

0026



United States Department of the Interior

IN REPLY REFER T

2800
U-39779
(U-942)

BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
University Club Building
136 East South Temple
Salt Lake City, Utah 84111

DECISION

⋮

Right-of-Way Granted

Details of Grant

Serial number of grant:	Utah 39779
Name of Grantee:	Plateau Mining Company P. O. Drawer PMC Price, UT 84501
Map showing the location and dimensions of grant	Plateau Mining Company Access Road right-of-way application
Map designations:	Starpoint No. 2 Mine
Date filed:	July 31, 1978
Permitted use by grantee:	Access road for coal mining
Authority for grant:	Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761)
Date of grant:	17 APR, 1979
Expiration date of grant:	16 APR, 2009
Rental	
Amount:	\$25.00 rental deposit for one year Rental Amount not yet determined.
When payable by grantee:	

Terms and conditions of the grant are set forth on the following pages.



Terms and Conditions of Right-of-Way Grant

Serial Number U-39779

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964, (29 F.R. 10526), and amended and redelegated, a right-of-way, bearing the above referenced serial number, is hereby granted, subject to the following terms and conditions:

1. Applicable regulations in 43 CFR, Subpart 2801, 2802, 43 CFR Part 17, and all valid rights existing on the date of the grant.
2. Proof of Construction - To be submitted upon completion of construction or not later than five years from approval of right-of-way.
3. Any other or subsequent use by Grantee or others of lands or facilities granted under this right-of-way must be authorized by this office.
4. Equal Opportunity Clause - This grant is subject to provisions of Executive Order No. 11246 of September 24, 1965, and the attached "Equal Opportunity Clause" is made a part of the grant.
5. There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.
6. This right-of-way may be renewed. If renewed the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
7. Indemnification of the United States - The Grantee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of BLM administered lands under this right-of-way.
8. Notification - The Grantee shall schedule a preconstruction conference with the construction foreman, designated liaison officer and the Bureau of Land Management. The purpose of this conference will be to review these stipulations, the "construction, operation, and maintenance plan," and the "reclamation and stabilization plan."

The Grantee will notify the BLM District Manager seven (7) days in advance of his intent to commence each and every field operation associated with this right-of-way grant.

9. Access Roads to Accommodate Construction and Maintenance - Unless authorized in writing by the Authorized Officer, travel is restricted to the right-of-way.

Vehicle travel for engineering and construction purposes will be prohibited during spring thaw and runoff when roads and soil are muddy to avoid rutting, soil damage and possible soil movement.

All construction roads shall be flagged and all travel shall be confined within the flagged areas. The right-of-way shall be limited to 100 feet, 50 feet on either side of a center line and will be flagged as to fully identify the travel area.

All access roads constructed on public land outside the limits of this right-of-way grant must be applied for and authorized in accordance with applicable regulations.

10. Improvements - Disturbance of improvements such as fences, roads, watering facilities, etc., encountered during the construction and maintenance of the right-of-way must be kept to an absolute minimum. The Grantee is required to immediately restore any damaged improvements to at least their former state. Functional use of these improvements must be maintained at all times. When necessary to pass through a fence line, the fence must be braced on both sides of the passageway prior to cutting of the fence. Four-inch timbers or larger must be used for the bracing timber. A gate acceptable to the District Manager must be installed in the gate opening and kept closed when not in actual use. Where a permanent road is to be constructed or maintained, cattleguards will be placed at all fence crossings.

11. Historical, Archaeological and Paleontological - Preservation of historical, archaeological and paleontological resources shall be achieved wherever feasible by avoidance and facility relocation. This shall be accomplished by a complete cultural resource field survey to be performed at the Grantee's expense after impact locations, access roads, and other facilities have received final design and been clearly marked on the ground by staking.

Where avoidance of these resources is not possible, testing or salvage excavations of an extent commensurate to the significance of the site(s) involved shall be performed in accordance with proposed guidelines for Recovery of Scientific, Prehistoric, Historic and Archaeological Data: Methods, Standards, and Reporting Requirements (proposed 36 CFR Part 66) and at the Grantee's expense.

The Grantee shall cease construction if previously undiscovered buried cultural resources are encountered after construction commences. Work will be stopped until appropriate action (salvage, rerouting, or other protection) is determined by the Bureau of Land Management.

The Grantee shall incur responsibility for any actions of his personnel, contractor, or contractors' employees resulting in damage to or disturbance of archaeological, historical or paleontological resources including surface collecting of artifacts.

12. Site Restoration - The Grantee will submit a "Reclamation and Stabilization Plan" acceptable to the Authorized Officer for the side-slopes, prior to the commencement of construction activities. Plans should include types of stabilization structures, seeding, fertilizing, and mulching methods.

All public land areas where soils and surface materials are disturbed through construction or other actions incident to project operations will be restored to their natural state insofar as practicable by water barring, scarifying, leveling, or other practices as prescribed by the Authorized Officer and to his satisfaction. Topsoil will be stockpiled when possible, then replaced for rehabilitation.

All construction materials and waste must be removed from the area and deposited in authorized sanitary landfills.

13. Construction and Maintenance Plans - Grantee shall submit a "Construction, Operation and Maintenance Plan", to the Authorized Officer, which must be approved by the Authorized Officer prior to the beginning of construction activities.

Maintenance inspection intervals will be established so that routine maintenance will occur when access roads are firm, dry or frozen.

During construction there will be periodic inspections by the Authorized Officer to ensure compliance. A post-construction inspection and conference will be held between the Grantee and the Authorized Officer to assure that construction and restoration have been completed in accordance with this grant and, if not, to determine how inconsistencies shall be rectified.

The Grantee shall comply with applicable Federal and State laws and regulations issued thereunder, existing or hereafter enacted or promulgated, affecting in any manner construction, operation, maintenance or termination of the right-of-way grant to include all applicable regulations in 30 CFR Chapter VII, Subchapter K, Part 817.

If Grantee or its contractors require materials from public lands, application shall be made under applicable regulations for such materials.

Before construction may commence, Grantee shall designate a representative for field operations who shall be the sole field representative of Grantee and Grantee's contractors in dealings with the Authorized Officer. Said representative shall be empowered on behalf of Grantee and Grantee's contractors to communicate with the Authorized Officer and to receive and comply with all communications and decisions of the Authorized Officer.

14. Protection of Game and Nongame Wildlife Species - The Grantee will comply with existing Federal, State and County laws as concerned with the protection and preservation of raptors, game and nongame wildlife species.

No construction activities will be allowed in wildlife habitat areas during critical seasons of use as determined by the Authorized Officer.

15. Environmental Protection and Enhancement - The Grantee will comply with all Federal and State regulations and laws pertaining to water quality, public health, and public safety.

Water used for construction purposes taken from streams and other bodies of water along with the right-of-way will be limited to volumes that will not cause harm to the natural ecosystems or aesthetics of the area.

Soil or other materials that have been excavated during construction and not used will be evenly backfilled onto the excavation area.

Trees, shrubs, grass, and natural features that are not removed will be protected to the fullest extent possible from damage during construction.

The Grantee shall abide by the regulations under Executive Order 11514 and the National Environmental Policy Act of 1969 for the protection and enhancement of environmental quality.

16. Public Access - During construction, Grantee shall regulate access and vehicular traffic as required to facilitate construction operations and to protect the public, wildlife, and livestock from hazards associated with the project. For this purpose, Grantee shall provide warnings, flagmen, barricades and other safety measures as circumstances require.

Grantee will be responsible for providing and installing caution and regulatory signs that are necessary for the safety of users of access roads.

Grantee shall permit free and unrestricted public access to and upon the right-of-way for all lawful and proper purposes, except in areas designated as restricted by Grantee with the consent of the Authorized Officer in order to protect the public safety or facilities constructed on the right-of-way.

Grantee acknowledges and agrees that the grant of this right-of-way is subject to the express condition that the exercise thereof will not unduly interfere with the management, administration or disposal by the United States of the lands affected thereby, or the full and safe utilization thereof by the United States, for necessary operations incident to such management, administration or disposal. Grantee agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required by the project for purposes which are not in conflict with Grantee's use of the right-of-way.

17. Fire Protection - Grantee will be responsible for prevention and suppression of all uncontrolled fires that are caused by any operation of the Grantee associated with the survey, construction, use or maintenance of this right-of-way. Grantee will be billed by the Bureau of Land Management for fire suppression and fire rehabilitation costs resulting from uncontrolled burning of right-of-way material.

Grantee will do everything reasonable, both independently and/or upon request of the Authorized Officer to prevent and suppress fires on or near lands to be occupied under the right-of-way, including making available such construction and maintenance forces as may be reasonably obtained for suppression of such fires.

18. Poisonous Substances - Grantee agrees that in all his operations under this grant he shall comply with the applicable Federal and state laws and regulations concerning the use of poisonous substances, including insecticides, herbicides, fungicides, rodenticides and other similar substances. Prior to the use of such substances on or near the right-of-way, the Grantee shall obtain from the Authorized Officer approval of a written plan for such use. The plan shall state the type and quantity of material to be used, the pest to be controlled, the method of application and such other information as the District Manager may require. All use of such substances on or near the right-of-way shall be in accordance with the approved plan. If the use of a poison is prohibited by the Secretary of the Interior, it shall not be used. If use of a poison is limited by the Secretary of the Interior, it shall be used only in accordance with that limitation.

19. Cadastral Survey Corners and Monuments - Where the right-of-way includes public lands on which are located cadastral survey monuments and markers the Grantee will avoid disturbance or removal of such monuments and markers. Where specific construction operations require such removal and relocation the Grantee will advise the BLM of such need and relocation, which will be accomplished in accordance with detailed instructions set forth by the State Director, Bureau of Land Management.

20. Compliance - When all development and rehabilitation have been completed, a joint compliance check of the right-of-way will be made by the Grantee and the Authorized Officer to determine compliance with the terms and conditions of this grant. Grantee will perform at his own expense any required modifications or additional reclamation work needed to comply with the terms of this grant.

Grantee shall construct and maintain right-of-way facilities and structures in strict conformity with the descriptive and technical data which it has heretofore furnished the Bureau of Land Management in connection with its application for the road and in the construction, operation and maintenance plan. Construction or maintenance activities which are not in accord with such data may not be initiated without the prior written approval of the Authorized Officer. Approval of variances will not be given unless the need therefore is fully justified by Grantee.

If at any time hereafter Grantee wishes to reconstruct, remodel or relocate any portion of the right-of-way hereby granted, or any of the improvements thereon, the prior written approval of the Authorized Officer must be obtained. No such approval will be given unless the request is fully justified by Grantee and is authorized by law. Where necessary, Grantee shall make application under appropriate regulations.

With regard to location, construction and maintenance of the right-of-way, (1) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them; (2) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them; (3) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee; (4) Grantee shall require its agents, contractors and sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors, and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.

21. Right-of-Way Identification - Grantee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with the construction or maintenance of this right-of-way must be conducted within the limits of this right-of-way. Removal of the markings will be at the discretion of the Authorized Officer.

22. The Grantee shall make every reasonable effort to avoid or minimize dust problems.

23. The Grantee shall construct the road in a condition satisfactory to the Authorized Officer. See Attachment A.

24. The Grantee shall provide a compliance bond in the amount of \$20,000.00, made payable to the United State Government, to insure compliance with these terms and conditions. This bond shall remain in effect until final completion of the right-of-way and for at least six (6) months thereafter.

/S/ VIRGINIA HALVERSON

Chief, Lands Section
Utah State Office
Bureau of Land Management

Enclosures
Survey Map
Form 1140-2
Form USO 2800-7
Attachment A (Road Construction Specification Sheet)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of

September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

UREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
PROOF OF CONSTRUCTION

Serial No. _____

_____ states that he is the chief engineer or was employed
(name of engineer)
to supervise or check the construction of the _____
(type of right-of-way)
_____ for the _____; that said _____
(company)
_____ has been constructed under his supervision;
(type of right-of-way)
that construction was commenced on the _____ day of _____, 19____,
and completed on the _____ day of _____, 19____; that the constructed
right-of-way as aforesaid conforms to the map which received the approval of
the Department of the Interior on the _____ day of _____, 19____.

(Signature of engineer)

I, _____ certify that I am the _____
(company officer) (title)
of the _____; that the _____
(company) (type of right-of-way)
_____ was actually constructed as set forth in the above state-
ment of _____, chief engineer, and on the exact location
(name)
represented on the map approved by the Department of the Interior on the _____
day of _____, 19____; and that the company has in all things complied
with the requirements of the Act of _____
granting rights-of-way for _____
(type of right-of-way)
through public lands of the United States.

(SEAL)

(Signature of applicant)

(Title)

(Company)

Attest:

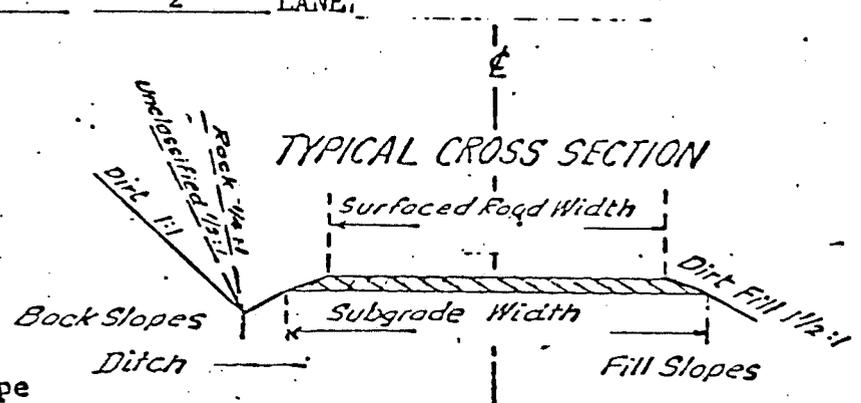
(General minimum specifications subject to revision if approved by the Authorized Officer of the Bureau of Land Management)

ROAD CONSTRUCTION SPECIFICATION SHEET

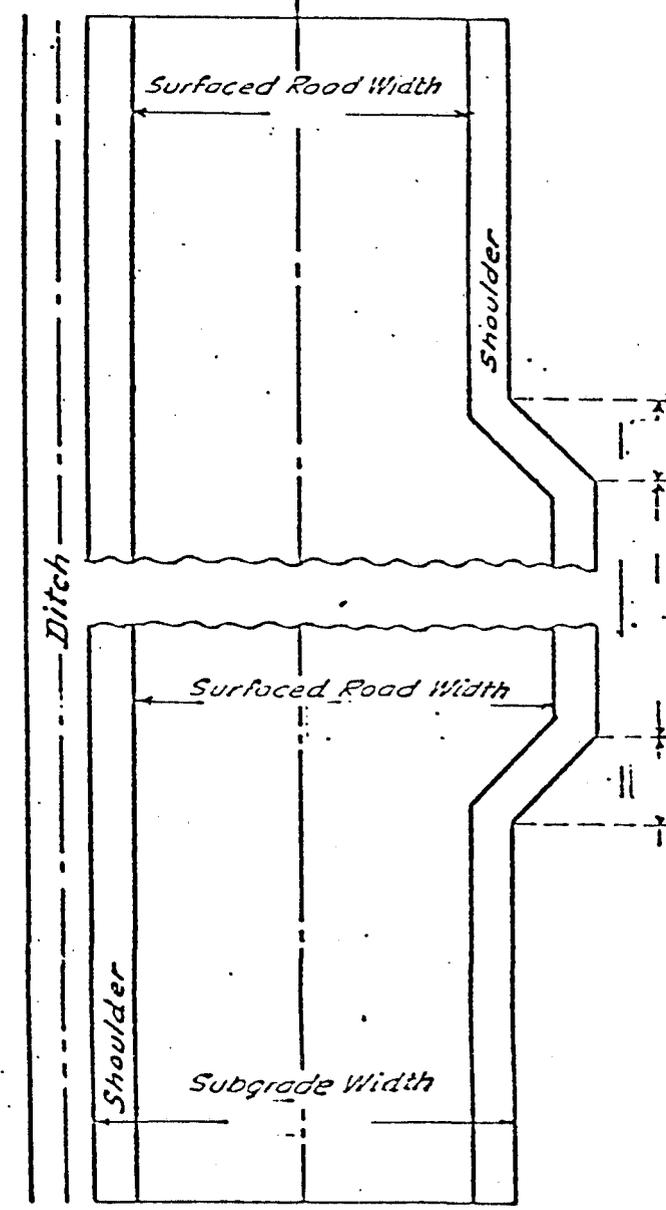
U 39779

SPECIFICATIONS

<u>Alignment</u>			
Minimum Radius	<u>57</u>	CLASS	<u>2</u> LANE
<u>Gradient</u>			
Favorable	<u>0</u>		
Adverse	<u>10</u>		
<u>Width</u>			
Surfacing	<u>30</u>		
Subgrade	<u>32</u>		
Shoulders	<u>1</u>		
Ditches *	<u>3</u>	plus	back slope
<u>Turnouts - Intervisible</u>			
Surfaced width	<u> </u>		
Subgrade width	<u> </u>		
Shoulders	<u> </u>		
Ditches *	<u> </u>	plus	back slope



TYPICAL TURNOUT CROSS SECTION



*In addition to subgrade width
(1)

<u>Surfacing</u>	
Base	<u> </u> " Minus
	<u>6</u> " Minimum depth
Top	<u> </u> " Minus
	<u>2</u> " Minimum depth

Drainage

Culverts - CMP-Concrete-Log
Minimum diameter, 15 inches

Ditches - Max. depth 1 ft. before surfacing. 3 to 1 slope from road.

All ditches and culverts to be cleaned at termination of contract.

Clearing

10 feet beyond cuts and 10 ft. beyond fills. All snags and danger trees which will reach R/W to be felled and disposed of at direction of Officer-in-Charge.

Grading

Back slopes - Rock 1/4: 1
Unclassified 1/2 : 1
Dirt 1 : 1

Fill slopes - 1 1/2 : 1 or angle of repose

Crown - 3 " with no super elevation on curves.

Road to be graded and clear of obstructions at termination of contract.

Special Provisions

(1) Optional if approved by the Bureau of Land Management

Culvert List

Station	Size		
13 + 68	15"	49 + 36	15"
19 + 68	15"	55 + 01	15"
23 + 51	15"		
29 + 36	15"		
34 + 00	15"		