



U.S. Department of the Interior
Bureau of Land Management
Glennallen Field Office
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<http://www.blm.gov/ak/st/en/fo/gdo.html>

**Categorical Exclusion
Assignment of existing Right-of-Way**

**Applicant: Bureau of Land Management
Case File Number: see list attached
DOI-BLM-AK-A020-2011-0001-CX**



Location:

T. 12 N., R. 1 W., Section 18, Copper River Meridian, Alaska
Driveway and land lease for Meiers Lake Roadhouse along the Richardson Highway

Prepared By:

Joseph Hart
Realty Specialist
October 26, 2010

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Glennallen Field Office
CATEGORICAL EXCLUSION (CX) FORM

CX No.: DOI-BLM-AK-A020-2011-0001-CX Lease/Serial/Case File No.: AA-085293 and AA-073233

Proposed Action Title/Types: Assignment of an existing right-of-way and land lease for commercial operations at Meiers Lake Roadhouse.

Location of Proposed Action: T. 12 N., R. 1 W., section 18, Copper River Meridian, Alaska. The right-of-way provides for safe access onto private property for which a majority of travelers utilize.

Description of Proposed Action: The land lease was intended for and authorized the construction, maintenance and operation of tourism related facilities including camping areas, recreational vehicle parking pads, shower and laundry facilities, motel rooms and a maintenance garage. The BLM proposes to assign the right-of-way for 0.25 acre and the 7.1 acre commercial land lease from the existing grant and lease holder to the newly formed Hunters Retreat, LLC., a limited liability company whose owners have purchased and are operating the Meiers Lake Roadhouse. The newly-formed LLC has submitted all required documents and is currently in good standing with the State of Alaska as an operating business.

Applicant (if any): Harvel Young, Secretary of Hunters Retreat, LLC.

PART I - PLAN CONFORMANCE REVIEW

This Proposed Action is subject to the following land use plan: East Alaska Resource Management Plan

Date Plan Approved: September 7, 2007

The Proposed Action has been reviewed for conformance with this plan (43 CFR 1610.5-3(a)).

Remarks:

East Alaska Resource Management plan, page 19, Section I, Lands and Realty.

I-1: Goals – second bullet; “Provide a balance between land use (rights-of-ways, land use permits, leases and sales) and resource protection that best serves the public at large.

I-2: Land Use Authorizations – “Land use authorizations include various authorizations and agreements to use BLM lands such as right-of-way grants, road, temporary use permits under several different authorities; leases, permits, and easements under section 302 of the Federal Land Policy and Management Act of 1976 (FLPMA); airport leases under the Act of May 24, 1928; and Recreation and Public Purposes (R&PP) leases.”

43 CFR § 2807.21 May I assign my grant?

(a) With the BLM's approval, you may assign, in whole or in part, any right or interest in a grant.

43 CFR § 2920.7 Terms and conditions

(j) Land use authorizations may be transferred in whole or in part but only under the following conditions:

(1) The transferee shall comply with the provisions of §2920.2–3 of this title;

(2) The authorized officer may modify the terms and conditions of the land use authorization and the transferee shall agree, in writing, to comply with and be bound by the terms and conditions of the authorization as modified; and

(3) Transfers shall not take effect until approved by the authorized officer.

PART II - NEPA REVIEW

A. Categorical Exclusion Review.

This Proposed Action qualifies as a categorical exclusion under 516 DM 2, Appendix 4. or 516 DM 11.5:

H (9). Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.

B. Departmental List of Extraordinary Circumstances Review.

The following Departmental List of Extraordinary Circumstances applies to individual actions. Departmental instructions mandate that environmental documents **MUST BE PREPARED** for actions which may: (Mark applicable answer for each item. If "yes", prepare an EA/EIS and append this form to it.)

The following Departmental List of Extraordinary Circumstances applies to individual actions. Departmental instructions mandate that environmental documents must be prepared for actions which may:

1. Have significant adverse impacts on public health or safety.

Yes _____ No X

2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.

Yes _____ No X

3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].

Yes _____ No X

4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.

Yes _____ No X

5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.

Yes _____ No X

6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.

Yes _____ No X

7. Have significant impacts on properties listed, or eligible for listing on the National Register of Historic Places as determined by either the bureau or office.

Yes _____ No X

8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.

Yes _____ No X

9. Violate Federal law or a State, local or Tribal law or requirement imposed for the protection of the environment.

Yes _____ No X

10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).

Yes _____ No X

11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred site (Executive Order 13007).

Yes _____ No X

12. Contribute to the introduction, continued existence, or spread of weeds or non-native invasive species known to occur in the actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).

Yes _____ No X

I certify that none of the Departmental Extraordinary Circumstances listed in the above Part B (516 DM 2, Appendix 2) apply to this action.

Remarks: None.

Preparer(s): s/s Josphe Hart

Date: 11/18/2010

PART III – DECISION

The proposed action is in conformance with a management framework plan or a resource management plan, 43 C.F.R. § 1610.8(a)(3) (2006). The Department of the Interior has determined and found that the proposed action is within a category of actions that do not individually or cumulatively have a significant effect on the human environment and that neither an environmental assessment nor an environmental impact statement is required, 40 C.F.R. §1508.4 (2006).

It is therefore my decision to implement the action, as described, with appropriate mitigation measures or stipulations.

Mitigation Measures/Other Remarks: See attached Grant with stipulations and Lease agreement with stipulations.

Authorized Official: s/s Elizabeth Maclean

Date: 11/22/10

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Serial Number
AA-085293

1. A (right-of-way) (permit) 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 Hunters Retreat, LLC receives a right to construct, operate, maintain and terminate a Non-exclusive use access road/driveway right-of-way on public lands (or Federal land for MLA Rights-of Way) described as follows:

A non-exclusive right-of-way Sec. 18, T. 12 N., R. 1 W., Copper River Meridian, beginning at approximately Lat 60° 49' 02.41141" N., Long 145° 29' 45.03411" W., approximately 546 feet to cor #1 the true Point of Beginning (POB); located on the centerline of the Richardson Hwy R/W; being a common cor with the SE cor of AA-73233; thence approximately N 77° 120' W., along a common boundary with AA-73233, approximately 92 feet to cor #2; thence southeasterly approximately 250 feet to cor #3, located on the centerline of the Richardson Highway; thence Northerly approximately 235 feet along said centerline to cor #1, the true POB, located on the centerline of the Richardson Highway R/W.

b. The right-of-way permit area granted herein is _____ feet wide, _____ feet long and contains _____ acres, more or less. If a site type facility, the facility contains .25 acres.

c. This instrument shall terminate on June 10, 2024 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 permits 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 no 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: The annual rental rate of \$104.00.

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 the comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holders' 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 that do not 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 the Exhibit(s) A, dated 10-20-2010 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.

g. Pursuant to 43 CFR 2800.1-2(b)(1)(iii), no rental shall be collected provided all use is strictly related to rural utility services. Commercial use by other non-rural related services requires rental. The sale or lease of any excess capacity for commercial purposes to other telecommunications service providers that are not exempt from rent by statute, or regulations, shall result in the loss of the rental exemption for that portion of the fiber optic capacity being sold or leased for the commercial purposes. The rental for this portion shall be assessed based on the fair market value as determined by the authorized officer.

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)

(Title)

(Date)

(Date)

(Effective Date of Grant)

Exhibit A
10-20-2010

1.0 Definitions

- 1.1 The Glennallen Field Office Manager or its designees is the Authorized Officer (AO), as defined by 43 CFR 2920.0-5(c).
- 1.2 "Grantee" means Hunters Retreat, LLC., and any and all assignees that may be of record, including all agents, contractors, subcontractors, and employees.
- 1.3 "Grant" means the license, lease, permit, or other permissions granted by the United States to the grantee for the use of public lands and resources.

2.0 General

- 2.1 This grant is subject to all prior valid and existing rights, and the United States makes no representations or warranties whatever, neither expressed nor implied, as to the existence, or nature of such valid existing rights.
- 2.2 Any modifications to the proposed activities must be approved in writing by the AO.
- 2.3 It is the responsibility of the grantee to ensure that association members are familiar with and adhere to these stipulations.
- 2.4 These provisions do not relieve the grantee of any responsibilities or provisions required by any applicable State or Federal law and regulations.
- 2.5 The grantee may be required by the AO to furnish transportation and quarters for designated field representatives or observers while inspecting field operations.
- 2.6 In the advent of a disagreement of the interpretation or implementation of these stipulations the grantee agrees that the AO shall have the final say in how these stipulations are interpreted and implemented.
- 2.7 Grantee shall defend, indemnify and hold the United States, its assigns, agents, employees, representatives and successors in interest harmless from and against any and all actions, fees, for injury to or death of any person, persons, or property arising in connection with and as a direct result of grantee's activities, included but not limited to United States negligence, if any in failing to recognize or remedy a hazardous condition existing on public lands.
- 2.8 Grantee shall comply with Title VI of the Civil Rights act of 1964 (42 U.S.C. 2000 et seq) and the regulations of the Secretary of the Interior issued pursuant thereto.
- 2.9 This grant may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO.
- 2.10 The AO may revoke or terminate this grant in whole, or in part, upon a determination by the AO that the terms, conditions, or stipulations of the grant have been violated, or by determination by the AO that the grantee's actions pose a threat to human health or safety, or irreparable harm to the surrounding environment.
- 2.11 The grantee shall not enclose in any manner, or erect or maintain any signs or structures on roads or trails commonly used for public travel or access to public lands surrounding the grant unless directed to do so by the AO.

- 2.12 This grant does not authorize the grantee to take from the public lands any mineral or vegetative material, including timber, without securing authorization under 30 USC 601 et seq.
- 2.13 This grant does not authorize any other use of the public lands or improvements belonging to the U.S. Government.
- 2.14 Fire suppression or protection shall not be provided by the government. The grantee shall be responsible for taking reasonable precautions to prevent and suppress brush, grass and other fire hazards within the authorized area, extinguishing all fires before departing the premises.

3.0 Environmental

- 3.1 All operations will be conducted in such a manner as not to cause damage or disturbance to any fish wildlife, or to impede rural residents from pursuing their traditional subsistence activities (ANILCA, PL 96-487).
- 3.2 All activities shall be conducted so as to avoid or minimize disturbance to vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
- 3.3 All operations shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or cause the pollution of siltation of any stream or lake.
- 3.4 Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides or 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 or herbicides, the grantee shall obtain from the AO written approval of a plan showing the type and quantity of materials 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 or herbicides shall be approved in writing by the AO prior to such use.

4.0 Operational

- 4.1 There shall be no disturbance of any archaeological or historical sites, including graves and remains of cabins, and no collection of any artifacts whatsoever. Also, collection of vertebrate fossils, including mammoth and mastodon bones, tusks, etc, is strictly prohibited. Any cultural or Paleontological resources discovered by the holder, or any person working on behalf of the holder, shall be immediately reported to the AO. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. The grantee shall not occupy or otherwise
- 4.2 disturb any cultural sites including historical cabins. The grant holder will be responsible for the cost of any evaluation and mitigating measures determined necessary by the AO.
- 4.3 All solid wastes shall be removed from the public lands to an Alaska State DEC approved solid waste disposal facility.
- 4.4 Areas of operation shall be left clean of all unauthorized foreign objects. This shall include, but is not limited to; wires, pins, flags and reflectors.

- 4.5 All fuel or lubricant spills will be cleaned up immediately, taking precedence over all other matters, except the health and safety of personnel. Spills will be cleaned up utilizing absorbent pads or other Alaska State DEC approved methods. Any such spill sites will be documented so that they can be located during the compliance check.
- 4.6 Recovered spill fluids will be removed and incinerated in approved receptacles.
- 4.7 As soon as possible, but not later than 24 hours, notice of any such discharge as defined in Alaska Statute Title 18, Chapter 75, Article 2 will be given to the AO and any other Federal and State Officials as are required by law.
- 4.8 All State and Federal safety standards and regulations for fuel transportation and handling will be followed. Only fuel products and amounts specifically authorized shall be stored on site, and shall be located a minimum 100 feet away from any source of water. All fuel containers, including barrels and propane tanks, shall be marked with the grantee's name, product type and year filled.
- 4.9 The grantee shall protect all Survey Monuments. In the advent of obliteration or disturbance of a survey monument, the grantee shall immediately notify the AO. The grantee will be financially responsible to re-establish the survey monuments to the Bureau standards.
- 4.10 No hazardous materials shall be transported or disposed within the area of authorized use.
- 4.11 The grantee shall ensure that a copy of the permit and stipulations is present on site at all times.
- 4.12 The grantee shall notify the AO 7 (seven) days prior to removal of personal property and abandonment of the area, and shall be responsible for any rehabilitation of the site deemed necessary by the AO. At minimum all disturbed areas shall be re-contoured and re-vegetated using native species.
- 4.13 The holder shall have a representative available to accompany the Bureau's field representative during any compliance inspection, and shall provide the AO with documentation of all work performed. This shall include a description of the work, photographs and maps or charts depicting the specific sites where operations were conducted.

Grantee Signature

Date

WITNESSETH:

Section 1: Definitions

- A. The Glennallen Management Team, its designees, or successor's in interest are the Authorized Officer (AO), as defined by 43 CFR 2920.0-5(c).
- B. "Lessee" means Hunters Retreat, LLC. Harvel Young, Owner/Operator, P.O. Box 293, Gakona, Alaska 99586, including any and all agents, contractors, subcontractors, and employees of record.
- C. "Lease" means the license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.
- D. Commercial use means the occupancy and use of the premises by the lessee for business operations of an RV Park, parking area, fuel station, rental rooms, and those activities allowed under the law for the Meiers Lake Roadhouse.

Section 2: Rights Granted

- A. The Lessor, in consideration for rents to be paid and the conditions to be observed as set forth below, does hereby grant and lease to the Lessee the right and privilege of using for the purposes hereinafter set forth, the following lands as described within case file AA-73233.

Section 3: General Conditions

- A. This lease is being issued for a period of 5 years, and may be renewed at the discretion of the AO. Written request for renewal must be submitted to the AO no later than six (6) months prior to the expiration date to allow for processing of the renewal.
- B. This lease may not be encumbered, assigned, transferred, or subleased without the written consent of the AO.
- C. Hypothecation of the leasehold interest created by this lease is expressly prohibited and any attempted hypothecation shall be null and void.
- D. The lessee shall not enclose, obstruct, or in any manner discourage the general public's use of the airstrip adjacent to the subject lease.
- E. During the term of the lease the lessee shall have the exclusive use right of possession of all improvements to the leased land and all property so attached or affixed to said land or to real property on the lands for the purpose of commercial use only: Provided that the right to such use shall be contingent upon adherence to the terms and conditions of this lease.
- F. The lessee agrees that no improvements shall be erected, placed upon, operated, nor maintained within the premises, nor any activity or business conducted or carried on therein and there from, in violation of the terms of this lease, or of any regulation, order of law, statute, or ordinance of a governmental agency having jurisdiction over lessees' use of the premises.

- G. The lessee shall not enclose or obstruct in any manner, or erect or maintain any signs or buildings on roads or trails commonly used for public travel, or access to public lands surrounding the lease, without written approval by the Authorized Officer.
- H. No new construction, reconstruction or alteration of improvements, development plans, and layouts must be approved in advance and in writing by the Authorized Officer. Development plans and management guidelines may be amended or supplemented by written agreement of both parties to the lease.
- I. Prior to any new construction, reconstruction or alteration of improvements, development plans, and layouts must be approved in advance and in writing by the Authorized Officer. Development plans and management guidelines may be amended or supplemented by written agreement of both parties to the lease.
- J. The Authorized Officer may at any time require a performance bond to assure compliance with the terms of the lease and removal of any improvements on the subject land after the effective date of this lease, with or without the lessee's approval, to ensure compliance or removal in a timely manner as specified in Section 13, Stipulations. If the lessee fails to comply with the terms of the lease, remove the improvements, or to leave the site in a condition satisfactory to the Authorized Officer, the bond may be forfeited, and title to the improvements and facilities shall vest in the United States.
- K. The Lessee shall maintain the improvements specified in section 2 in accordance with standards satisfactory to the Authorized Officer, including but not limited to those set forth in any Development Plan, Management Guidelines, the Federal Land Policy and Management Act of 1976 and the regulation contained in 43 CFR 2920.
- L. Upon termination of the lease, the Lessee, heirs, or devisee's shall, within sixty (60) days following the date of expiration or a longer period approved in writing by the Authorized Officer, remove improvements he/she has placed upon the lands after the effective date of this lease, with the exception of any fill, embankment, and surfacing material. After removal of the improvements, the lessee shall shape and grade the disturbed areas to ensure soil stability and proper drainage.
- M. Title to property placed on or acquired on the leased land by the Lessee which does not, under State law, acquire the character of real property by reason of not being affixed to the real property, shall not vest in the United States by reason of this lease or its use on the leased lands. Said property may be removed by the person or persons entitled to possession of it at any time during the term of the lease or upon termination. Any such property not so removed prior to the termination of this lease or the expiration of an additional period agreed upon, in writing, by the Authorized Officer for the purposes of such removal, shall become property of the United States. The United States, at its option, may cause said property to be removed from the lands at the expense of the lessee or owner.
- N. The Lessee in exercising the privileges granted by this lease agrees to comply with the regulations of the Department of the Interior and all Federal, State, Borough and municipal laws, ordinance or regulations which are applicable to the area of operation covered by this lease.

Section 4: Fee Payments

- A. The Lessee shall pay an annual rental based upon the Bureau's fair market value appraisal of the lands involved. It has been determined that the fair market rental for the subject land is

\$1,560.00/year. The rental fees required are payable on or before the 1st day of January of each year during the term of this lease. A late charge of one percent (1%) per month of the unpaid amount or twenty-five dollars (\$25), whichever is greater, shall be assessed if not paid by the due date.

- B. The rental fees may be reviewed at anytime, as determined by the Authorized Officer, to reflect the current fair market value for the land. Such new rental fee, if any, shall take effect on the corresponding day of the month following the expiration of a ninety (90) day period after receipt of written notice of the new rental rate.
- C. Dispute of Rental Fee
 - (1) Rentals will be adjusted only after a fair market rental appraisal has done by a BLM appraiser.
 - (2) The Lessee has the right of appeal in accordance with the regulations contained in 43 CFR Part 4, Subpart E.
 - (3) While the rental rate may be adjusted as a result of dispute hearings, or appeal, the effective date of such rate change shall not be subject to appeal.
 - (4) Decreases in rental rates shall be credited to the following year's annual rental unless the Lessee requests a refund in writing.

Section 5: Termination

- A. This lease shall terminate 5 years from the effective date of issuance except when section 3 A is utilized for renewal.
- B. This lease may terminate upon mutual agreement in writing by both the Lessee and the Authorized Officer and satisfaction of the requirements contained in Section 13: Exhibit A, or Exhibit B, per item 11 of the Stipulations from the State of Alaska dated January 10, 2008.
- C. This lease may be terminated for noncompliance with the regulations in 43 CFR 2920 or for noncompliance with the provisions of this lease, including but not limited to adherence to any approved Development Plan. The Authorized Officer shall serve written notice of the breach upon the Lessee. If the Lessee fails to correct the breach within a reasonable time as determined by the Authorized Officer, notice of termination shall be served thirty (30) days in advance of termination and the lease shall be terminated: Provided that before the notice is given, the Lessee shall be given a reasonable opportunity, by hearing before the Authorized Officer to present evidence that such breach had not occurred or that such breach was not caused by any act or failure to act by the Lessee or any of his/her agents, employees, sub lessee's, contractors or assigns: Provided further that at the discretion of the Authorized Officer the term of this lease or the area encompassed by it may be reduced in lieu of termination under this section. In such case fees shall be adjusted accordingly.
- D. This lease may be canceled for failure to pay rent within 60 days from the date due each year, or March 4 of each year.
- E. This lease shall terminate after failure of the Lessee to use the land for the purpose for which the use was authorized. Non use or failure to maintain the improvements for any continuous three (3) year period shall constitute a presumption of abandonment and termination.

- F. All terminations of the lease under this section shall result in the deduction of all amounts due and owed to the United States by reason of any breach of the condition of this lease. Termination shall not absolve the Lessee from meeting requirements set forth in Section 13 (Exhibit A), including but not limited to leaving the lease area in a reasonably sightly and non-hazardous conditions and removing all refuse from the area.

Section 6: Liability and Damages

- A. The Lessee shall defend, indemnify and hold the United States, it assigns, agents, employees, representatives and successors in interest harmless from and against all actions, fees, for injury to or death of any person or persons arising in connection with and as a direct result of lessee's activities, including but not limited to United States negligence, if any, in failing to recognize or remedy a hazardous condition existing on public lands. Including but not limited to the operation, maintenance, and repair of any structures occupied by the lessee.
- B. The lessee shall at all times indemnify the United States, its assigns, agents, employees, representatives and successors in interest and save harmless from all claims of loss or liability for labor or materials supplied in connection with the operation, construction, repair, alteration or installation of structures, improvements, equipment, or facilities within the premises, and from the cost of defending against such claims, including attorney fees.
- C. The Lessee agrees to indemnify and hold harmless the United States against claims of third parties based upon an assertion of title or right of possession under State law.
- D. The Lessee shall pay the United States the full value for damage to the Public Lands or property of the United States caused by its employees, agents, contractors or subcontractors. The Lessee shall be held to standards of strict liability where the Authorized Officer determines that the activities taking place on the area covered by this lease present a foreseeable hazard or risk of damage to public lands or other property of the United States. Strict liability shall not be applied where such damage or injuries result from acts of God, acts of war or negligence of the United States.
- E. Lessee shall indemnify and hold harmless the United States from loss of property and damages due to fire, whether natural or man caused, and shall assume responsibility for all cost associated with fire suppression efforts.
- F. Lessee shall maintain liability insurance in the amount of a) \$100,000 for any one person, b) \$300,000 for any one occurrence, and c) \$10,000 property damage for any one occurrence. The policy must list the Bureau of Land Management as an additional insured, and indicate on the policy that if it is canceled before the expiration date, the insuring company will endeavor to mail 30 days written notice to the Bureau of Land Management.
- G. Upon conveyance of the subject land to the State of Alaska, the Department of Natural Resources, Division of Land may at any time establish additional insurance and bonding requirements.

Section 7: Reservations

- A. This lease is subject to all prior valid and existing rights, and the United States makes no representation or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.

- B. This lease is subject to the exclusive right of the United States to grant rights-of-way for roads or public utilities to or across said lands, and for other compatible use authorizations.
- C. All mineral interest in said lands are reserved to the United States along with the right to mine and remove the same under applicable laws and regulations as established under the Secretary of the Interior.
- D. The Authorized Officer or his duly delegated representative shall have the right at any time to enter upon any lands described in Exhibit A for any purpose he/she may deem necessary for the administration of the lands, but not so as to destroy or unreasonably interfere with the Lessee's use of such lands or the improvements thereon.

Section 8: Notices

- A. Any notice, demand or request required or authorized by this lease to be given or made to or upon the United States shall be deemed properly given or made if delivered or mailed postage prepaid to the Field Manager, Glennallen Field Office, P.O. Box 147, Glennallen, Alaska 99588.
- B. Any notice, demand or request required or authorized by this lease to be given or made upon the Lessee shall be deemed properly given or made if delivered or mailed postage prepaid to Hunters Retreat, LLC. Harvel Young Owner/operator, P.O. Box 93, Gakona, Alaska 99586 or to the designated agent.
- C. The designation of the person to or upon any notice, demand or request is to be given or made or the address of such person may be changed at any time in the same manner as provided for in this section.

Section 9: Nondiscrimination and Equal Employment Opportunity

- A. The lessee shall comply with Title VI of the Civil Rights Act of 1964 and by all requirements imposed by or pursuant to the regulations issued there under by the Department of Interior and in effect on the date of this document to the end that no person in the United States shall, on the ground of age, race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any programs or activities provided thereon, and that the United States shall have the right to judicial enforcement of these covenants.
- B. This lease is subject to the provisions of Executive Order 11246 of September 24, 1965, as amended, which sets forth the applicable non discrimination clause.

Section 10: Covenant Against Contingent Fees

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee to pay, in addition to the lease price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

Section 11: Officials Not to Benefit

No member of or Delegate to Congress or Resident Commissioner, and no officer, agent or employee of

the Department of the Interior shall be admitted to any share of this lease or to any benefit that may arise from it, but its restriction shall not be construed to extend to this lease if made with a corporation or company for its general benefit, nor shall it limit the use by the aforementioned persons for accommodations, facilities, services or privileges offered to or enjoyed by the general public.

Section 12: Other Warranty by the Government

- A. The various headings and numbers herein, the grouping of provisions of this lease into apparent separate clauses and paragraphs, and the organization of this lease are for the purposes of connivance only and shall not be considered otherwise.
- B. Neither the execution and delivery of this lease nor anything herein contained shall be construed as a representation, warranty or covenant by the United States as to the condition of the premises, the suitability for use or enjoyment or the future maintenance, development, improvement or protection of the premises.
- C. The failure of the lessor or lessee to insist upon strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any right or remedy that the lessor or lessee may have, and shall not be deemed a waiver of the right to require strict performance of all terms, covenants and conditions of the lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term covenant, or condition of the lease.
- D. If any term, covenant, condition, or provision of this lease is determined to be invalid, void, or unenforceable, by law, regulation or court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

Section 13: Stipulations

The Lessee further agrees to comply with and be bound by those additional terms and conditions identified as Exhibit A, Special Stipulations, and further by Exhibit B, State Stipulations.

FOR EXECUTION BY LESSEE
IN WITNESS WHEREOF

FOR EXECUTION BY THE
UNITED STATES OF AMERICA

(Signature of Lessee' Authorized Officer)

(Authorized Officer)

(Signature of Witness)

(Glennallen Field Manager)

(Date)

(Date)

BUREAU OF LAND MANAGEMENT STANDARD STIPULATIONS:
EXHIBIT A
October 28, 2010

1.0 Definitions

- 1.1 The Glennallen Field Office Manager or its designee is the Authorized Officer (AO), as defined by 43 CFR 2800.0-5(c).
- 1.2 "Leaser" means Hunters Retreat, LLC., Harvel Young, Owner/operator, and any and all assignees that may be of record, including all agents, contractors, subcontractors, and employees.
- 1.3 "Lease" means the license, lease, permit or other permission granted by the United States to the leaser for the use of public lands and resources.

2.0 General

- 2.1 The leaser will address all matters to Glennallen Field Office, P.O. Box 147, Glennallen, Alaska 99588.
- 2.2 In case of change of address, the leaser shall immediately notify the AO.
- 2.3 This lease is subject to all prior valid and existing rights, and the United States makes no representations or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.
- 2.4 The right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant is reserved to the AO.
- 2.5 Any modifications to the proposed activities must be approved in writing by the AO.
- 2.6 It is the responsibility of the leaser to ensure that field party members are familiar with and adhere to these stipulations.
- 2.7 The holder in exercising the privileges granted under this lease shall comply with the regulations of the Department of Interior and all Federal, State, Borough and Municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this lease.
- 2.8 The leaser may be requested by the AO to furnish transportation and quarters for designated field representatives or observers while inspecting operations.
- 2.9 In the advent of a disagreement of the interpretation or implementation of these stipulations the leaser agrees that the AO shall have the final say in how these stipulations are interpreted and implemented.
- 2.10 Leaser shall defend, indemnify and hold the United States, its assigns, agents, employees, representatives and successors in interest harmless from and against any and all actions, fees, for injury to or death of any person, persons, or property arising in connection with and as a direct result of grantee's activities, included but not limited to United States negligence, if any, in failing to recognize or remedy a hazardous condition existing on public lands.
- 2.11 This lease may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO.

- 2.12 The AO may revoke or terminate this lease in whole, or in part, upon a determination by the AO that the terms, conditions, or stipulations of the lease have been violated, or by determination by the AO that the leaser's actions pose a threat to human health or safety, or irreparable harm to the surrounding environment.
- 2.13 The leaser shall not enclose or obstruct in any manner, or erect or maintain any signs or building on roads or trails commonly used for public travel or access to public lands.
- 2.14 This lease does not authorize the leaser to take from the public lands any mineral or vegetative material, including timber without securing authorization under 30 USC 601 et seq. Common varieties of stone and soil necessarily removed during construction, however, may be used elsewhere along the same lease area.
- 2.15 This lease does not authorize any other use of the public lands or improvements belonging to the US government.
- 2.16 **CIVIL RIGHTS ACT OF 1964:**
- a. The leaser covenants and agrees that it will comply with the provision of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for the purposes designated in this lease, or for another purpose involving the provisions of similar services or benefits, engage in any discriminatory action prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program for which the grantee received Federal financial assistance by this lease. This assurance shall obligate the leaser, or in the case of transfer of the property granted herein, any transferee for the period of this lease.
 - b. The leaser further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in the lease or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the Authorized Officer, Bureau of Land Management, that it will comply with the provisions of paragraph a hereof.
 - c. The leaser agrees that the right is reserved to the Department of the Interior to declare the terms of this lease terminated in whole or in part and to revert in the United States full title to the property conveyed herein, in the event of the nondiscrimination provisions contained in paragraph a hereof during the term of this land lease.
 - d. The leaser agrees that as long as the property conveyed hereby is used for the purpose designated in this lease or for another purpose involving the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this lease.
 - e. The leaser agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph a, the United States may seek judicial enforcement of such requirements.
 - f. The leaser agrees that it will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility leased.

3.0 Environmental

- 3.1 All operations will be conducted in such a manner as not to cause damage or disturbance to any fish or wildlife, or to impede rural residents from pursuing their traditional subsistence activities (ANILCA, PL 96-487).
- 3.2 Active bald eagle nests within the immediate vicinity of or within ¼ mile of the project area will be identified and measures taken in consultation with the U.S. Fish and Wildlife Service and BLM to avoid disturbance of nesting activities.
- 3.3 Leaser will not intentionally harass or harm migratory birds or interfere with their nesting and brood rearing activities.
- 3.4 All activities shall be conducted so as to avoid or minimize disturbance of vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
- 3.5 All operations shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or cause the pollution or siltation of any stream or lake.
- 3.6 Use of pesticide or herbicides shall comply with the applicable Federal and State laws. Pesticides or herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of Interior. Prior to the use of pesticides or herbicides, the leaser shall obtain from the AO written approval of a plan showing the type and quantity of materials 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 or herbicides shall be approved in writing by the AO prior to such use.
- 3.7 The leaser shall conduct all activities associated with the construction, operation, and termination of the lease within the authorized limits of the lease. If any scarring or damage occurs outside of approved areas as a result of the holder's operations, the areas shall be repaired and reseeded, or otherwise corrected as necessary to the satisfaction of the Authorized Officer.
- 3.8 The leaser will do everything reasonable, both independently and/or upon request of the Authorized Officer to prevent and suppress fires on or near the lands occupied under the lease.
- 3.9 Petroleum products or by-products shall not be used for dust suppression.

4.0 Operational

- 4.1 Any cultural and/or pale ontological resource (historic or prehistoric site or object) discovered by the leaser, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. Leaser 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 Leaser will be responsible for the cost of evaluation and the Authorized Officer will make any decision as to proper mitigation measures after consulting with the leaser.

- 4.2 All waste generated during operation, maintenance, and termination activities under authorization shall be removed or otherwise disposed of as required by State and Federal law. In this case the waste must be dumped in a DEC approved landfill site. Waste in this sub-paragraph means all discarded matter, including but not limited to, human waste, trash, garbage, refuse, and oil drums, petroleum products, ashes and discarded equipment.
- 4.3 Areas of operation shall be left clean of all unauthorized foreign objects. This shall include, but is not limited to, wires, pins, flags and reflectors.
- 4.4 All fuel or lubricant spills will be cleaned up immediately, taking precedence over all other matters, except the health and safety of personnel. Spills will be cleaned up utilizing absorbent pads or other Alaska State DEC approved methods. Any such spill sites will be documented so that they can be located during the compliance check.
- 4.5 Recovered spill fluids will be removed and incinerated in approved receptacles.
- 4.6 As soon as possible, but not later than 24 hours, notice of any such discharge as defined in Alaska Statute Title 18, Chapter 75, Article 2, will be given to the AO and any other Federal and State Officials as are required by law.
- 4.7 All State and Federal safety standards and regulations for fuel transportation and handling will be followed. Only fuel products and amounts specifically authorized shall be stored on site, and shall be located away from any source of water. All fuel containers, including barrels and propane tanks, shall be marked with the leaser's name, product type and year filled.
- 4.8 The leaser shall mark and protect all survey monuments within or near the permit area against destruction, obliteration, or damage during the life of this grant. If any public land monuments, or corners, or accessories, including but not limited to U.S. Coast and Geodetic, U.S. Geological Survey, and/or Bureau of Land Management survey monuments, are destroyed, obliterated, or damaged, the grantee, by utilization of a registered land surveyor shall reestablish or restore at the time location the monuments, corners, or accessories using surveying procedures in accordance with the "Manual of Instructions for the Survey of Public Lands of the United States, 1973 Ed," and shall record such survey in the appropriate records. The authorized representative may prescribe additional requirements for the protection of monuments, corners, and bearing trees. Written permission from the authorized representative must be obtained before a monument may be moved or buried. A copy of the survey record shall be furnished to the Bureau of Land Management fully describing monuments and corner accessories found at the corner point and any new monuments, or accessories established, to perpetuate the corner position.
- 4.9 No hazardous materials shall be transported or disposed of within the lease.
- 4.10 Prior to abandonment of any portion of the facilities authorized by this lease, the leaser shall contact the Authorized Officer, and if the situation warrants, to arrange a joint inspection of the lease. The inspection will be held to agree on an acceptable rehabilitation plan. The Authorized Officer must approve the plan in writing prior to the leaser commencing any abandonment and/or rehabilitation activities

4.11 There shall be no disturbance of any archaeological or historical sites, including graves and remains of cabins, and no collection of any artifacts whatsoever. Also, collection of vertebrate fossils, including mammoths and mastodon bones, tusks etc., is strictly prohibited. If historic resources are encountered then all artifacts will be respectfully left in place and the Glennallen Field Office's cultural resources staff will be notified immediately.

Lease Holder Signature

Date

I suggest incorporating the following stipulation for non-native invasive plants.

Thanks,

Ben Seifert

STIPULATIONS

3.0 Environmental

Add to standard stipulation list

- 3.8 The holder will do everything reasonable, both independently and/or upon request of the authorized officer to prevent the introduction and/or spread of invasive non-native plants (“weeds”) on BLM managed lands. Revegetation shall occur through seeding of native seed or by providing for soil conditions that allow the site to revegetate naturally, whichever provides the most effective means of reestablishing natural ground cover and minimizing erosion. Lessee will prevent and control noxious weed infestations. Noxious weeds in Alaska are listed under Alaska Statute 11 AAC 43.020.

Compliance with ANILCA Section 810

E.A No.: DOI-BLM-AK-A020-2011-0001-CX

Applicant(s): Harvel Young, Secretary of Hunters Retreat, LLC dba Meiers Lake Roadhouse

Proposed Action: The BLM proposes to assign the 0.25 acre right-of-way access and the 7.1 acre commercial land lease at the Meiers Lake Roadhouse from the existing grant and lease holder to the applicant.

Location: Meiers Lake Roadhouse is located at approximately milepost 170 on the Richardson Highway.

Township/Range: Copper River Meridian, T. 12N, R. 1W, Sec. 18.

Map: please see application

Evaluation by: Merben R. Cebrian

Discretionary Action?: Yes

Categorical Exclusion?: Yes

Type of Assessment / Sources: Review of application materials, subsistence database, local knowledge, and interviews with staff knowledgeable of the area and the proposed action.

Effect of the proposal on subsistence uses and needs:

Fisheries: Meiers Lake is in the Glennallen Subdistrict of the Prince William Sound Area subsistence fishery in Southcentral Alaska. There is no regulated federal subsistence fishery on Meiers Lake. However, a permit is required under state subsistence fishery rules. Assignment of the 0.25 acre right-of-way and the 7.1 acre commercial land lease to Meiers Lake Roadhouse does not impede access to Meiers Lake. Therefore, the proposed action does not have a significant effect on subsistence uses and needs.

Wildlife: The proposed action is to occur in the vicinity of Meiers Lake in Game Management Unit 13. Big game such as moose and caribou are taken in the vicinity of Meiers Lake. Small game and upland birds are also available for harvest. However, the proposed action is administrative in nature because of a change in ownership of Meiers Lake Lodge and does not impede access to subsistence resources. Therefore, the proposed action does not have a significant effect on subsistence uses and needs.

Other resources: The proposed action will not significantly affect other harvestable resources such as berries, willows, and spruce roots. The proposed action is administrative in nature and

does not impede access to subsistence resources. Therefore, the proposed action does not have a significant effect on subsistence uses and needs.

Expected reduction, if any, in the availability of resources due to alteration in resource distribution, migration, or location: The proposed action would not significantly alter the distribution, migration, or location of subsistence resources. Moose and caribou are highly mobile and may use other lands in the vicinity. Big game density will not be affected by the proposed action as there is no change occurring on the ground. The proposed action is administrative in nature and does not affect distribution, migration, or location of subsistence resources.

Expected limitation, if any, in the access of subsistence users resulting from the proposal: None. Access to subsistence resources will not be hampered by the proposed action. The proposed action does not create a permanent obstruction to subsistence hunters.

Availability of other lands, if any, for the purpose sought to be achieved: None. The proposed action is specific to land surrounding Meiers Lake Lodge.

Other alternatives, if any, which would reduce or eliminate the use, occupancy, or disposition of public lands needed for subsistence purposes: The only other alternative that would reduce or eliminate the use, occupancy, or disposition of public lands needed for subsistence purposes is to not allow or permit any activities that conflict with subsistence uses. However, such an alternative is not viable because the BLM manages public lands for multiple uses.

Finding: The proposed action will not significantly restrict subsistence uses and needs in or near the area of the proposed action. Access to subsistence resources will not be hampered by the proposed action. There is no reasonably foreseeable significant decrease in abundance in harvestable resource and in the distribution of harvestable resources due to the proposed action.

 /s/ Merben R. Cebrian
Merben R. Cebrian
Wildlife Biologist
BLM, Glennallen Field Office

 15 November 2010
Date

Assessment of Undertakings Not Subject to Further Section 106 Review Glennallen Field Office

GDO Document No. GFO-11-01

BLM Serial No. AA-085293, AA-073233 **Environmental Assessment No.** DOI-BLM-AK-9940-2011-0001-CX

Class of Inventory: No Further Review

Dates of Inspection: 11/26/2010

Inspector: John Jangala

Maps: Gulkana (D-3)

Applicant: Hunters Retreat LLC.

Location: The project will occur east of the Richardson Highway near milepost 170. Specifically, the projects will occur near the Meiers Lake Lodge in Sect. 18, T.12N., R1W, CRM..

Project Description: The Bureau of Land Management proposes to reassign an existing driveway ROW and a property lease to Hunters Retreat LLC., which purchased the lodge from the previous owners. The ROW is for a previously existing driveway across public lands within a previously disturbed area connecting the Richardson Highway with private property. The lease is for a larger tract of land where previous owners constructed rental rooms, a garage, an RV park and part of a gas station. All of the areas that are part of this proposed action have been previously disturbed by construction or vehicle travel.

Acreage: .25 Acres (ROW) & 7.9 Acre (Lease)

Recommendations: According to the Protocol for Managing Cultural Resources on Lands administered by the Bureau of Land Management in Alaska, between the Bureau of Land Management and the State Historic Preservation Officer, signed April 17, 1998, this undertaking is not subject to further Section 106 review (Appendix 2: Category Six). The project will involve a right of way and lease along a previously existing driveway or constructed areas that have been extensively disturbed by both construction as well as over a decade of vehicular travel and are therefore unlikely to contain intact heritage resources. As long as the applicant adheres to the attached stipulations, the applicant may proceed as proposed in the application. However, if heritage or paleontological resources are encountered during implementation of the project, the project will cease and the Glennallen Field Office, cultural resource staff, shall be notified.

The following stipulation should be attached to the permit: "There shall be no disturbance of any archaeological or historical sites, including graves and remains of cabins, and no collection of any artifacts whatsoever. Also, collection of vertebrate fossils, including mammoths and mastodon bones, tusks etc., is strictly prohibited. If historic resources are encountered then all artifacts will be respectfully left in place and the Glennallen Field Office's cultural resources staff will be notified immediately. "

Signed:

John W. Jangala
Glennallen Field Office Archaeologist (AKA-020)

Department of the Interior
Bureau of Land Management
Glennallen Field Office

NEPA Interdisciplinary Review

Project Name: Meiers Lake Roadhouse assignments

Casefile Number: _ AA-85293 & AA-73233

NEPA Document Number: DOI-BLM-AKA-020-2011-0001-CX

NEPA Preparer: Joseph Hart, Realty Specialist

Please return to preparer by: November 19, 2010 COB

Staff Specialist	Resource Area	Comments Provided Yes / No	Date Reviewed
Brenda Becker	Lands and Realty	No	10/27/2010
Marcia Butorac	Recreation and Facilities	No	11/02/2010
Merben Cebrian	ANILCA, Section 810	Yes	11/15/2010
Merben Cebrian	T&E Animals	No	11/15/2010
Merben Cebrian	T&E Plants	No	11/15/2010
Merben Cebrian	Wildlife	Yes	11/15/2010
Heath Emmons	Wild and Scenic Rivers	No	10/27/2010
Marnie Graham	Public Affairs	Changed CX # for FY11	11/8/2010
Denton Hamby	Special Recreation Use	No	11/1/2010
Denton Hamby	Visual Resources	No	11/8/10
Brad Honerlaw	Law Enforcement	N/A	N/A
Alysia White	Law Enforcement	no	11/2/2010
John Jangala	Cultural Heritage	Yes	10/28/2010
John Jangala	Paleontology	No	10/28/10
Cory Larson	Travel Management	No	10/27/2010
James Whitlock	Minerals	N/A	N/A
Ben Seifert	Fire Management	No	10/29/10
Ben Seifert	Forestry	No	10/29/10
Ben Seifert	Invasive Weeds	Yes	10/29/10
Ben Seifert	Soils	No	10/29/10
Tim Sundlov	Air Quality	No-EW	11/3/10
Tim Sundlov	Riparian & Wetlands	No	11/2/10
Tim Sundlov	Water Quality	No	11/2/10
Tim Sundlov	Fish Biology	No	11/2/10
Joseph Hart	Hazardous Materials	No	10-26-2010
Elijah Waters	Branch Chief - Resources	No	11/03/10

Authorized Officer Review: /s/ Elizabeth Maclean Date: 11/22/10