

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

RIGHT-OF-WAY APPLICATION

Request for the BIA to grant a right-of-way under the terms and provisions of the Act of February 5, 1948 (25 U.S.C. 323-328) and Departmental Regulations at 25 CFR 169.

Parcel(s) Affected by Right-of-Way:

Landowner Name(s): _____

Allotment Number(s): _____

Legal Description: _____

Applicant Information

Applicant: _____

Contact information: _____

Right-of-Way Information

General location of the right-of-way: _____

Duration/term (years): _____

Purposes: _____

Length (in feet): _____ Width (in feet): _____ Depth (in feet): _____ Size (area): _____

Owner of permanent improvements in right-of-way: _____

Party responsible for constructing, operating, maintaining, and managing permanent improvements in right-of-way: _____

APPLICANT EXPRESSLY AGREES TO review and abide by all conditions stated in the right-of-way grant and comply with all provisions of 25 CFR 169.

APPLICANT SIGNATURE: _____

DATE: _____

ATTEST: _____

See the back of this form for:

- Required supporting documents that must be submitted with this application; and
- A list of conditions that will be among those in the right-of-way grant.

PLEASE SUBMIT THIS FORM & REQUIRED SUPPORTING DOCUMENTS TO THE LOCAL BIA AGENCY OFFICE.

PAPER WORK REDUCTION ACT STATEMENT

This information is being collected to provide Bureau of Indian Affairs (BIA) with information necessary to issue a grant of a right-of-way across Indian land. Response is required to obtain benefits under 25 CFR 169. A Federal Agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting for this form is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, completing the form.

Direct comment regarding the burden estimate or any other aspect of this form to: Information Collection Clearance Officer, Office of Regulatory Affairs & Collaborative Action – Indian Affairs, 1001 Indian School Road NW, Suite 229, Albuquerque, NM 87104.

REQUIRED SUPPORTING DOCUMENTS:

- (1) An accurate legal description of the right-of-way, its boundaries, and parcels associated with the right-of-way;
- (2) A map of definite location of the right-of-way and existing facilities adjacent to the proposed project, signed by a professional surveyor or engineer (this requirement does not apply to easements covering the entire tract of land);
- (3) A bond meeting the requirements of 25 CFR § 169.103;
- (4) Record of consent for the right-of-way meeting the requirements of 25 CFR § 169.105 for tribal land, and 25 CFR § 169.106 for individually owned Indian land;
- (5) If applicable, a valuation meeting the requirements of 25 CFR § 169.110;
- (6) If the applicant is a corporation, limited liability company, partnership, joint venture, or other legal entity, except a tribal entity, information such as organizational documents, certificates, filing records, and resolutions, that demonstrates that: (i) The representative has authority to execute the application; (ii) The right-of-way will be enforceable against the applicant; and (iii) The legal entity is in good standing and authorized to conduct business in the jurisdiction where the land is located;
- (7) Environmental and archeological reports, surveys, and site assessments, as needed to facilitate compliance with applicable Federal and tribal environmental and land use requirements.

LIST OF CONDITIONS THAT WILL BE AMONG THOSE IN THE RIGHT-OF-WAY GRANT

- (1) The grantee has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
- (2) BIA may treat any provision of a grant that violates Federal law as a violation of the grant; and
- (3) The grantee must:
 - (i) Construct and maintain the right-of-way in a professional manner consistent with industry standards;
 - (ii) Pay promptly all damages and compensation, in addition to the deposit made pursuant to §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;
 - (iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, unless otherwise negotiated by the parties;
 - (iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
 - (v) Comply with all applicable laws and obtain all required permits;
 - (vi) Not commit waste (i.e., any damage to the property that lessens its value);
 - (vii) Repair and maintain improvements consistent with the right-of-way agreement;
 - (viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
 - (ix) Restore land to its original condition, as much as reasonably possible, upon revocation or termination of the right-of-way, unless otherwise negotiated by the parties;
 - (x) At all times keep the BIA informed of the grantee's address;
 - (xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way; and
 - (xii) Comply with due diligence requirements under § 169.104.
- (4) Unless the grantee would be prohibited by law from doing so, the grantee must also:
 - (i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
 - (ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the agreement, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.