

EXHIBIT A

Form 2800-14
(August 1985)

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

Issuing Office
Lower Sonoran Field
Office

Serial Number
AZA-34177

1. A (right-of-way) is hereby granted pursuant to:

- ☒ a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776, 43 U.S.C. 1761), As approved by the Record of Decision for the *Sonoran Valley Parkway Project Final Environmental Impact Statement - Record of Decision (DOI-BLM-AZ-P020-2012-0001-EIS)*, dated April 29, 2019;
- ☐ b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- ☐ c. Other (describe)

2. Nature of Interest:

- a. By this instrument, the holder, City of Goodyear, 14455 W. Van Buren Street, Suite #101-D Goodyear, AZ 85338, receives a right to construct, operate, maintain, an arterial road on public lands described as follows:

Gila & Salt River Meridian, Maricopa County, Arizona

T. 3 S., R. 1 W.,
secs. 18, 19, 20, 28, 29, and 34.

T. 3 S., R. 2 W.,
sec. 2, 3, 10, 11, 13, and 14.

T. 4 S., R. 1 W.,
sec. 2, 3, 11, and 12.

T. 4 S., R. 1 E.,
sec. 7.

- b. The right-of-way or permit area granted herein is 250 feet wide, 49425 feet in length, and contains 283.64 acres, more or less. If a site type facility, the facility contains N/A acres.
- c. This instrument is issued in perpetuity, 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 ☐ may not be renewed. 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 instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14.
- b. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- 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. The attached stipulations, plans, maps, or designs set forth in Exhibit(s), Exhibits A - Map, dated on April 25, 2019, Exhibits B - Additional Terms and Conditions (May 2019), attached hereto, is incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. 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.
- f. 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.
- g. The holder shall submit an updated Plan or Plans of Development (POD/PODs) for the Selected Alternative, as identified in the *Sonoran Valley Parkway Project Final Environmental Impact Statement - Record of Decision (DOI-BLM-AZ-P020-2012-0001-EIS)*, dated April 29, 2019. The plan(s) shall incorporate the design features, best management practices, standard operating procedures and other measures detailed in Appendices A through E of the Record of Decision described above, and will be reviewed and, if appropriate, modified and approved by the authorized officer. The plan(s) shall also include a precise legal description with ties to the Public Land Survey System (PLSS), surveys or final engineering plans with ties to the PLSS. An approved plan(s) of development shall be made a part of the right-of-way grant. Plans for subsequent expansion phases (Phases II and III) may include additional terms and conditions as these phases would require further authorization from the Authorized Officer and subject to additional environmental review.
- h. The holder will not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the Authorized Officer. Such authorization will be a written Notice to Proceed (Form 2800-15) issued by the Authorized Officer or his/her delegated representative. Each Notice to Proceed will authorize construction or use and occupancy only as therein expressly stated and only for the particular location or use and occupancy therein described, i.e., a construction phase or site location. The Authorized Officer will issue a Notice to Proceed subject to such terms and conditions as deemed necessary when the design, construction, use, occupancy, and operation proposals are in conformity with the terms and conditions of this instrument. A Notice to Proceed will be required to be issued by the Authorized Officer for each phase of development. The Notice to Proceed for a particular phase of development may be subject to the issuance of additional Notices to Proceed for specific activities within the particular development phase.

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

(Signature of Holder)

Edward J. Kender

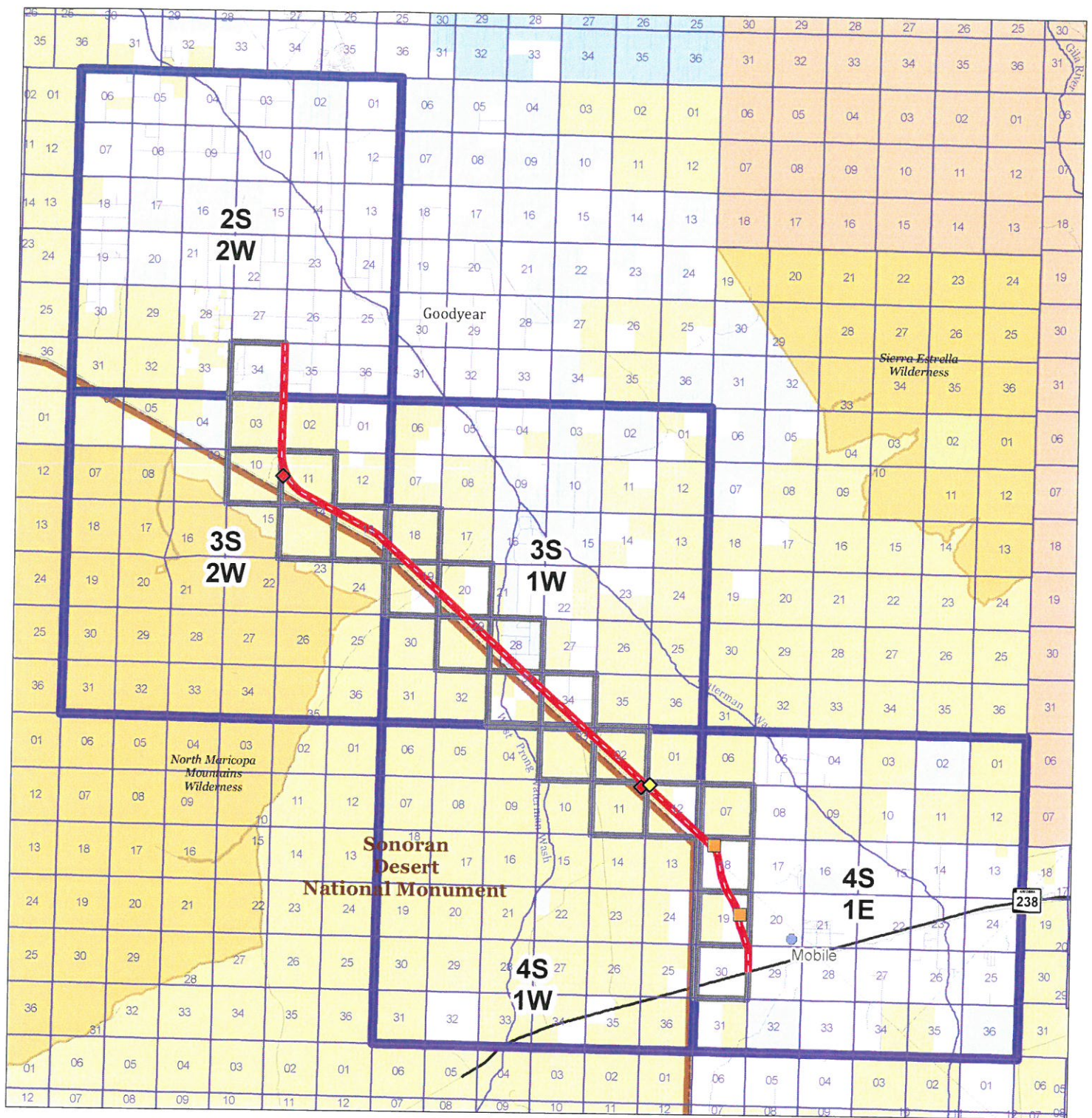
Field Manager
Lower Sonoran Field Office

(Title)

(Title)

(Date)

(Effective Date of Grant)



Map Location

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Sonoran Valley Parkway Final EIS BLM Selected Alternative

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LOWER SONORAN FIELD OFFICE
PHOENIX DISTRICT
Date: 4/25/2019



- | | |
|--------------------------------|---------------------------|
| Town | Surface Ownership |
| 250' x 250' Short-term ROW | Bureau of Land Management |
| 25' x 800' Short-term ROW | Indian Lands |
| 25' x 800' Short-term Easement | Local or State Parks |
| SVPP Selected Alternative | Private Land |
| Township and Range | State Land |
| Section | BLM Wilderness Area |
| | BLM National Monument |

Exhibit B

Additional Terms and Conditions AZA-34177 and AZA-34177-02

- a. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
- b. The holder shall clean off-road equipment (power or high pressure cleaning) of all mud, dirt and plant parts prior to moving equipment onto public land authorized under this grant.
- c. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
- d. Any cultural and/or paleontological resource (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 AO. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO 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 AO after consulting with the holder. The holder shall comply with the Programmatic Agreement (PA) for the Section 106 of the National Historic Preservation Act process associated with this project signed by the Arizona State Historic Preservation Office on June 1, 2016. Failure to comply with the requirements of the PA shall be cause for suspension or termination of the right-of-way grant.
- e. If in connection with operations under the authorization, any human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; 104 Stat. 3048; 25 U.S.C. 3001) are discovered, the holder shall stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the authorized officer. The holder shall continue to protect the immediate area of the discovery until notified by the authorized officer that operation may resume.
- f. The holder shall conduct all activities associated with the construction, operation, and termination of the ROW within the authorized limits of the ROW.
- g. The holder shall be responsible for weed control on disturbed areas within the limits of the ROW. The holder is responsible for consultation with the AO and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
- h. The holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the AO and the respective installing authority if known. Where General Land Office or BLM ROW monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the AO. If the Bureau cadastral surveyors or other Federal surveyors are used to restore

the disturbed survey monument, the holder shall be responsible for the survey cost.

- i. At least 60 days prior to termination of the ROW, the holder shall contact the AO to arrange a joint inspection/pre-termination conference of the ROW. 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, drainage structures, or surface material, recontouring, top soiling, or seeding. The AO must approve the plan in writing prior to the holder's commencement of any termination activities. The holder agrees to incur all costs associated with achieving an acceptable rehabilitation standard.
- j. The holder shall permit free and unrestricted public access to and upon the ROW for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the ROW.
- k. The holder agrees to indemnify the U.S. against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the ROW (unless the release or threatened release is wholly unrelated to the ROW holder's activity on the ROW. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
- l. The holder shall comply with all applicable Federal, State, and local regulations whether or not specifically mentioned within this grant.
- m. The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the AO. The holder's representative shall be available for communication with the AO within a reasonable time when construction or other surface disturbing activities are underway.
- n. The holder shall remove only the minimum amount of vegetation necessary for the construction, maintenance, and operation of the ROW. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
- o. Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
- p. The holder shall limit excavation to the areas of construction. No borrow areas for fill material will be permitted on the site. All off-site borrow areas must be approved in writing by the AO in advance of excavation. All waste material resulting from construction or use of the site by holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the AO in advance of use.
- q. Fences, gates, and brace panels shall be constructed to appropriate Bureau standards and/or specifications as determined by the AO.
- r. The holder shall inform the authorized officer within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195.
- s. Use of pesticides shall comply with all applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the AO written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides shall be approved in writing by the AO prior to such use.

- t. Upon completion of construction, the lands shall be restored to as near their natural condition as possible, subject to approval by the AO.
- u. The holder of this ROW grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
- v. The holder shall re-contour the disturbed area and obliterate all earthworks by removing embankments, backfilling excavations, and grading to re-establish the approximate original contours of the land in the ROW.
- w. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
- x. The holder shall meet Federal, State, and local emission standards for air quality.
- y. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the ROW or on facilities authorized under this ROW grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government.
- z. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the AO with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this ROW grant.
- aa. The ROW herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the U.S., so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the U.S.
- bb. This ROW reserves to the Secretary of the Interior, or his lawful delegate, the right to grant additional ROWs or permits for compatible uses over, under or adjacent to the land involved in this grant.
- cc. Upon demand of the AO, the holder of the ROW shall pay to the U.S. such sums as the AO shall determine to be required to reimburse the U.S. for all administrative and other costs incurred directly or indirectly by the U.S. in monitoring the construction, operation, maintenance, and termination of this grant.
- dd. Within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, proof of construction, on forms approved by the Director, shall be submitted to the AO.

- ee. The contractor must install temporary fencing along the ROW in order to limit off-road access and keep cattle and wildlife from gaining access to the Parkway during construction.
- ff. No construction vehicles may move across BLM-administered land outside the approved project ROW limits.
- gg. Following the completion of the initial two-lane highway, the City of Goodyear (City) must install permanent fencing and crossings as defined in the ROD.
- hh. If it is determined that water sources would be affected by the construction of the Parkway, the City must install alternative water sources for livestock, or modify the current water sources to allow for continued use.
- ii. Any affected range improvements will be rebuilt or repaired at the expense of the City.
- jj. The City shall reimburse the grazing permittees for any range improvements that would be removed, rendered inaccessible, or require modification as a result of the proposed Parkway.