

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
TEMPORARY RIGHT-OF-WAY GRANT

SERIAL NUMBER COC-62483

1. A temporary right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:

South T-Bar Ranch LLC  
216 North Spruce  
Colorado Springs, Colorado 80901

receives a right to construct, operate, maintain, and terminate an access road across public lands described as follows:

T. 17 S., R. 73 W, Sixth Principal Meridian, Colorado  
Section 28: SE $\frac{1}{4}$ SE $\frac{1}{4}$
  - b. The right-of-way or permit area granted herein is 50 feet wide and 1450 feet long. The right-of-way area contains 1.66 acres, more or less.
  - c. This instrument shall terminate on April 30, 2001 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 be renewed for an additional one year term. 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 part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. The stipulations, plans, maps, or designs set forth in Exhibits A, B, C, D, E, F, G, and H, dated April 9, 1999, 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.
- d. 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.
- e. 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.
- f. The right-of-way granted herein cannot be conveyed, assigned, or otherwise transferred, in whole or in part, without prior written approval by the Bureau of Land Management. Any transfer will be subject to current regulations and such other terms, conditions and stipulations deemed necessary at the time of approval of such transfer.
- g. The holder of a right-of-way agrees that he shall at all times keep the authorized officer of the Bureau of Land Management informed of his address, and, in case of corporation, of the address of its principal place of business and of the names and addresses of its principal officers.
- h. The holder of a right-of-way agrees to file an amended application with the authorized officer of the Bureau of Land Management if there is a substantial deviation in location or use of an authorized grant.

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

Adelle M. Swift  
(Signature of Holder)

Business Manager  
(Title)

4/16/99  
(Date)

Paul Truettich

(Signature of Authorized Officer)

Acting Area Manager  
(Title)

4-16-99  
(Effective Date of Grant)

### Standard Stipulations

1. The holder shall immediately bring to the attention of the authorized officer any and all antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins or artifacts discovered as a result of operations under this right-of-way grant. The holder shall immediately suspend all activities in the area of the object and shall leave such discoveries intact until told to proceed by the authorized officer. Approval to proceed will be based upon evaluation of the cultural significance of the object. Evaluation shall be by a qualified professional selected by the authorized officer from a Federal agency insofar as practicable. When not practicable, the holder shall bear the cost of the services of a non-Federal professional. The holder shall follow the mitigation requirements set forth by the authorized officer concerning protection, preservation or disposition of any sites or material discovered. In those situations where the authorized officer determines that data recovery and/or salvage excavations are necessary, the holder shall bear the cost of such data recovery and/or salvage operations.

2. The holder shall comply with the applicable Federal and state laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities and/or operations under this right-of-way 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 for 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 pertinent information that the authorized officer may require. The plan should be submitted no later than December 1 of any calendar year to cover the proposed activities for the next fiscal year.

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 area shall be in accordance with the approved plan. A pesticide shall be used only in accordance with its registered uses and without other limitations if the Secretary of the Interior has not imposed restrictions. A pesticide shall not be used if the Secretary has prohibited its use. Pesticides shall not be permanently stored on public lands authorized for use under this right-of-way grant.

3. No burning of trash, litter, trees, brush or other vegetative material generated by clearing the right-of-way shall be allowed under this grant.

4. 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.

Standard Stipulations

5. The holder shall be fully liable to the United States for any damage or injury incurred by the United States in connection with the use and occupancy of the right-of-way area by the holder, its employees, contractors, or employees of the contractors.
6. The holder shall be fully liable for injuries or damages to third parties resulting from holder's activities or facilities on lands under Federal jurisdiction in which the damage or injury occurred. The holder shall fully indemnify the United States for liability, damage or claims arising in connection with the holder's use and occupancy of the right-of-way area.
7. In the construction, operation, maintenance and termination of the facilities authorized by this grant, the holder shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. All subcontracts shall include an identical provision.
8. 180 days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. 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, recontouring, and seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

**Special Stipulations:**

For purposes of these special stipulations, the authorized officer is the Area Manager, Royal Gorge Resource Area Office, 3170 East Main Street, Canon City, Colorado 81212, telephone number 719-269-8500.

1. The holder shall furnish and install culverts as approved by the authorized officer. BLM construction standards for culvert installation are provided in exhibit C. Culverts shall be placed on uniform beds which have been shaped to accept them and properly aligned with the down slope gradient to minimize erosion. Outfall protection, rock riprap, shall be placed at each culvert outlet to prevent scouring and downcutting ("head cutting"). Minimum culvert spacing is as follows:

1 - 2% grade:	1000 feet minimum
2 - 4% grade:	800 feet minimum
4 - 6% grade:	600 feet minimum
6 - 8% grade:	400 feet minimum
8 - 10% grade:	250 feet minimum

2. The holder shall seed all disturbed areas with the seed mixture(s) listed below. The seed mixture(s) shall be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There shall be no primary or secondary noxious weed seed in the seed mixture. Seed shall be tested and the viability testing of seed shall be done in accordance with State law(s). Commercial seed shall be certified or registered seed.

Seed shall be broadcast and the area shall be raked to cover the seed. The seeding will be repeated until a satisfactory stand is established as determined by the authorized officer. Evaluation of growth will not be made before completion of the second growing season after seeding. The authorized officer is to be notified a minimum of 15 days prior to seeding of the project.

Seed Mixture

Species of seed	Variety	Pounds/acre PLS
Western Wheatgrass		10
Arizona Fescue		7
Mountain Muhley		1
Prairie Junegrass		2

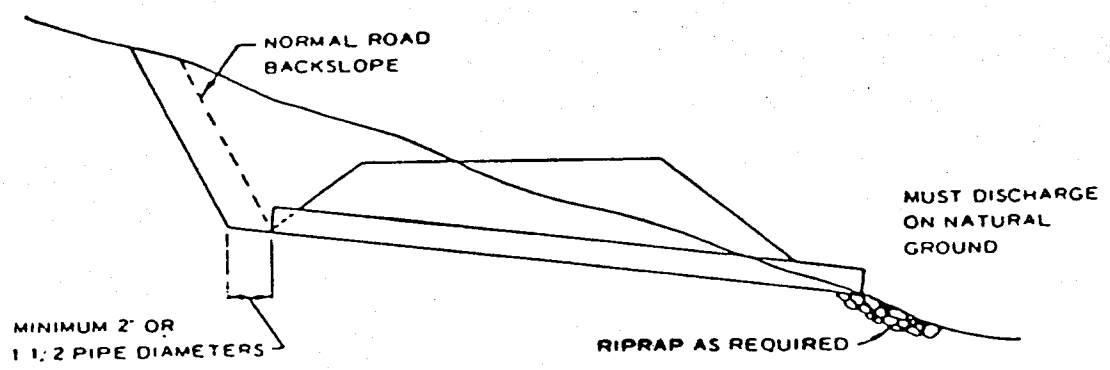
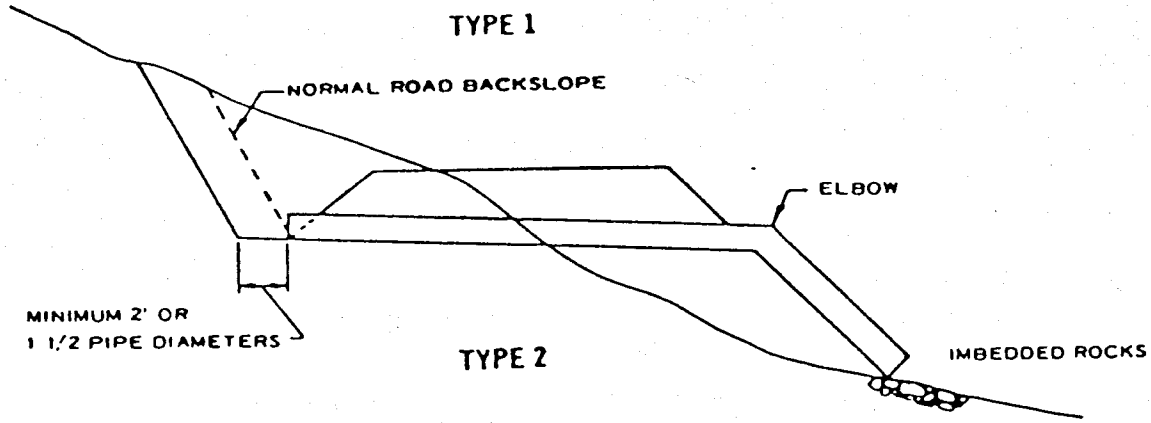
Total 20 lbs/acre PLS

(substitutes may be Crested Wheatgrass - 7 pounds/acre PLS, Intermediate Wheatgrass - 7 pounds/acre PLS, Smooth Brome - 7 pounds/acre PLS)

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS.

3. The holder, or the holder's successor in interest, agrees that the right-of-way is a temporary grant, conditional on the holder's agreement to exchange reciprocal rights-of-way with the United States. This temporary authorization shall be issued for a period of two years with the right to renew for an additional year. The grant shall terminate at the end of the third year if the BLM and the holder have not completed the exchange of reciprocal rights-of-way by the end of that period.

4. As initiated by the holder in their application (letter dated January 5, 1999), and incorporated into and made a part of this grant, the holder and the BLM agree to construct fenced parking areas as an equal shared cost project of the holder and the BLM. The final plan(s) for the construction of the facilities will be incorporated into and made part of reciprocal rights-of-way exchanged by the holder and the BLM. The proposed location of these parking facilities is the terminus of two public land access roads planned for the holders subdivision. The facilities will be utilized to restrict access to adjacent public lands to foot or horseback travel. The authorized officer may release the holder from this obligation if, in his judgement, he determines that the parking facilities are no longer necessary to protect the environment.
5. The holder shall provide each subdivision property owner with a copy of this right-of-way grant, COC-62483, including all terms and conditions and stipulations.
6. The holder shall provide the BLM with the name and address of each subdivision property owner within 30 days from the date of sale.



**WAIVER STATEMENT**  
**RECIPROCAL RIGHT-OF-WAY COC-62483**

I do hereby waive all rights to any possible monetary payments due South T-Bar Ranch LLC from the United States of America resulting from difference in market value of reciprocal right-of-way grants per application COC-62483.

  
Authorized Officer

Manager - Board Member  
Title

2/2/99  
Date

I do not hereby waive all rights to any possible monetary payments due South T-Bar Ranch LLC from the United States of America resulting from difference in market value of reciprocal right-of-way grants per application COC-62483.

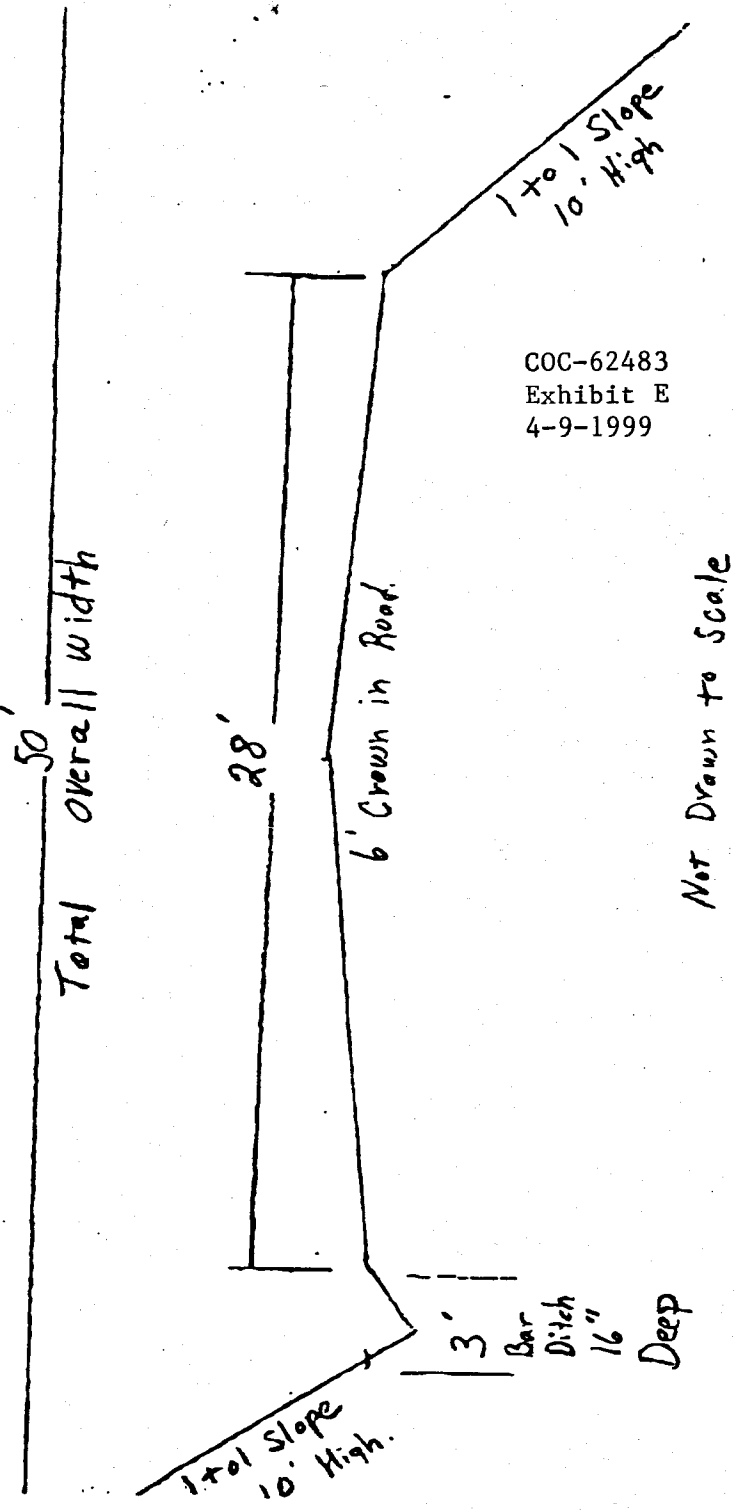
\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



The grade of the Road is 4 to 6 % with good visibility  
There will be 3-18" X 34' Pipes Installed  
Total length of Road across BLM is approximately 1460'



COC-62483  
Exhibit E  
4-9-1999

Not Drawn to Scale

