

RECORDING REQUESTED BY)
AND RETURN TO:)
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HIGHWAY EASEMENT DEED

THIS DEED, made this _____ day of _____, 2013, by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the County of Gila, State of Arizona, hereinafter referred to as the Grantee, and as the Highway Agent after its acceptance of the highway:

WITNESSETH:

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

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right of way for Forest Road 64, Control Road; and

WHEREAS, the United States Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer of a right-of-way easement by the Department, over the land to the Grantee; and

NOW THEREFORE, the Department, as authorized by law, does hereby grant to the Grantee, in perpetuity, a non-exclusive right-of-way easement for the reconstruction, operation and maintenance of the existing highway and use of the space above and below the established grade line of the highway for highway transportation purposes, across, and upon the following described land of the United States within the Tonto National Forest, Gila County, State of Arizona, and being situated upon portions of land within the following Townships and Ranges of the Gila & Salt River Base and Meridian:

Township 11 North, Range 12 East

Sections 29 & 30
Township 11 North, Range 11½ East
Sections 5, 6 & 8
Township 11 North, Range 11 East
Section 1
Township 11½ North, Range 11 East
Sections 35 & 36

Forest Road 64, Control Road, is more particularly described on the attached Exhibits 2 and 2B.

If any subsequent survey of said existing Control Road shows that any portion crosses National Forest System land not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

Subject to the following terms, conditions, and covenants:

1. This right-of-way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain additional rights as may be necessary relating to any such outstanding valid claims.
2. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.
3. Consistent with highway safety standards, the Grantee shall:
 - a. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;
 - b. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.
4. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.
5. The Grantee will provide an opportunity for the Forest Supervisor to review plans for any significant realignment or reconstruction of the highway within the easement.
6. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with in that:

- a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;
 - b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.
7. The discovery of a use by the Grantee incompatible with that described in this deed may terminate the easement and vest title in the United States. Upon notification of such termination, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the vesting of title in the United States.
 8. The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

AND further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 01.

IN WITNESS WHEREOF, I, _____, Division Engineer, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

Federal Highway Administration
Division Engineer

County of Jefferson State of Colorado,
Before me personally appeared said _____ and acknowledged the foregoing instrument to be his free act and deed this ___ day of _____, 20__.

(Seal)

Notary Public
My commission expires _____

Exhibit 01

Operation, Maintenance, and Construction Stipulations

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 right-of-way should be nonexclusive with the FS retaining all rights to issue authorizations for uses not inconsistent or incompatible with highway use. The FS shall consult with the Highway Agent on appropriate stipulations to protect the roadway facility prior to the issuance of such authorization.
3. The FS will retain the right to any merchantable timber and all other resource materials not specifically appropriated, within the boundaries of the appropriation. The Highway Agent will notify the FS which timber or other resource materials within the appropriation are scheduled to be removed and the FS will determine whether a timber sale or other authorization for removal is appropriate.
4. All signing within the right of way will be installed and maintained by the Highway Agent. The Highway Agent will provide signs to mark National Forest System boundaries (both for entering and leaving), intersecting Forest Service roads, directional signs to nearby National Forest System information facilities which are staffed throughout the year, and signs to geographic or recreation areas. All signing will be in accordance with the Manual on Uniform Traffic Control Devices. Where feasible, the Highway Agent will install displays (panels or posters), furnished by the FS, at Interstate rest stops near National Forests.
5. The FS may provide conditions protecting the adjacent National Forest System lands from construction and maintenance activities which may cause off-right-of-way adverse effects, such as wildfire, chemical control of vegetation and animals, runoff drainage, and re-vegetation with nonnative species.
6. 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 acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-47011), and State laws where applicable.
7. 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 for the purpose of operation and maintenance of an existing highway and does not include the grant of any rights for non-highway purposes or facilities. 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 Federal Highway Administration 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 Federal Highway Administration 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 United States Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

8. Consistent with highway safety standards, the Grantee shall:
 - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right of way outside of construction limits.
 - 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 existing highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for re-vegetation 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. The Grantee shall maintain all terracing, water bars, leadoff 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.
9. The Grantee shall establish no borrow, sand, or gravel pits, stone quarries, permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way; unless shown on approved construction plans and first obtaining approval of the Regional Forester.
10. The Grantee shall maintain the right-of-way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right of way to be chemically treated.
11. The Grantee will notify the Forest Service when the need for the appropriation no longer exists. Upon notification, the Forest Service will either (1) accept the highway as is, or (2) require rehabilitation standards that the Grantee must complete. Upon completion of the rehabilitation and acceptance of same by the Forest Service, the Grantee will notify the Department, in writing, of the relinquishment. Upon receipt of this notice of relinquishment, by the Department, the lands appropriated will immediately revert to the United States without further legal action.

Exhibit 2

The termini of Forest Road 64, Control Road, being described as follows:

Beginning at the intersection of said road with State Highway 260 located in Government Lot 1 of Section 29, Township 11 North, Range 12 East and proceeding westerly and northwesterly to its intersection with National Forest Road 149 located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 11½ North, Range 11 East.

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, NAD 83, Arizona Zone (AZ83-E, 0201)

Positions for Public Land Survey corners are based on state plane coordinates derived from the Bureau of Land Management Geographic Coordinate Data Base (GCDB).

COORDINATE LIST

Northwest Corner of Section 29, Township 11 North, Range 12 East
N = 1,208,260 E = 412,714

Northeast Corner of Section 35, Township 11½ North, Range 11 East
N = 1,219,479 E = 392,179

Said easement being more particularly described as follows:

A strip of land 100 feet wide, the sidelines of which are parallel with and 50 feet each side of the centerline of said Control Road, across the following parcel, the sidelines of said strip of land are to be lengthened or shortened to eliminate any gaps or overlaps, also are to begin and end at the cited lines:

Parcel 1

Beginning at the intersection of said centerline with State Highway 260, said intersection being located North 77°39' East, 778 feet from the Northwest Corner of said Section 29; Thence along said centerline to its intersection with National Forest Road 149, said intersection being located South 74°04' West, 1865 feet from the Northeast Corner of said Section 35.

Excepting therefrom:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said existing road.

Also any portion of said easement upon non-National Forest land.

The road traverses approximately 6 miles of roadway situated upon National Forest System land, encompassing an area of 72 acres, more or less, within the easement corridor.

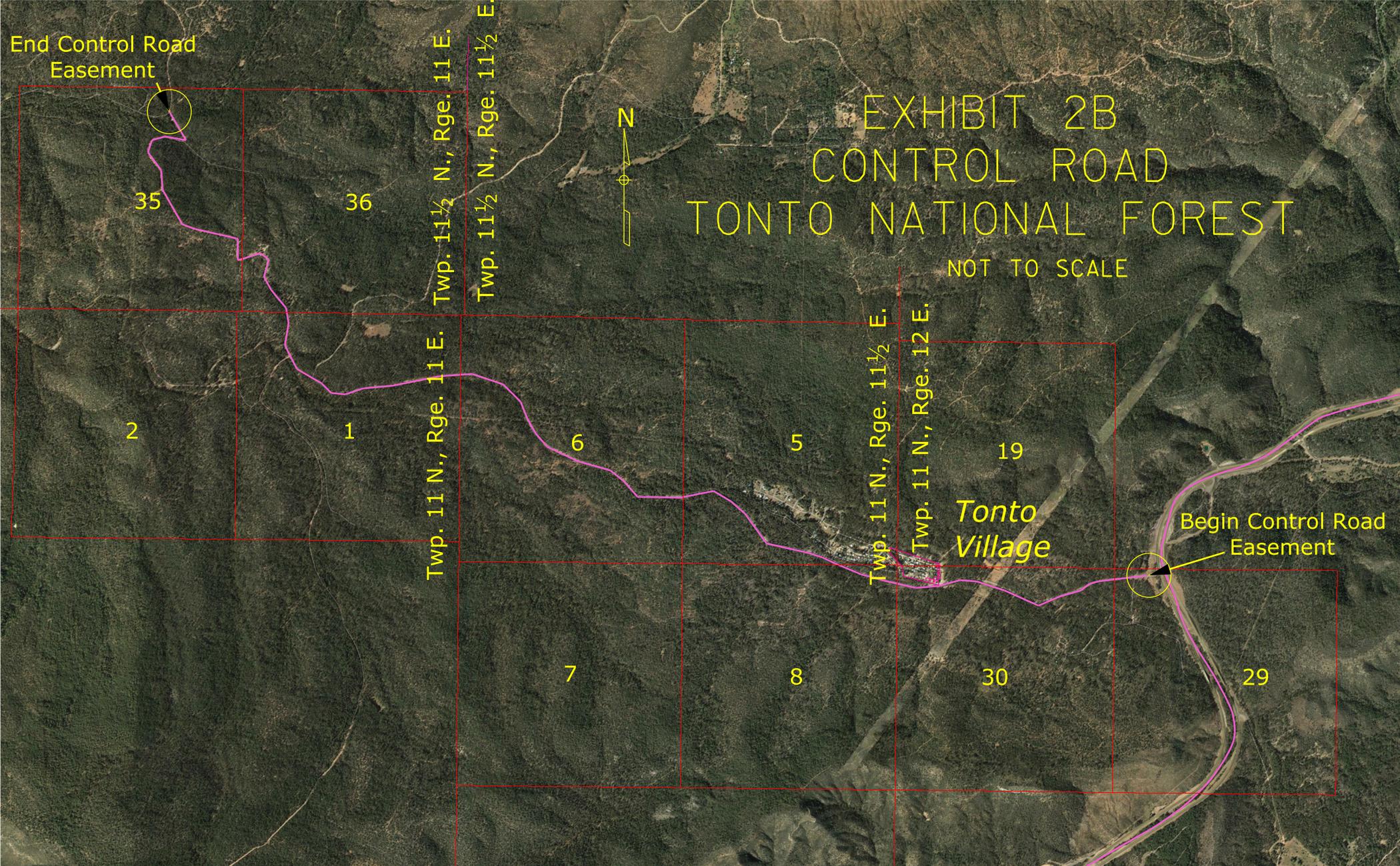


EXHIBIT 2B
CONTROL ROAD
TONTO NATIONAL FOREST

NOT TO SCALE



Twp. 11 1/2 N., Rge. 11 E.
Twp. 11 1/2 N., Rge. 11 1/2 E.

Twp. 11 N., Rge. 11 1/2 E.
Twp. 11 N., Rge. 12 E.

End Control Road Easement

Begin Control Road Easement

Tonto Village

35

36

2

1

6

5

19

7

8

30

29