handle, and store gas, oil, lubricants and other petroleum products in such a manner so as to prevent them from entering into and contaminating water sources and soil on public lands.
6. The Holder shall transport, store, handle, and use explosives and flammable materials in accordance with applicable Federal, State, and local laws and regulations.

B. Liability

1. The Holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this Grant.

C. Civil Rights

1. The Holder agrees not to exclude any person from participating in employment or procurement activity connected with this grant on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, the Holder further agrees to develop and submit to the proper reviewing officials specific goals and timetables with respect to minority and female participation in the employment and procurement activity connected with this grant. The Holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement activity connected with this grant. The Holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant. The Holder also agrees to post in conspicuous places on its premises which are available to the contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the Holder's equal opportunity obligations.

D. Protection

1. If cultural resources are discovered during operations under this grant, the Holder shall immediately bring them to the attention of the Authorized Officer. The Holder shall not disturb such resources except as may be subsequently authorized. Within two (2) working days of notification, the Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect cultural resources discovered. The cost of data recovery for cultural resources discovered during operation shall be borne by the BLM unless otherwise specified by the Authorized Officer of the BLM. All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.
2. Holder shall not use mechanical or chemical vegetal control measures in the riparian zone along Paystreak Creek. Any exceptions of this requirement must be approved in writing by the Authorized Officer.
3. The Holder shall protect all survey monuments, witness corners, reference monuments, and bearing trees within this right-of-way against disturbance during construction, operation, maintenance, and rehabilitation. If any monuments, corners, or accessories are destroyed, obliterated, or damaged during construction, operation, or maintenance, Holder shall secure the services of a Registered Land Surveyor to restore the disturbed monuments,

corners, or accessories, at the same location, using surveying procedures found in the Manual of Surveying Instructions for the Survey of Public Lands of the United States, latest edition. Holder shall record such survey in the appropriate county and shall send a copy to \_\_\_\_\_.

Cadastral Survey (920)  
Alaska State Office  
Bureau of Land Management  
701 C Street, Box 13  
Anchorage, Alaska 99513

4. The Holder shall, at all times during construction, maintenance, and operation, maintain satisfactory spark arresters on all steam and internal combustion engines, and on all flues used in operations under this grant.
5. The Holder shall extinguish, without expense to the government, all fires on or in the vicinity of the project set or caused by him or his employees whether set directly or indirectly as a result of construction operations.

E. Construction

1. All construction activities shall be confined to the minimum area necessary and shall not exceed the 60 foot right-of-way width granted herein.
2. No construction or maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in the excess of three inches deep, the soil shall be deemed to be too wet to adequately support construction equipment.
3. The Holder shall furnish an as built map within 60 days of the completion of construction. The map will include:

Bearing and distance of the centerline of the facility as constructed.

Ties to public land survey monuments at the beginning and the end of the project.

Exterior limits of the right-of-way.

North arrow.

Scale of map.

All subdivisions crossed within limits of the survey drawn and labeled.

4. The Holder shall seed cut slopes and other areas of bare soil created by its construction activities with native seed as directed by the Authorized Officer. No species of poppy shall be used.

5. The Holder shall place a culvert in Paystreak Creek of adequate size to allow uninterrupted water flow and prevent washouts.
6. The Holder shall terrace or grade cut banks to a 100% slope or less, and take other erosion control measures as determined by the Authorized Officer.

F. Rehabilitation

1. The Holder shall construct erosion control devices, such as water bars, terraces, relief culverts and ditches, silt traps, etc., as directed by the Authorized Officer.
2. The Holder shall maintain all erosion control devices in a usable condition as determined by the Authorized Officer.
3. Prior to abandonment of the facilities authorized by this grant, the Holder shall contact the Authorized Officer to arrange a joint inspection of the right-of-way. The inspection shall be held to agree on an acceptable abandonment and rehabilitation plan. The Authorized Officer must approve the plan in writing prior to the Holder commencing any abandonment and/or rehabilitation activities. The plan may include removal of drainage structures or surface material; recontouring; replacement of top soil; seeding, mulching, etc.

G. Maintenance

1. The Holder shall provide maintenance so that at the termination of this grant the road will be in a condition equal to the normally prevailing condition on roads of like standard, and unless otherwise agreed to, leadoff drainage and water barriers to prevent erosions will be constructed on the road as directed by the Bureau.
2. The Holder shall be responsible for preventive and corrective road maintenance from the beginning to completion of operations under this grant. This may include, but not be limited to, blading the roadway, cleaning ditches and drainage facilities, dust abatement, and other requirements as directed by the Authorized Officer.

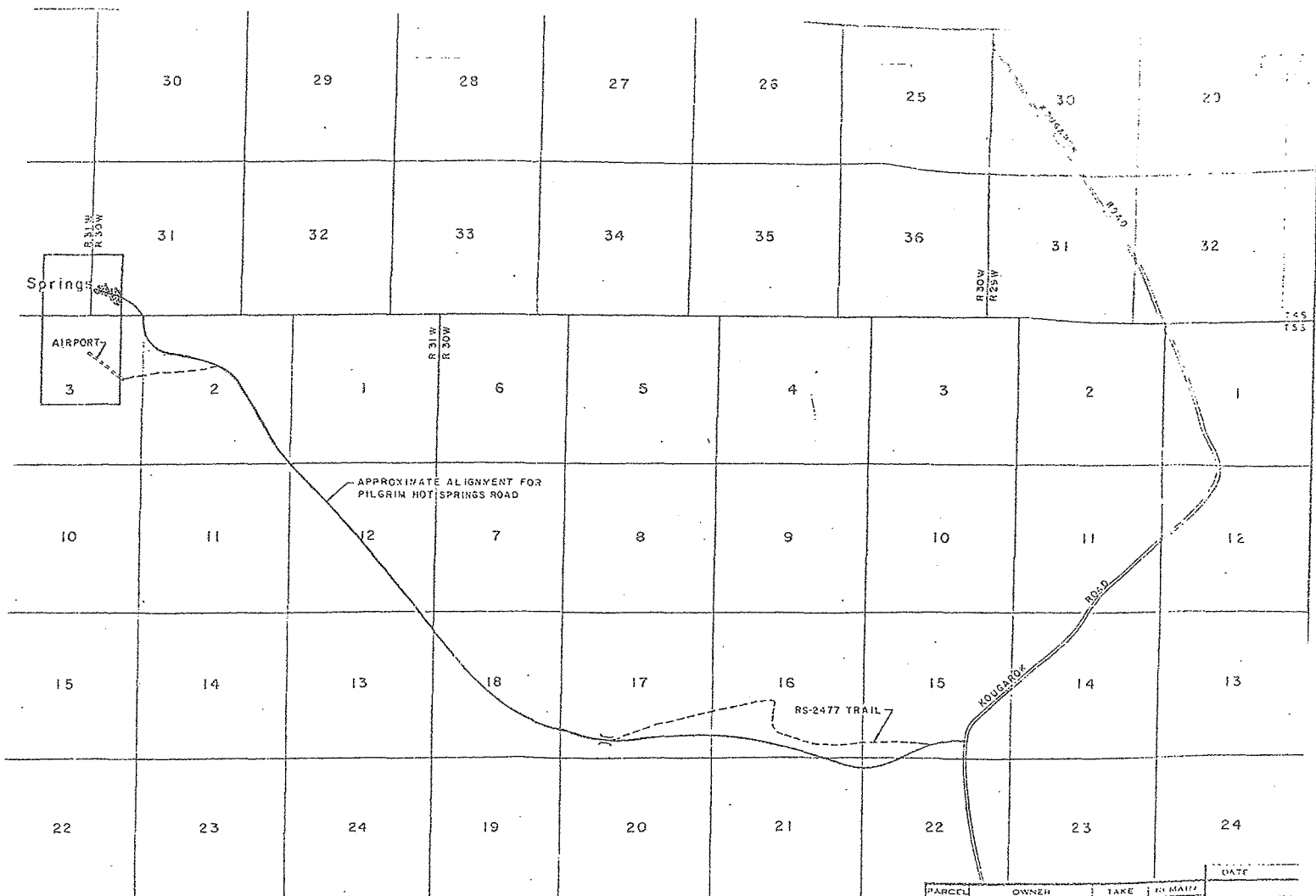


Exhibit 1/11

PARCEL	OWNER	TAXE	RE MAIL	DATE

STATE DEPARTMENT

P.U.