



## United States Department of the Interior

### BUREAU OF LAND MANAGEMENT

Moab Field Office  
82 East Dogwood  
Moab, Utah 84532



2800  
UTU-75383  
(UT-062)

CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
Certification No. 7011 1150 0000 0282 0565

DEC 22 2011

### DECISION

Flat Pass LLC :  
P. O. Box 37 : Right-of-Way UTU-75383  
Middle Haddam, Connecticut 06456 :

### Right-of-Way Amendment Approved

On May 3, 2005, right-of-way (ROW) UTU-75383 was granted to L. C. Kejana for an access road to private land on the east side of Flat Pass under the authority of Title V of the Federal Land Policy and Management Act of October 21, 1976 (43 USC 1761).

On October 29, 2010, ROW UTU-75383 was assigned to Flat Pass, LLC, the new owners of the private property accessed by the road. On January 27, 2011, David Kahn, on behalf of Flat Pass, LLC, filed an application to amend ROW UTU-75383 to extend their current ROW from the west side of the Flat Pass, LLC private property over San Juan County Class D Road 0684 to where it meets San Juan County Class B Road 175.

The amendment of Right-of-Way UTU-75383 to include legal access to private property across San Juan County Class D Road 0684 is hereby approved subject to the original terms and conditions of the grant, the project description and exhibits set forth in the application for amendment, applicable regulations at 43 CFR 2800, and all valid existing rights.

### Details of Amendment

#### Legal Description:

Salt Lake Meridian  
T. 27 S., R. 23 E.,  
sec. 4, S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
sec. 5, lots 6 and 7, NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

A map, Exhibit A, is enclosed.

Dimensions:

The right-of-way amendment covers a road, 6,165 feet long and 30 feet wide (10 foot travel surface) containing 4.24 acres, more or less. The total area contained in this grant is 4.48 acres.

Purpose:

Use, maintenance and termination of an access road to Flat Pass, LLC private property.

Term:

The amendment expires on the same date as the original grant, December, 2033.

Stipulations:

The amendment is subject to the Terms and Conditions of the grant issued on May 3, 2005.

Rental:

The right-of-way amendment is subject to rental pursuant to the authority in 43 CFR 2806.10.



Field Manager

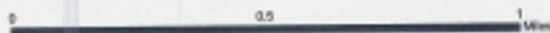
Enclosures

1. Exhibit A (Map)
2. Copy of Right-of-Way Grant (5 pages)



**Legend**

- ROW Amendment
- Right-of-way issued in 2005
- San\_Juan\_d\_roads
- San\_Juan\_b\_roads
- Bureau of Land Management (BLM)
- State
- Private



Right-of-Way  
 UTU-75383 - Amendment  
 T. 27 S., R. 23 E.,  
 within sections 4 & 5.

**Exhibit A**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT  
SERIAL NUMBER UTU-75383

1. A 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  
  
Kejana, L. C.  
2050 Pioneer Ct. # 200  
San Mateo, CA 94403  
  
receives a right to use, maintain, and terminate a(n) access road on public lands described as follows:  
  
T. 27 S., R. 23 E., SLM.  
sec. 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ .
  - b. The right-of-way granted herein is 30 feet wide (16' travel surface), 350 feet long and contains 0.24 acres, more or less.
  - c. This instrument shall terminate on December 31, 2033, 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. If renewed, the right-of-way 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.


Based on the linear R/W rental schedule, the rental fee is \$9.25 for the period of December 2003 through December 31, 2008. Future rental payments will be payable in advance for 5-year terms and will be requested by computer billing.

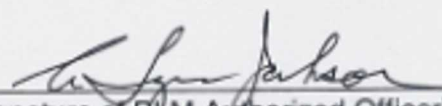
4. Terms and Conditions:

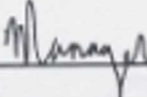
- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. The right-of-way is issued subject to prior valid existing rights, including the right-of-way for the San Juan County Road paralleling Mill Creek above Flat Pass.
- c. 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.
- d. Each grant issued 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 granted herein may be reviewed at any time deemed necessary by the authorized officer.
- e. The map and plan set forth in Exhibit A, attached hereto, is incorporated into and made a part of this grant instrument.
- f. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.
- g. 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.
- h. The holder shall conduct all activities associated with the operation, maintenance, and termination of the right-of-way within the authorized limits of the right-of-way.
- i. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of six inches deep, the soil shall be deemed too wet to adequately support construction equipment.
- j. The access road will be maintained to provide drainage and minimize erosion. Culverts shall be installed if necessary to maintain drainage.

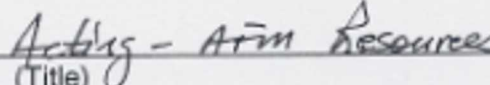
- k. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such 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.
- l. All survey monuments, witness corners, reference monuments and bearing trees must be protected against destruction. Any damaged or obliterated markers must be re-established in accordance with accepted survey practices at the expense of the holder.
- m. Upon relinquishment of the right-of-way, the holder will remove surfacing material (i.e. gravel, roadbase) and recontour disturbed areas, or designated sections of the right-of-way, by grading to restore the site to approximately the original contour of the ground as determined by the authorized officer.
- n. The holder shall seed all disturbed areas, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the second growing season.

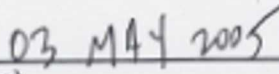
IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

  
\_\_\_\_\_  
(Signature of Holder)

  
\_\_\_\_\_  
(Signature of BLM Authorized Officer)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Date)

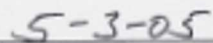
  
\_\_\_\_\_  
(Effective Date of Grant)



EXHIBIT A

Access Road Right-of-Way UTU-75383  
 T. 27 S., R. 23 E., sec. 4, E 1/2 SW 1/4  
 Kane Springs 7 1/2' topographic map

PLAN A

PLAN VIEW

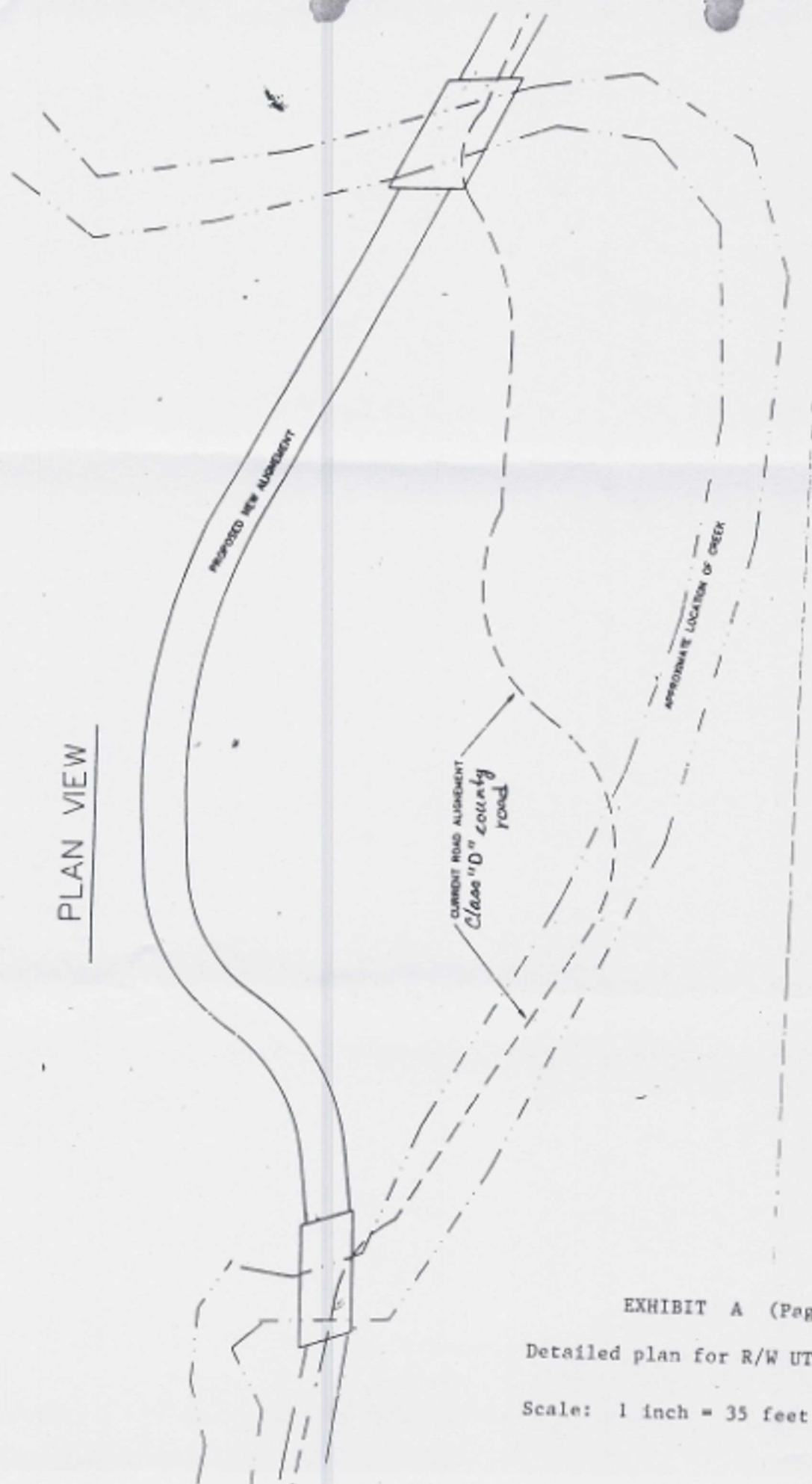


EXHIBIT A (Page 2)

Detailed plan for R/W UTU-75383

Scale: 1 inch = 35 feet