

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

Hollister Field Office

Serial Number

CACA 048028

1. A (right-of-way) ~~permit~~ ^{XXXXX} 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);
- 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 Sports Car Racing Association of the Monterey Peninsula (SCRAMP) receives a right to construct, operate, maintain, and terminate a storm water dispersion outlet on public lands (or Federal land for MLA Rights-of-Way) described as follows:

T. 15 S., R. 2 E., Section 33, SENWSE & NESWSE, M.D.B.M.

The storm water dispersion outlet includes:

250' of a 5'X 5' dispersion trench and
105' of an 18" culvert pipe and a 2'X 2' catch basin sediment trap.

- b. The right-of-way or permit area granted herein is 30 feet wide, 355 feet long and contains 0.24 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on December 31, 2025, _____ years from its effective date 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.

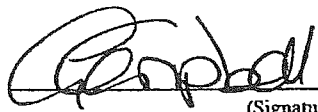
3. Rental:

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.

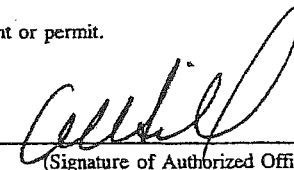
4. Terms and Conditions:

- a. This 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.
- 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. Each grant issued pursuant to the authority of paragraph (1)(a) 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 or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) Stipulations, dated May 11, 2006, 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.
- 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.

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



(Signature of Holder)



(Signature of Authorized Officer)

CEO / Gen Mgr

(Title)

Hollister Field Office Manager

(Title)

5/18/06

(Date)

6/11/2006

(Effective Date of Grant)

RIGHT-OF-WAY STIPULATIONS

1. The right-of-way (ROW) Holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.
2. The ROW is issued subject to valid existing rights.
3. The ROW Holder shall indemnify the United States against any liability for damage to life or property arising from the use of public lands under this grant.
4. The ROW Holder shall promptly provide written notification of an address change to the Authorized Officer.
5. The ROW granted herein is 30 feet wide, 355 feet long and contains 0.24 acres, more or less. The ROW Holder shall conduct all activities associated with the maintenance, operation and termination of the ROW within the authorized limits of the ROW.
6. This ROW shall terminate 20 years from its effective date 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.
7. This ROW may be renewed. If renewed, the ROW 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.
8. Notwithstanding the expiration of this ROW or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this ROW, to the extent applicable, shall continue in effect and shall be binding on the ROW 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.
9. Failure of the ROW Holder to comply with applicable law or any provision of this ROW grant shall constitute grounds for suspension or termination.
10. The ROW Holder shall not initiate any new construction or other surface disturbing activity without the prior written authorization of the Authorized Officer.

The ROW Holder shall contact the Authorized Officer at least two weeks prior to the proposed construction and/or any surface disturbing activities. The Authorized Officer may require and schedule a preconstruction conference with the ROW Holder, the ROW Holder's contractor, or agents prior to the commencing of surface disturbing activity. Any notice to proceed shall authorize construction or use only as expressly stated and only for the particular location described.

11. SCRAMP shall maintain the drainage structure such that it functions as designs. This shall include periodically removing sediments from the catch basin and removing debris from within the perforated pipe as needed.
12. SCRAMP shall periodically monitor the dispersion trench to determine whether the surface flow from the catch basin is occurring. Should any surface flow be leading to erosion, SCRAMP shall be responsible for repairing the erosion damage.
13. Use of pesticides and herbicides shall comply with the applicable Federal and State laws. Pesticides and Herbicides 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 and/or herbicides, the ROW Holder shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) and/or vegetation to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.
14. The ROW Holder agrees to indemnify the United States 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., on the ROW (unless the release or threatened release is wholly unrelated to the right-of-way holders activity on the ROW. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
15. The ROW Holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the ROW Holder shall comply with the Toxic Substance Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substance 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 Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

16. Any cultural and/or paleontological resource (historical 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 ROW Holder.