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Date: 12/16

To: Chris

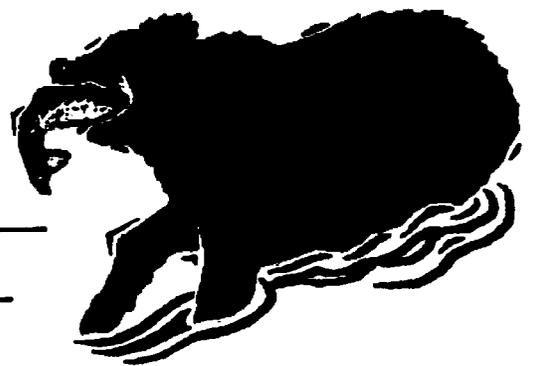
Organization: Stora

From: Ramon

Subject: Highway Deed

Number of pages to follow: 17

Comments: Hope it helps
thanks



AA8443

HIGHWAY EASEMENT DEED

THIS DEED, made this 28 day of February , 1967, by and between the UNITED STATES OF AMERICA, acting by and through the Department of Commerce , Bureau of Public Roads, hereinafter referred to as the Department, and the State of Alaska, Department of Highways, -----
----- hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317) for the right-of-way of a highway over certain land owned by the United States of America in the State of Alaska , which is under the jurisdiction of the Department of Agriculture - Forest Service, and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Commerce , has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for a highway, Project FH-31-1(1) -----

-----; and

WHEREAS, the Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer by the Department of an easement over the land to the Grantee;

NOW THEREFORE, the Department, as authorized by law, and in compliance with all requirements imposed by or pursuant to Part 8 of Subtitle A of Commerce and Foreign Trade Regulations (15 CFR, Part 8) pertaining to and effectuating the provisions of Title VI of Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4)----- , does hereby grant to the Grantee an easement for a right-of-way for the construction, operation, and maintenance of a highway -----
and use of the space above and below the established grade line of the

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As the land is more particularly described in the description and attached hereto, and made a part hereof, marked as Exhibit "A", and as shown on the following described plats:

Drawing No. Dated 1964 Number of Sheets 5, Cover & 1-4 incMarked Exhibits "B" Attached -----hereto and made part/s hereof, subject, however, to the following terms and conditions:

- (1) Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.
(2) The Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility is to be undertaken by the Grantee in compliance with the Act entitled "An Act for the preservation of American antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable.
(3) Unless the Grantee and Regional Forester stipulate as to a shorter time, the easement herein granted shall terminate seven (7) years from the date of the execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such seven-year period.
(4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction.

Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Bureau of Public Roads Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Grantee and the Bureau of Public Roads shall be consulted prior to the exercise of such rights: and

Provided, Further that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

- (5) The design and construction of highway project(s) situated on this right-of-way will be in accord with the provisions of Title 23, U.S. Code-Highways, and amendments; the Regulations for the Administration of Federal Aid for Highways, effective May 11, 1960, and amendments and established procedures for Federal-aid projects, including the requirements of IM 21-5-63 relative to "Coordination of public interests or highway improvements with those of fish and wildlife resources," and Circular Memorandum of May 25, 1964, directing "Consideration of the overall interests of the public in the Federal-aid highway programs and programs for the protection or improvement of parks and other outdoor recreation and historical resources," and the construction specifications of the State highway department as approved by the Bureau of Public Roads for use on Federal-aid projects.

The Regional Forester will be provided an opportunity to review plans relative to effects, if any, that the project works as planned will have upon adequate protection and utilization of the land traversed by the right-of-way and adjoining land under the administration of the Forest Service for the purposes for which such land is being administered. Those features of design, construction and maintenance of the highway facility and of use of the right-of-way that would have effect on the protection and utilization of the land under the Administration of the Forest Service are to be mutually agreed upon by the Regional Forester and the Grantee by conference or other communication during the preparation of the plans and specifications for each construction project, and the plans shall be revised, modified, or supplemented to meet the approval of the Regional Forester, or when deemed appropriate, supplemented by written stipulation between the Regional Forester and the Grantee, prior to start of construction.

The final design and the construction specifications for any highway construction project on the right-of-way will be presented to the Regional Forester for his approval and construction shall not begin until such approval is given:

Provided, That if it is subsequently deemed necessary that the approved plans, specifications, or stipulation be amended or supplemented, any amendment or supplement -----

----- shall be approved by the Regional Forester and the Grantee before being placed in effect.

- (6) Consistent with highway safety standards, the Grantee shall:
- (a) Protect and preserve soil and vegetative cover and scenic

(b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

(7) The Grantee shall:

Establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans, without first obtaining approval of the Regional Forester.

(8) The Grantee shall maintain the right-of-way and highway facilities to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Regional Forester.

(9) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be cleared.

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- (10) The Grantee, in consideration of the grant of this easement, does hereby covenant and agrees for itself, its successors and assigns that (a) no member of the traveling public and business users of the Federally-assisted highway shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in their access to and use of said highway or access to and use of said highway or their access to and use of the facilities and services provided for public accommodations, (such as eating, sleeping, rest, recreation and vehicle servicing) constructed on, over, or under the right-of-way of the highway constructed upon the right-of-way hereby conveyed, (b) that the grantee shall use said easement and right-of-way so conveyed, in compliance with all other requirements imposed pursuant to said Part 8 of Subtitle A of Commerce and Foreign Trade Regulations and as said Regulations may be amended.
- (11) In the event of breach of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said land and facilities on said land, and the above-described interests in land shall thereupon revert to the United States of America and to the control of the Department of Agriculture - Forest Service, as such control existed prior to this instrument.
- (12) When need for the easement herein granted shall no longer exist, the Grantee shall give notice of that fact to the Secretary of Commerce and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Secretary of Agriculture.

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IN WITNESS WHEREOF, I, H. J. Morton, Assistant General Counsel, pursuant to delegations of authority from the Secretary of Commerce, the Federal Highway Administrator, and Dowell H. Anders, General Counsel, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

BY: H. J. Morton
H. J. Morton
Assistant General Counsel for
the Federal Highway Administrator

In Presence of:

Quila K. Thompson
Witness
John H. Phillips
Witness

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA)

I, E. J. Seacy, a Notary Public in and for the District of Columbia, do hereby certify that on this the 28 day of February, 19 67, before me personally appeared H. J. Morton, Assistant General Counsel, Bureau of Public Roads, and acknowledged that the foregoing instrument bearing date of February 28, 19 67, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Assistant General Counsel, Bureau of Public Roads.

Witness my hand and seal this 28 day of February, 19 67.

E. J. Seacy
(Notary Public)

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In Compliance with the conditions set forth in the foregoing deed,
the State of Alaska, Department of Highways,
certifies, and by the acceptance of this deed, accepts the right-of-way
over certain land herein described and agrees for itself, its successors
and assigns forever to abide by the conditions set forth in said deed.

By W. C. Goussard

STATE OF Alaska
First Judicial District
COUNTY OF District

I, John L. Olson, a Notary Public in and
for said County and State, hereby certify that W. C. Goussard,
whose name as Commissioner of Highway is signed to the fore-
going conveyance and who is known to me acknowledged before me on this day
that, being informed of the contents of the conveyance, he in his capacity
as such Commissioner, executed the same voluntarily
on this day.

Given under my hand and seal of office this 20th day of April,
1967.

John L. Olson
(Notary Public)

(SEAL)

My Commission Expires December 8, 1969.

Recorded in the Journal of the Department of Highways, in Book 85, Page 1

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