

## ANILCA 1110(b) Right-of-Way Certificate of Access (RWCA)

<b>National Park Service</b> <b>Alaska Region</b> <b>240 West 5<sup>th</sup> Avenue, Room 114</b> <b>Anchorage, Alaska 99501</b>	<b>RWCA No.: 9865-13-003</b> <b>Wrangell-St. Elias National Park and Preserve</b>
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1. An ANILCA 1110(b) Right-of-Way Certificate of Access (hereinafter “RWCA”) is hereby issued pursuant to Section 1110(b) of the Alaska National Interest Lands Conservation Act (ANILCA) of December 2, 1980 (16 USC 3170).

2. This RWCA provides access across National Park Service (hereinafter NPS) managed lands in Wrangell-St Elias National Preserve to the following non-federal interest in land:

Bonanza Nos. 1 to 6 unpatented placer claims, Bureau of Land Management Serial Numbers Akaa-029712 through Akaa-029717, Fairbanks Recording District, State of Alaska. Also identified as the Bonanza Nos. 1 to 6 Claim Block, and NPS tract WRST 33-111.

Bonanza Nos. 1 - 6 Claim Block: All corner locations are approximate.

NW corner            141°50'16.93”W    62°06'09.59”N    NAD83

SW corner            141°52'42.40”W    62°04'47.36”N    NAD83

NE corner            141°50'05.49”W    62°06'06.14”N    NAD83

SE corner            141°52'33.89”W    62°04'42.30”N    NAD83

See Exhibit B

3. Nature of Interest:

a. By this instrument Chisana Mining LLC (hereinafter “Holder”), whose address is 322 Commercial Drive, Anchorage, Alaska, 99501, receives a right to construct, operate, use, maintain and terminate the established Little Eldorado-Bonanza Creek Off Road Vehicle (ORV) Trail and the Floodplain ORV Spur Trail, and the Chicken Airstrip, on NPS-managed lands in Wrangell-St. Elias National Preserve within an area described as follows:

Little Eldorado – Bonanza Creek ORV Trail (bearings are based on the Bonanza Nos. 1 - 6 Claim Block):

Beginning at a point (141°50'26.59”W, 62°05'54.83”N, NAD83) approximately 260 feet southwest of the NE corner of the Bonanza No. 5 Claim, thence northeasterly approximately 2,100 feet to the junction with the Upland Spur Trail (141°50'04.65”W, 62°06'10.62”N, NAD83), thence northerly approximately 460 feet to the southeast boundary of the Little El No. 1 Claim, thence northwesterly approximately 2,590 feet to the junction of the Little Eldorado Trail, thence northwesterly approximately 6,600 feet along the Little Eldorado Trail to the Chicken Airstrip.

Upland Spur Trail:

Beginning at a point (141°50'17.76"W, 62°05'57.47"N) on the east boundary of the Bonanza No. 6 Claim approximately 250 feet northeasterly of the SE Corner of the Bonanza No. 6 Claim, thence northeasterly along the east boundary of said claim approximately 250 feet, thence northeasterly approximately 1,170 feet to the north boundary of the Bonanza No. 6 Claim, thence northerly approximately 440 feet to the junction with the Bonanza Creek Trail (141°50'04.65"W, 62°06'10.62"N).

Chicken Airstrip:

Northeast end of runway: 141°51'37.27"W, 62°7'16.87"N NAD83

Southwest end of runway: 141°51'58.66"W, 62°7'13.34"N NAD83

The Little Eldorado-Bonanza Creek Trail, the Upland Spur Trail, and the Chicken Airstrip are located in protracted Sections 13, 14, 23, 24 & 25, unsurveyed Township 4 North, Range 19 East, Copper River Meridian, Alaska.

The area of use authorized by this RWCA is illustrated on the attached map (Exhibit B).

b. The areas authorized by this RWCA are: (1) an established ORV trail approximately 2.4 miles (11,750 feet) long, and eight 8 feet wide with a 5 foot-wide zone on either side for brushing and ditching, encompassing approximately 4.8 acres; (2) an established ORV trail approximately 0.4 miles (2,100 feet) long, and eight 8 feet wide, encompassing approximately 0.4 acres; and (3) an eleven hundred (1100) foot long, and twenty (20) foot-wide gravel runway consisting of approximately 0.5 acres, surrounded by a twenty (20) foot-wide vegetation control area containing approximately one (1) acre.

c. This RWCA shall not be construed as an interest in the land authorized for use by this RWCA, or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained herein to the contrary notwithstanding. This RWCA shall not be construed as an interest in water or a water right or as an abandonment of water use by the United States.

d. The stipulations, plans, maps, or designs set forth in Exhibits A, B, C & D, dated May 01 2013, attached hereto, are incorporated into and made part of this instrument as fully and effectively as if they were set forth herein in their entirety.

4. Rental Fee. No rental fees apply because it is NPS policy not to charge fees when a requested use involves exercise of a right (not a privilege).

5. General Terms and Conditions:

a. The Holder shall comply with all applicable State and Federal law and existing regulations in the construction, operation and/or maintenance within the area authorized by this RWCA. It is the responsibility of the Holder to obtain any permits or other authorizations that are required by other governmental entities for the uses authorized by this RWCA.

- b. This RWCA will expire when it is no longer needed for the purposes for which it is issued unless, prior thereto, it is relinquished, abandoned, or modified pursuant to the terms and conditions of this instrument or of any other applicable federal law or regulation.
- c. This RWCA may be amended to adjust the terms and conditions for changed conditions, to correct oversights, or to address conditions not previously contemplated. Either the NPS or Holder may initiate an amendment by notifying the other in writing and providing a justification for the proposed revision or supplement. Amendments by mutual consent of the NPS and Holder may occur, but the NPS may also require an amendment without the consent of the Holder if uses within the area authorized by this RWCA or other conditions become inconsistent with the regulatory standards of Title 43 CFR 36.9 and 36.10(e)(1). The NPS will consult with the Holder when any amendment is initiated. Any amendment must result in the Holder continuing to have adequate and feasible access to his/her property.
- d. The Holder shall perform all operations in a good and workmanlike manner.
- e. This RWCA is for the purpose of providing the Holder with access across NPS lands to his/her non-federal land or valid occupancy. It does not authorize the Holder to use the area authorized by this RWCA for any activities other than access.
- f. This RWCA may be assigned. The proposed assignee must state in writing that he/she agrees to comply with and to be bound by the terms and conditions of the existing RWCA. With such a written statement from the proposed assignee, the NPS Regional Director will approve the assignment of the RWCA to the assignee, who shall become the Holder. The assignment becomes effective upon the written approval of the NPS Regional Director, Alaska Region.
- g. Resource Protection. The Holder shall take adequate measures as directed and approved by the superintendent of the NPS unit to prevent or minimize damage to resources. This may include restoration, soil conservation and protection measures, landscaping with indigenous grasses and shrubs, and repairing roads, trails, etc. The superintendent or his/her representative may enter and inspect the area authorized by this RWCA and any facilities in it, as deemed necessary by the NPS and without restriction.
- h. Cultural Resources. The Holder will halt any activities in the area authorized by this RWCA and notify the superintendent of the NPS unit upon discovery of archeological, paleontological or historical artifacts. All artifacts unearthed remain the property of the United States.
- i. Pesticides/Herbicides. Use of pesticides or herbicides is prohibited within the area authorized by this RWCA.
- j. Use by the Holder is subject to the right of the NPS to establish trails, roads, and other improvements and betterments over, upon or through the area authorized by this RWCA. Also, at the discretion of the NPS, the area authorized by this RWCA may be open to use by the public and others. If it is necessary for the NPS to exercise such right, every effort will be made by the NPS to refrain from unduly interfering with use of this area by the Holder for the

purposes intended under this RWCA. The Holder agrees and consents to the occupancy and use by the NPS and by individuals and entities authorized by the NPS, of any part of the area authorized by this RWCA. The Holder's right to "adequate and feasible access" under Title XI of ANILCA will be respected by the NPS.

k. No deviations from the locations authorized in this RWCA shall be undertaken without the prior written approval of the superintendent of the NPS unit. The superintendent may require the filing of a new or amended application for a proposed deviation.

l. Notwithstanding the relinquishment or abandonment of this RWCA by the Holder, the provisions of this RWCA, 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.

m. Upon expiration or termination of this RWCA, in the absence of any agreement to the contrary, the Holder will be allowed six (6) months or such additional time as may be granted in which to remove from the area authorized by this RWCA all property or improvements of any kind, other than a trail or airstrip and usable improvements to a trail and airstrip, placed thereon by the Holder; but if not removed within the time allowed, all such property and improvements shall become the property of the United States.

n. Upon expiration or termination of this RWCA, the Holder may be required by the NPS to restore the NPS lands affected by the RWCA.

o. This RWCA has no effect on any valid existing rights of access pursuant to any other authority.

p. The Holder agrees that in undertaking all activities pursuant to this RWCA, it will not discriminate against any person because of race, color, religion, sex, or national origin.

q. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this RWCA or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this RWCA if made with a corporation for its general benefit.

r. Holder shall indemnify the United States against any liability for damages to life, person or property arising from Holder's occupancy or use of the areas authorized for their use.

s. Any alterations to this instrument must be in writing and signed by the NPS and Holder.

t. Nothing herein contained shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this RWCA for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

u. The waiver of any breach of any provision of this RWCA, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this RWCA.

IN WITNESS WHEREOF, the Regional Director, Alaska Region of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this ANILCA 1110(b) Right-of-Way Certificate of Access (RWCA 9865-13-003) to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Regional Director, Alaska Region  
National Park Service  
United States Department of the Interior

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Dudley Benesch  
Registered Agent for  
Chisana Mining LLC

\_\_\_\_\_  
Signature of Holder