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United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Moab District
Price River Resource Area
P. O. Drawer AB
Price, Utah 84501IN REPLY
REFER TO:
2840
SL-015794
(U-066)

JUL 20 1984

Mr. D. Gilson
970 University Club Building
136 E. South Temple
Salt Lake City, UT 84111

Dear Mr. Gilson:

Enclosed is excuted right-of-way amendment SL-015794. Also enclosed is a Notice to Proceed on the construction of the proposed spur authorized in the amendment.

Thank you for your quick response on this amendment. We look forward to working with the Utah Railway Company on this project.

Sincerely yours,

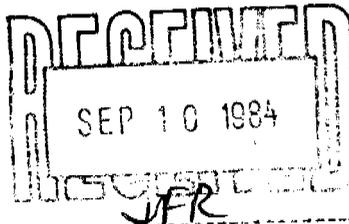
Leon E. Berggren
Area ManagerEnclosures (2)
1-Amended Right-of-Way SL-015794
2-Notice to Proceed

UTAH RAILWAY COMPANY

RECEIVED

JUL 23 1984

SALT LAKE CITY, UTAH





United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Moab District
Price River Resource Area
P. O. Drawer AB
Price, Utah 84501

IN REPLY
REFER TO:
2840
SL-015794
(U-066)

Utah Railway Company :
970 University Club Building : Right-of-Way Amendment
136 East South Temple : SL-015794
Salt Lake City, UT 84111 :
.....

NOTICE TO PROCEED

You are hereby notified to proceed with work associated with amended right-of-way SL-015794.

Lee E. Bugger
Area Manager

July 20, 1984
Date

Holder's Acknowledgement

July 23, 1984
Date

D. Gilson
Signature of Recipient

D. Gilson
Executive Vice President
Name and Title



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Moab District

Price River Resource Area

P. O. Drawer AB

Price, Utah 84501

IN REPLY
REFER TO:

2840

SL-015794

(U-066)

Right-of-Way Amendment

SL-015794

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 amendment to:

Utah Railway Company
970 University Club Building
136 East South Temple
Salt Lake City, Utah 84111

In case of change of address the holder shall immediately notify the Authorized Officer.

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

Salt Lake Base and Meridian, Utah
T. 15 S., R. 8 E., Section 11, $S\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$,
 $SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$; Section 14; $SW\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}$, Section 15, $NE\frac{1}{4}NE\frac{1}{4}$,
 $SE\frac{1}{4}NE\frac{1}{4}$.

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

The amendment is for the purpose of constructing, operating, and maintaining a railroad spur. The amendment authorizes the use of all public lands outside the current 200 foot right-of-way shown on plan and profile sheets submitted June 26, 1984. The public lands authorized for use are within the lines designated "approximate earthwork limits." The holder shall provide a centerline survey map noting these areas as constructed.

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 amendment is subject to all valid rights existing on the effective date of this amendment.
4. There is hereby reserved to the Authorized Officer the right to grant additional rights-of-way or permits for compatible uses, on, over, under, or adjacent to the lands involved in this amendment.
5. The holder shall comply with the applicable Federal and State laws and regulations concerning the uses of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this amendment. 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 for 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). Emergency use of pesticides may occur. The use of substances on or near the right-of-way 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 amendment.
6. The holder agrees not to exclude any person from participating in employment or procurement activity connected with this amendment 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 official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this amendment. The holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this amendment. Affirmative action will be taken by the holder to assure all minorities or women applicants receive full consideration of all employment opportunities connected with this amendment. The holder also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and 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 company's equal opportunity obligations.
7. The holder shall indemnify the United States against any liability for damage to life and property arising from the occupancy or use of public lands under this grant.

8. All survey monuments, witness corners, reference monuments and bearing trees must be protected against destruction. Any damaged or obliterated markers must be reestablished in accordance with accepted survey practices at the expense of the Holder.

9. The holder acknowledges and agrees that the grant of this right-of-way amendment is subject to the express condition that the exercise thereof will not duly 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. The holder agrees and consents to the occupancy and use by the United States, its grantees, permittees or lessees of any part of the amended right-of-way not actually occupied or required by the project for purposes which are not in conflict with holder's use of the right-of-way.

10. If at any time hereafter the holder 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. Approval will not be given unless the request is fully justified by the holder and is authorized by law.

11. The holder shall comply with all State and Federal regulations and laws pertaining to water quality, public health and safety, and environmental protection. Compliance shall be made with State standards when those standards are more stringent than Federal standards.

12. Prior to any new surface disturbing activity the holder shall insure a survey and inventory of archaeological, paleontological and historical sites within the area to be disturbed has been made. Results of this survey shall be provided to the Authorized Officer. The Authorized Officer may require the holder to relocate proposed facilities in order to avoid destruction of archaeological, paleontological, or historical values or to delay construction until salvage operations are completed. All costs of inventory, survey and salvage operations will be borne by the holder. All salvage shall remain the property of the United States and will be turned over to the Bureau of Land Management.

13. During construction the holder shall immediately discontinue any operation under this grant upon receipt of written notice from the Authorized Officer that due to weather or soil moisture conditions such operation will cause excessive damage to soil. The Authorized Officer shall notify the holder in writing when such operations may resume.

14. The holder shall schedule and attend a preconstruction conference with the Authorized Officer within the 30 days prior to construction. The holder's contractor shall be present at this meeting. Purpose of the meeting is to review the terms and conditions of the grant.

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

16. With regard to location, construction and maintenance of the right-of-way, (1) The holder 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 the holder by these terms and conditions are also imposed upon the holder's agents, employees, contractors, and sub-contractors, and the employees of each of them; (3) failure or refusal of the holder's agents, employees, contractors, sub-contractors to comply with these terms and conditions shall be deemed to be the failure or refusal of the holder; (4) the holder 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.
17. If the Authorized Officer determines that an immediate temporary suspension of activities is necessary for violation of the terms and conditions of the right-of-way authorization to protect public health or safety or the environment, he/she may give an immediate temporary suspension order. This order may be oral or in writing at the site of the activity to the holder, contractor, subcontractor or to any representative, agent, employee or contractor of the holder, and the suspended activity shall cease at that time. As soon as practical, the Authorized Officer shall confirm an oral order by a written notice to the holder addressed to the holder or the holder's designated agent.
18. Prior to construction of authorized facilities on the right-of-way the holder shall submit a compliance bond (surety) in the amount of \$20,000.00.
19. The holder shall notify the BLM Price River Area Manager at least 30 days in advance of his intent to commence any field operation associated with this right-of-way amendment.
20. Prior to beginning construction, the holder shall be in receipt of a Notice to Proceed from the Authorized Officer.
21. When all required improvements have been completed, a joint compliance check of the right-of-way shall be made by the holder and the Authorized Officer to determine compliance with the terms and conditions of this grant. The holder shall perform at his own expense any required modifications or reclamation work needed to comply with the terms of the grant.
22. The holder shall submit to the Authorized Officer proof of construction within two (2) years from the effective date of the right-of-way amendment.
23. The right-of-way amendment shall be relinquished to the United States if the authorized uses are no longer needed.
24. 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.

25. Rental: \$25.00 advanced rental fee. Actual charges shall be determined after a determination of actual acreage occupied by the right-of-way amendment. Charges for these uses may be made or readjusted whenever necessary to place the charges on the basis of fair market value of uses authorized by this amendment. This right-of-way amendment is not in force unless the holder has paid the rental fee in advance.

26. Term of Amendment: Perpetuity.

Section C

The effective date of this right-of-way amendment is the date of execution by the Authorized Officer.

The undersigned agrees to the terms and conditions of the right-of-way amendment.

The right-of-way is executed this 20 day of July, 1984.

None
Termination Date

Leon E. Buzzus
Area Manager

UTAH RAILWAY COMPANY

Name of Organization, Company, or Corp.

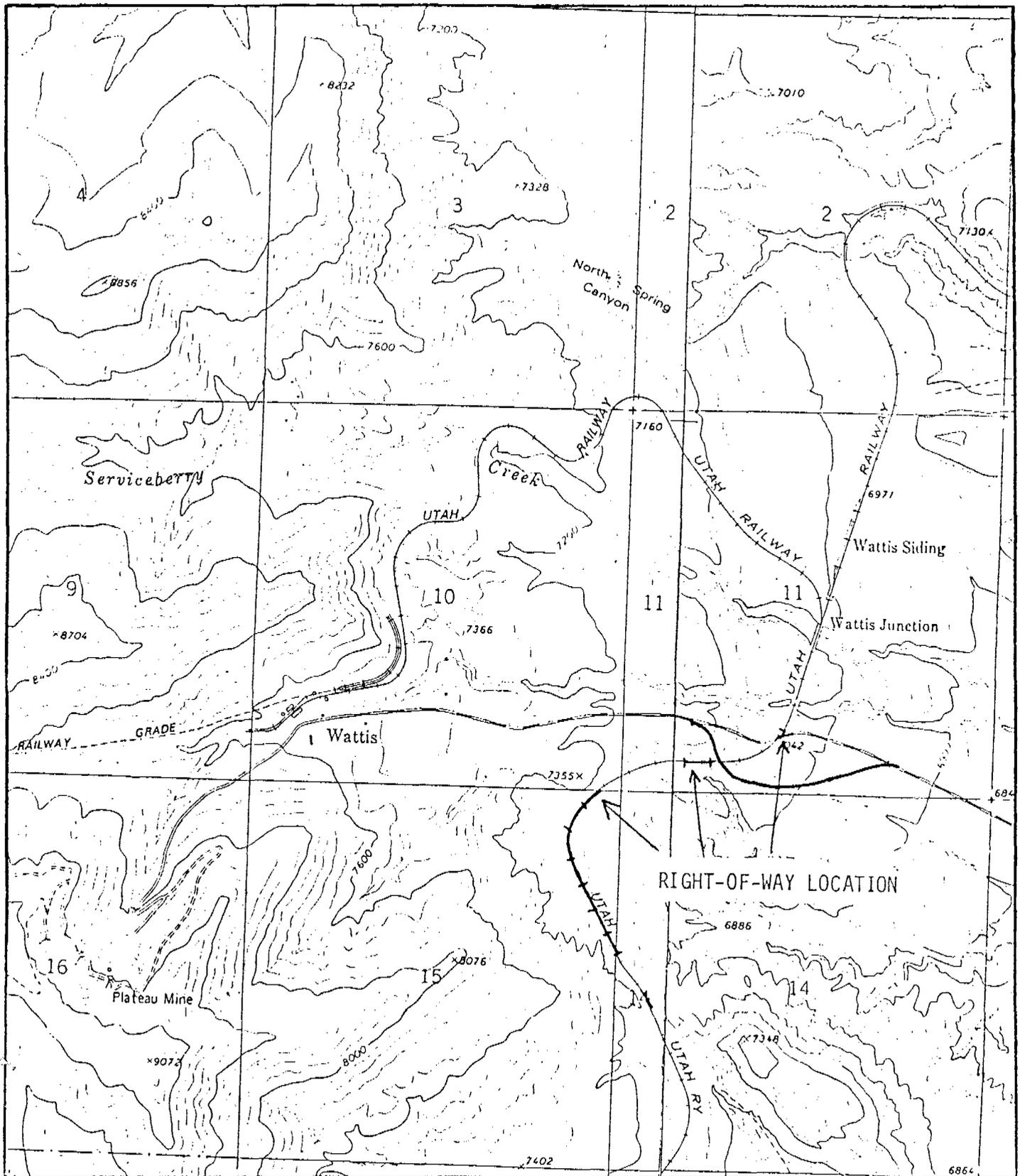
By: D. Gilson
D. Gilson

Title: Executive Vice President

Date: July 19, 1984

Exhibit A

T. 15
S.



Wattis and Pinnacle Peak, Utah, 7 1/2 Minute USGS Quads
Showing Right-of-Way Location

Exhibit B

1. Disturbance of improvements such as fences, watering facilities, cattle guards, etc. encountered during construction of the right-of-way must be kept to an absolute minimum. The holder is required to immediately restore any damage to improvements to their former state. Functional use of these improvements must be maintained at all times.
2. During construction, the holder shall regulate public access and vehicular traffic as necessary to protect the public, wildlife, and livestock from hazards associated with the project. For this purpose, the holder shall provide warnings, flagmen or barricades as requested by the Authorized Officer.
3. The holder shall remove and dispose of all waste material including trash, scrap metal, oil, grease, chemicals and similar substances in accordance with local, State, and Federal laws and regulations. Under no circumstances shall public land be used for waste disposal.
4. The holder shall conduct his construction operations so as to minimize soil erosion and damage in connection with all operations authorized under this grant including but not limited to construction of water bars, cross ditches, or other structures in accordance with plans and specifications approved by the Authorized Officer.
5. The holder shall submit a detailed construction and rehabilitation plan to the Authorized Officer prior to construction. The plan shall include but is not limited to: 1) A time schedule for each phase of construction; 2) Proposed blasting schedule; 3) Proposed source of construction fill material and access routes required for haulage; 4) Proposed location of equipment and material storage yards, borrow areas, staging areas, construction camps, parking lots, etc.; 5) Detailed plans showing the location and description of erosion control structures.
6. Topsoil shall be removed and stockpiled prior to construction from all areas where new disturbance will occur. Topsoil depth shall be determined by a soil scientist or other qualified soils specialist. Depth determinations shall be made using agricultural criteria (A-B horizons) not engineering criteria. A report detailing depth determinations shall be submitted prior to construction. Depth of topsoil to be removed shall be determined by the Authorized Officer. All topsoil removed for storage shall be stockpiled on the right-of-way and protected from wind and water erosion, unnecessary compaction, and contaminants. When reclamation operations commence, topsoil shall be evenly distributed over the final prepared site. Soil nutrients or other amendments may be required if, in final reclamation, soil test indicate the need for same.
7. The holder shall reclaim areas disturbed by construction operations not required for operation or maintenance of the railroad track. Reclamation may consist of recontouring, installation of erosion control structures, seeding, fertilizing, mulching, or other requirements, to stabilize and restore the areas. Detailed reclamation requirements including methods and timing of reclamation shall be determined after construction has taken place.

8. The holder shall plan and employ fugitive dust control measures as an integral part of construction, maintenance, and reclamation operations. The Authorized Officer may require watering or use of chemical dust suppressants if dust levels become high.

9. Prior to construction the holder shall flag the exterior boundaries of the right-of-way. Flagging shall be at close enough intervals so that the right-of-way boundary is readily visible.

10. The holder shall mitigate impacts to mule deer critical winter range through enhancement of adjacent habitats. For every acre of surface disturbed habitat associated with the project under permit, the holder shall enhance one acre of adjacent critical winter range. Enhancement method shall be interseeding with browse and forb seed. Enhancement area, plant species and application rates shall be determined by the Authorized Officer. The project design shall be supplied to the holder 60 days prior to initiation of project work (October 15 through December 15). Expenses for enhancement need not exceed \$250 per acre.