



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

Legal Services Tel: (207)624-3020 Fax: (207)624-3021
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February 2, 2017

Mr. Mark Hasselmann, Right of Way and Env. Programs Manager
Federal Highway Administration
Edmund Muskie Federal Building
40 Western Avenue
Augusta, ME 04330

RE: Bar Harbor, Maine, Route 3 Highway Reconstruction Project, Hancock County
Federal Aid Project No. STP-1919(700)X, WIN 019197.00

Dear Mr. Hasselmann:

Enclosed please find a fully executed and recorded copy of the Easement for Highway Purposes related to the Federal Land Transfer for the Route 3, Bar Harbor project where the Department of the Interior, National Park Service has jurisdiction in land known as Acadia National Park. The easement is dated January 23, 2017 and was recorded on January 27, 2017 at the Hancock County Registry of Deeds in Book 6709, Page 88.

Thank you for your assistance with this process.

Sincerely,

Kathy A. Rollins
Senior Legal Administrator

Kar/st
Enclosure

Cc: Todd Pelletier, Director, Property Office
Steve Michaud, Senior Property Officer, Highway Program



PRINTED ON RECYCLED PAPER



EASEMENT FOR HIGHWAY PURPOSES

Highway Rehabilitation of a portion of Route 3
Bar Harbor, Hancock County, Maine

KNOW ALL BY THESE PRESENTS, that the **UNITED STATES OF AMERICA**, acting by and through the Department of Transportation, Federal Highway Administration, pursuant to the provisions of the Act of Congress approved October 15, 1966 (80 Stat. 931, 937, Section 6(a) (1)(A)) and all other applicable laws and regulations (hereafter "Grantor") GRANTS to the **STATE OF MAINE**, acting by and through its Department of Transportation, its successors and assigns forever (hereafter "Grantee"), having a mailing address of 16 State House Station, Augusta, Maine, 04333-0016, rights in, over and upon certain parcels of land situated on Route 3 in the Town of Bar Harbor, County of Hancock and State of Maine, WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of 23 U.S.C. Section 317, as amended, for the conveyance of highway easements over certain Federal land in the State of Maine under the jurisdiction of the United States Department of the Interior, National Park Service, and known as Acadia National Park, and

WHEREAS, the Federal Highway Administration Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and the Federal Highway Administrator, has determined that the conveyance of highway easements included in the application is necessary right of way for the reconstruction of a portion of Route 3 in Bar Harbor, Hancock County, Maine, and

WHEREAS, the United States Department of the Interior, acting by and through the National Park Service, has agreed to the transfer by the Grantor of certain highway easements over the land to the Grantee, and

NOW THEREFORE, the Grantor, as authorized by law, and in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (49 CFR 21.1-21.13) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby grant to the Grantee easement rights in, over, upon and across a portion of the **Acadia National Park, Tract Nos. 10-108, 10-120, 10-122, 10-128, 10-129, 10-130, 10-133, 10-135, 10-134, 10-137, 10-138, 10-139, 10-140, 10-141, 10-142, 10-143, 104-01, 104-07**, being shown as Parcel Nos. 98, 99, 100, and 115 on a Maine Department of Transportation Right of Way map developed for the reconstruction of Route 3 entitled, "State Highway "43", Route 3, Bar Harbor, Hancock County, Federal Aid Project No. STP-191(700)X" WIN 019197.00, dated December 2015, Sheets 17 thru 31, said maps being on file with the Department of Transportation, D.O.T. File No. 5-300, and reduced copies of said maps being attached hereto as Exhibit B and incorporated herein by reference, and said easements being more particularly described in a legal description attached hereto as Exhibit A (hereinafter referred to as the "Easement Premises").



BY ACCEPTANCE OF THIS DEED the Grantee agrees to the following terms, conditions, and covenants:

- (1) To comply with State and Federal laws applicable to the project within which the Easement Premises is granted, and to the lands which are included in the right of way, and lawful existing regulations thereunder.
- (2) To clear and keep clear the lands of vegetation within the Easement Premises to the extent and in the manner approved in advance of such work by the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and future maintenance of the project in accordance with such instructions as the Superintendent may specify.
- (3) To take appropriate resource conservation and protection measures within the Easement Premises to the extent and in the manner directed by the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee.
- (4) To follow best management practices for erosion control and stormwater pollution prevention for activities within the Easement Premises as provided in the most current versions of the MaineDOT Best Management Practices for Erosion and Sedimentation Control and the Maine Stormwater Management Design Manual, or equivalent state guidelines or manuals.
- (5) To prevent the disturbance or removal of any public land survey monument or boundary monument/marker unless otherwise approved in writing by the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee.
- (6) To do everything reasonably within its power, both independently and by request of U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee, to prevent and suppress fires on or near the Easement Premises, including making available such forces as may be reasonably obtainable for the suppression of such fires.
- (7) To be responsible during construction for any damage to the lands or other property of the United States caused by it or by its employees, contractors, or employees of the contractors and to indemnify the United States against any liability for damages to life, person or property arising from the occupancy or use of the Easement Premises to the extent that it can legally do so.
- (8) To promptly notify the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee, if any merchantable timber will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States the full stumpage value of the timber to be so cut, removed, or destroyed.

(9) To ensure that only native plant species are used for landscaping and re-vegetation, and obtain approval from the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee, for any species of vegetation to be planted within the Easement Premises, including all grass mixes used for stabilization.

(10) To install and maintain any regulatory traffic signs in accordance with the most current edition of the Manual on Uniform Traffic Control Devices, and prohibit the installation of any signs that are not authorized traffic control devices.

(11) To give timely notice to the U.S. Secretary of Transportation, acting by and through the Federal Highway Administration, when the need for the highway easement herein granted no longer exists and to terminate the rights granted herein so that the land reverts immediately to the full control of the U.S. Department of the Interior, National Park Service. If the easement lands herein granted are used for purposes other than for which it is determined necessary, it shall revert immediately to the U. S. Department of the Interior, National Park Service.

(12) To restore the land upon revocation and/or termination of the easement to its original condition, so far as it is reasonably possible, to the satisfaction of the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee.

(13) The Grantee does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns (a) that 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 the right of way hereby conveyed and (b) that the Grantee shall use said right of way 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 program of the Department of Transportation, in effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department of the Interior shall have the right to re-enter said right of way and any facilities thereon and the above-described land and facilities shall thereupon revert to and vest in and become the absolute property of the U.S. Department of the Interior, National Park Service and its successors and assigns, as such interest existed prior to this instrument.

(14) To comply with the express condition that the exercise of the grant of the easement will not unduly interfere with the management and administration by the United States of the land affected thereby. MaineDOT agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the Easement Premises not actually occupied for the purpose of the granted rights to the extent that it does not interfere with the full and safe utilization thereof by MaineDOT.

(15) To allow authorized representatives of the United States to have the right of access to the Easement Premises for the purpose of making inspections and monitoring the construction, operation and maintenance of facilities.

(16) To comply with 36 CFR Part 14, Subpart D, Section 59, which states that the easement granted shall be for the specific highway use described herein and may not be construed to include the further right to authorize any other uses within the Easement Premises unless approved in writing by the U.S. Department of the Interior, National Park Service, acting by and through the Superintendent of Acadia National Park or his or her designee.

(17) To not assign or otherwise transfer any interest in the lands herein granted without the prior written consent of Federal Highway Administration.

(18) That the easement herein granted shall terminate 10 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 period.

(19) That the easement is subject to outstanding valid claims, if any, existing on the date of the this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said STATE OF MAINE, Department of Transportation, its successors and assigns, forever.

WITNESS WHEREOF, I, Todd D. Jorgensen, in my capacity as Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, hereunto set my hand this 23rd day of January, 2017.

UNITED STATES OF AMERICA
Department of Transportation

Federal Highway Administration

Kathy A. Ramin
WITNESS

By: Todd D. Jorgensen
Todd D. Jorgensen
Division Administrator, duly authorized

STATE OF MAINE
COUNTY OF KENNEBEC

Date: January 23, 2017

Personally appeared the above-named Todd D. Jorgensen, Division Administrator of the Federal Highway Administration as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said United States of America, Department of Transportation.

Before me,

Amy E. Hughes
Notary Public

Print name: _____

Commission Expires: _____

AMY E. HUGHES
Notary Public • Maine
My Commission Expires November 9, 2018

In compliance with the conditions set forth in the foregoing deed, the State of Maine, certifies, and by acceptance of this deed, accepts the highway easements over certain land herein described and agrees for itself, its successors and assigns forever, to abide by the conditions set forth in said deed.

IN WITNESS WHEREOF, the said State of Maine, Department of Transportation has caused this instrument to be executed by David Bernhardt, its duly authorized Commissioner, this

18 day of January, 2018.

STATE OF MAINE
Department of Transportation

Rebekah Pushard
WITNESS

By: [Signature]
David Bernhardt
Commissioner, duly authorized

STATE OF MAINE
COUNTY OF KENNEBEC

Date: 1-18-17

Personally appeared the above-named David Bernhardt, Commissioner of the Maine Department of Transportation, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine, Department of Transportation.

Before me,

Rebekah Pushard
Notary Public

Print name:

Commission Expires:

REBEKAH PUSHARD
NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES 8-11-2021

ATTORNEY CERTIFICATION

I, Toni L. Kemmerle, an attorney duly licensed to practice law in the State of Maine, hereby certify that this deed is legally sufficient for its stated purposes.

Date: December 12, 2018

By: Toni L. Kemmerle
Toni L. Kemmerle, Esq.
Chief Counsel, MaineDOT

EXHIBIT A
United States of America to State of Maine
Bar Harbor, Route 3
Legal Description

BOUNDARY DESCRIPTION OF EASEMENT FOR HIGHWAY PURPOSES

The perpetual right to enter, construct and maintain a public way in, over, and upon land of the United States of America, Department of the Interior, Acadia National Park, within the following described boundaries:

Parcel No. 99

Area 1

Beginning at a point in the present southwesterly line of State Highway "43" (Route 3), said point being thirty-five (35) feet southwesterly from and as measured along a line normal to the Base Line at about Station 272+07;

Thence northeasterly, southeasterly and southwesterly along the present southwesterly line of State Highway "43" (Route 3), as the same may run, about one hundred eighty-two (182) feet to a point thirty-five (35) feet southwesterly from and as measured along a line normal to the Base Line at about Station 273+73;

Thence northwesterly along a curved line, thirty-five (35) feet southwesterly from and concentric with the Base Line, about one hundred seventy-one (171) feet to the point of beginning.

Area 2

Beginning at a point twenty-five (25) feet southwesterly from and as measured along a line at right angles to the Base Line at P.T. Station 292+60.10;

Thence northwesterly along a curved line, twenty-five (25) feet southwesterly from and concentric with the Base Line, about twenty-eight (28) feet to the present southwesterly line of State Highway "43" (Route 3), said point being twenty-five (25) feet southwesterly from and as measured along a line normal to the Base Line at about Station 292+33;

Thence northeasterly along the present southwesterly line of State Highway "43" (Route 3), about four (4) feet to an angle point in said line, said point being about twenty-one (21) feet southwesterly from and as measured along a line normal to the Base Line at about Station 292+33;

Thence southeasterly along the present southwesterly line of State Highway "43" (Route 3), as the same may run, about six hundred twenty-five (625) feet to a point in the present southeasterly line of land of the Grantor, said point being about twenty-three (23) feet southwesterly from and as measured along a line normal to the Base Line at about Station 298+58, and marked by a NPS granite monument;

Thence southwesterly along the present southeasterly line of land of the Grantor, about two (2) feet to a point twenty-five (25) feet southwesterly from and as measured along a line normal to the Base Line at about Station 298+58;

Thence northwesterly along a curved line, twenty-five (25) feet southwesterly from and concentric with the Base Line, about one hundred ninety-nine (199) feet to a point twenty-five (25) feet southwesterly from and as measured along a line at right angles to the Base Line at P.C. Station 296+58.69;

Thence N. $47^{\circ}24'56.9''$ W. three hundred ninety-eight and fifty-nine hundredths (398.59) feet to the point of beginning.

Area 3

Beginning at a point twenty-seven (27) feet southwesterly from and as measured along a line at right angles to the Base Line at P.T. Station 305+96.75;

Thence northeasterly along a curved line twenty-seven (27) feet southwesterly from and concentric with the Base Line, about thirty-five (35) feet to a point in the present southwesterly line of State Highway "43" (Route 3), said point being twenty-seven (27) feet southwesterly from and as measured along a line normal to the Base Line at about Station 305+61;

Thence southeasterly along the present southwesterly line of State Highway "43" (Route 3) about two hundred seventy-one (271) feet to a point twenty-seven (27) feet southwesterly from and as measured along a line normal to the Base Line at about Station 308+30;

Thence northwesterly along a curved line, twenty-seven (27) feet southwesterly from and concentric with the Base Line, about one hundred five (105) feet to a point twenty-seven (27) feet southwesterly from and as measured along a line at right angles to the Base Line at P.C. Station 307+28.05;

Thence N. $35^{\circ}45'21.5''$ W. one hundred thirty-one and thirty hundredths (131.30) feet to the point of beginning.

Parcel No. 115

Beginning at a point thirty-three (33) feet northeasterly from and as measured along a line at right angles to the Base Line at P.C. Station 259+01.27;

Thence southeasterly along a curved line, thirty-three (33) feet northeasterly from and concentric with the Base Line, three hundred one and ninety-six hundredths (301.96) feet to a point thirty-three (33) feet northeasterly from and as measured along a line at right angles to the Base Line at P.T. Station 261+94.03;

Thence S. 39°54'19.5" E. five hundred sixty-three and fifty-six hundredths (563.56) feet to a point thirty-three (33) feet northeasterly from and as measured along a line at right angles to the Base Line at P.C. Station 267+57.59;

Thence southeasterly along a curved line, thirty-three (33) feet northeasterly from and concentric with the Base Line, about two hundred nineteen (219) feet to a point in the present southeasterly line of land of the Grantor, said point being thirty-three (33) feet northeasterly from and as measured along a line normal to the Base Line at about Station 269+68;

Thence southwesterly along the present southeasterly line of land of the Grantor, about seven (7) feet to a point in the present northeasterly line of State Highway "43" (Route 3), said point being about twenty-seven (27) feet northeasterly from and as measured along a line normal to the Base Line at about Station 269+71;

Thence northwesterly along the present northeasterly line of State Highway "43" (Route 3), as the same may run, about seventeen hundred thirty-one (1731) feet to a point in the present northwesterly line of land of the Grantor, said point being about twenty-five (25) feet northeasterly from and as measured along a line at right angles to the Base Line, at about Station 252+51, and marked by a NPS granite monument;

Thence northerly along the present westerly line of land of the Grantor, about eight (8) feet to a point thirty-three (33) feet northeasterly from and as measured along a line at right angles to the Base Line at about Station 252+50;

Thence S. 55°52'49.6" E. about six hundred fifty-one (651) feet to the point of beginning.

DESCRIPTIONS OF EASEMENTS AND TEMPORARY RIGHTS

The following described easements and temporary construction rights in land are described at the locations and to the extent specified, and as shown on the Right of Way map hereinbefore mentioned:

SLOPE EASEMENT

The right to enter, clear, grub and/or construct, and maintain slopes of the highway, as long as they are necessary for highway purposes, on land outside of and adjoining the southwesterly boundary line of State Highway "43" (Route 3) and within the limits defined by the "Slope Easement Limits" as shown on the beforementioned Right of Way map, at the following locations:

Parcel No.	Location:
98	Right of Base Line at Sta. 222+05 to Sta. 222+70

Parcel No.	Location:
99	Right of Base Line at Sta. 225+50 to Sta. 226+25
	Right of Base Line at Sta. 272+06 to Sta. 273+50
	Right of Base Line at Sta. 273+73 to Sta. 274+50
	Right of Base Line at P.T. Sta. 292+60.10 to Sta. 294+00

SLOPES AND TOE OF SLOPE DITCH EASEMENT

The right to enter, clear, grub and/or construct, and maintain slopes and toe of slope ditches and to flow water through and along said ditches as long as they are necessary for highway purposes, on land outside of and adjoining the southwesterly boundary line of State Highway "43" (Route 3) and within the limits defined by the "Slope Easement Limits" as shown on the beforementioned Right of Way map, at the following locations:

Parcel No.	Location:
99	Right of Base Line at Sta. 224+05 to Sta. 225+25
	Right of Base Line at Sta. 291+35 to P.T. Sta. 292+60.10

OUTLET DRAINAGE STRUCTURE EASEMENT

The perpetual right to enter upon land outside of and adjoining the boundary lines of State Highway "43" (Route 3) for all purposes necessary to install, construct, maintain, repair, remove and/or replace an outlet drainage structure and to flow water through and from the same over and across adjoining land in the direction specified, as shown on the above-referenced Right of Way map, at the following locations:

Parcel No.	Location:	Direction of Flow
99	Sta. 223+25 to Sta. 223+40 Right of Base Line	Southwesterly
115	Sta. 252+83 to Sta. 253+03 Left of Base Line	Northeasterly
	Sta. 254+30 to Sta. 254+50 Left of Base Line	Northeasterly
	Sta. 256+68 to Sta. 256+83 Left of Base Line	Northeasterly
	Sta. 261+54 to Sta. 261+75 Left of Base Line	Northeasterly
	Sta. 262+44 to Sta. 262+69 Left of Base Line	Northeasterly
	Sta. 267+50 to Sta. 267+75 Left of Base Line	Northeasterly
	Sta. 269+22 to Sta. 269+50 Left of Base Line	Northeasterly

INLET DRAINAGE STRUCTURE EASEMENT

The perpetual right to enter upon land outside of and adjoining the southwesterly boundary line of State Highway "43" (Route 3) for all purposes necessary to install, construct, maintain, repair, remove and/or replace an inlet drainage structure and to flow water through and from the same over and across adjoining land in the direction specified, as shown on the above-referenced Right of Way map, at the following locations:

Parcel No.	Location:	Direction of Flow
99	Sta. 233+35 to Sta. 233+75 Right of Base Line	Northeasterly
	Sta. 291+70 Right of Base Line	Northeasterly
	Sta. 295+75 to Sta. 295+95 Right of Base Line	Northerly

DRAINAGE STRUCTURE EASEMENT

The perpetual right to enter upon land outside of and adjoining the boundary lines of State Highway "43" (Route 3) for all purposes necessary to install, construct, maintain, repair, remove and/or replace a drainage structure, as shown on the above-referenced Right of Way Map, at the following location(s):

Parcel No.	Location:	Direction of Flow
99	Sta. 223+40 to Sta. 224+05 Right of Base Line	Northwesterly

CONSTRUCTION AND MAINTENANCE EASEMENT

The perpetual right to enter upon land outside of and adjoining the southwesterly boundary line of State Highway "43" (Route 3) for all purposes necessary to construct, install, maintain, repair, remove and/or replace a pedestrian sidewalk appurtenant to the Project within the limits defined by the "Construction and Maintenance Easement Limits" as shown on the above-referenced Right of Way map, at the following location(s):

Parcel No.	Location:
99	Right of Base Line at Sta. 304+83 to Sta. 305+10

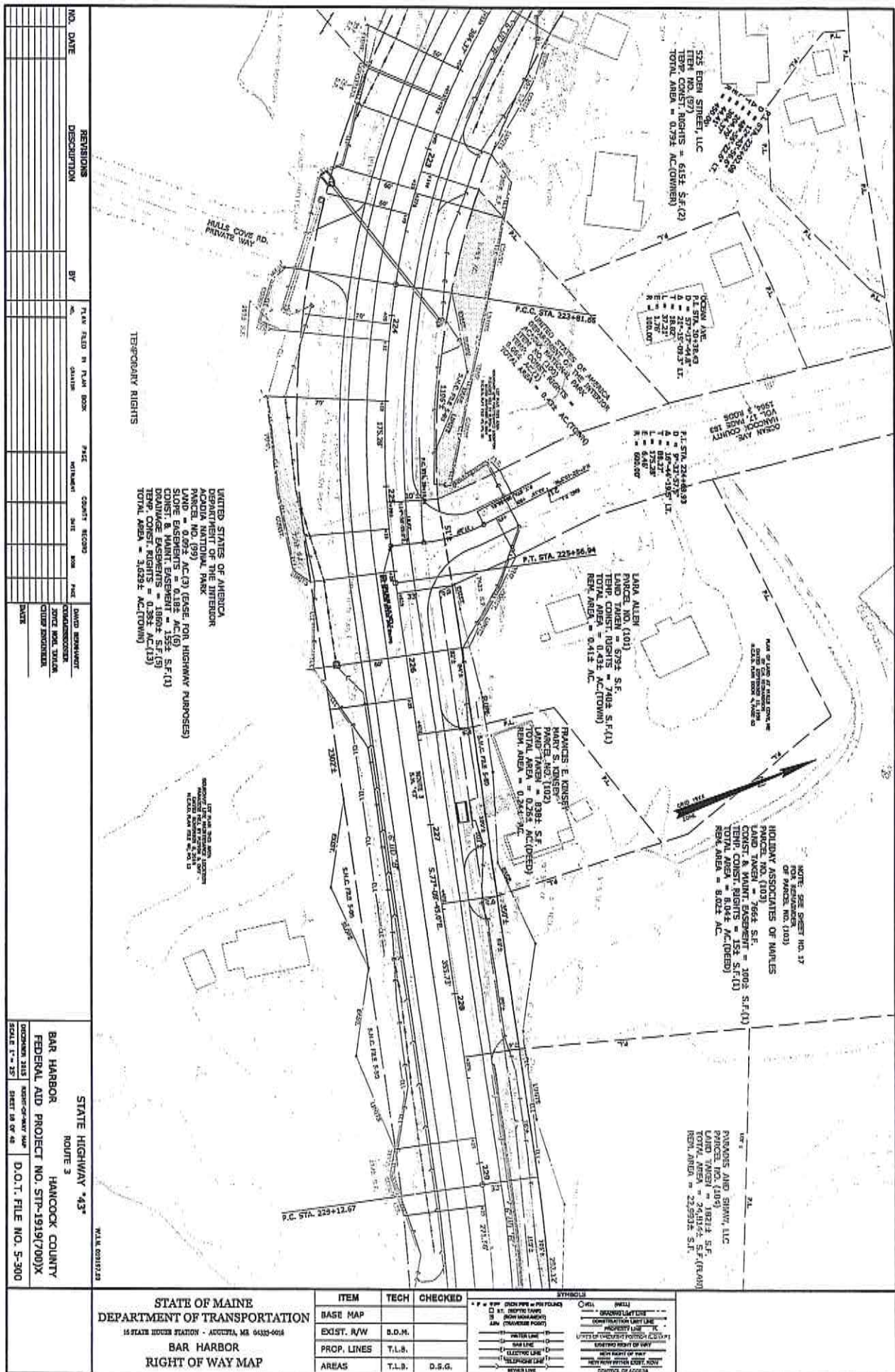
TEMPORARY CONSTRUCTION RIGHTS

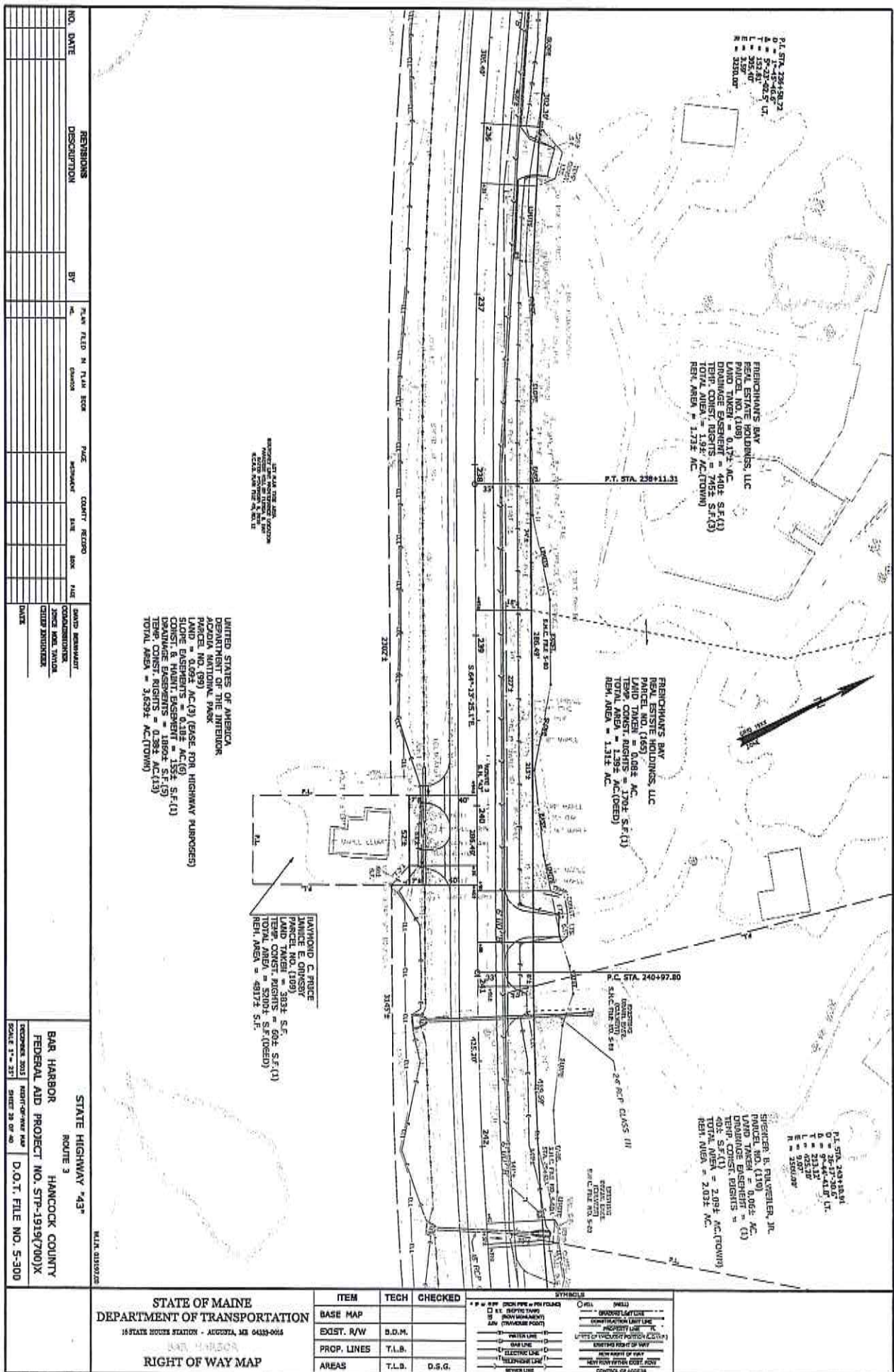
The right, for the duration of the period of the Project construction as determined by the date of completion of construction according to the records of the Department of Transportation, to enter upon land outside of and adjoining the boundary lines of State Highway "43" (Route 3) to perform the work as set forth below within the limits defined as "Temporary Construction Limits" as shown on the above-referenced Right of Way map.

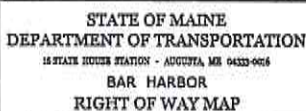
Said right may include, but is not limited to, necessary excavating, placing of fill material, curbing, loaming, seeding, paving, installation of structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading said adjoining land, in order to allow for project construction in accordance with all governing regulations and other requirements of law.

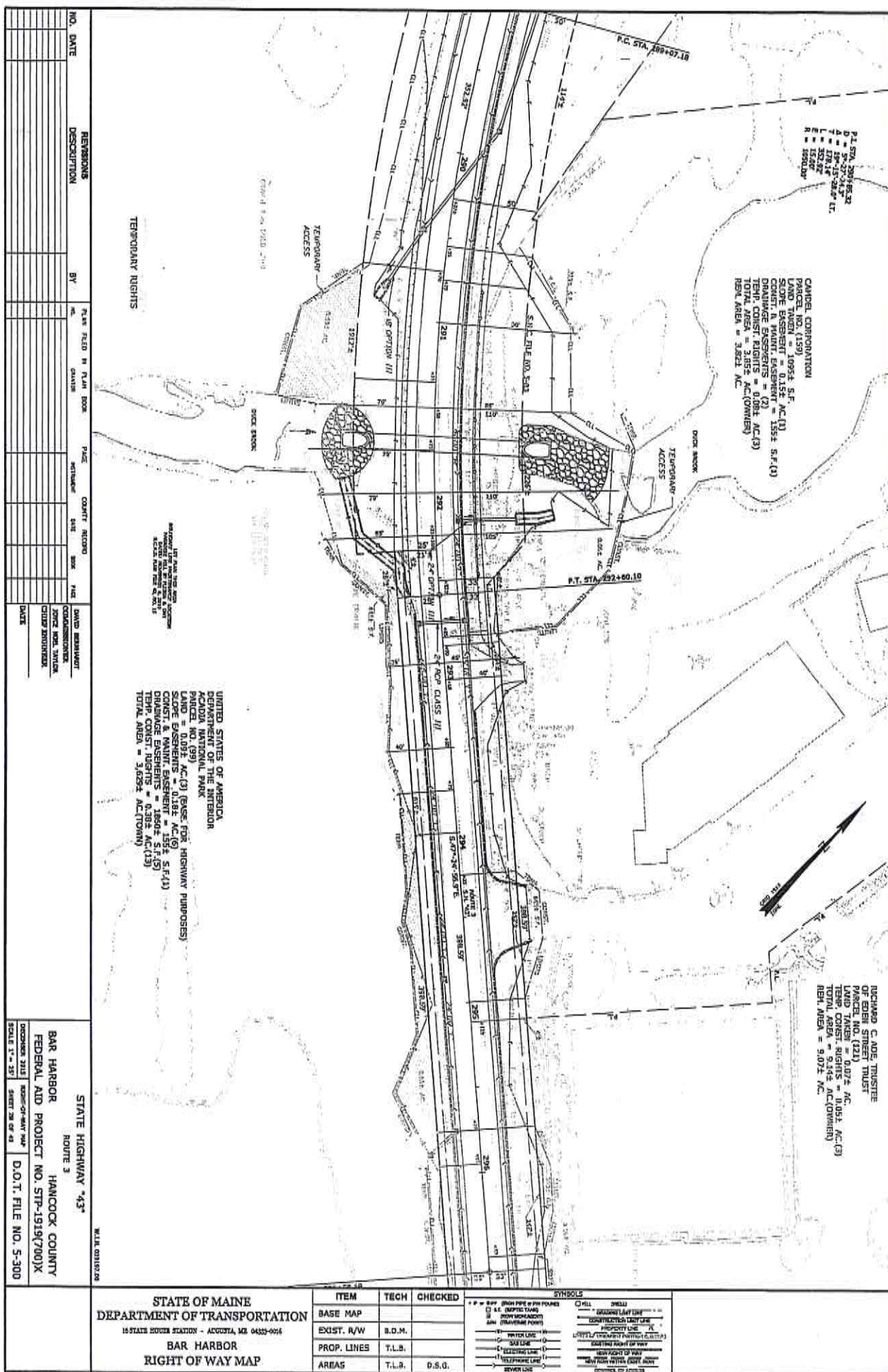
Parcel/ Item	Location:	Lt./Rt.
98	Sta. 222+50 to Sta. 222+70	Right of Base Line
99	Sta. 222+69 to Sta. 222+90	Right of Base Line
	P.C.C. Sta. 223+81.66 to Sta. 224+15	Right of Base Line
	Sta. 224+50 to Sta. 225+50	Right of Base Line
	Sta. 228+85 to Sta. 229+25	Right of Base Line
	Sta. 233+00 to Sta. 233+45	Right of Base Line
	Sta. 233+45 to Sta. 234+70	Right of Base Line
	Sta. 242+90 to Sta. 243+15	Right of Base Line
	Sta. 273+50 to Sta. 273+73	Right of Base Line
	Sta. 290+70 to Sta. 291+50	Right of Base Line
	Sta. 292+25 to Sta. 293+00	Right of Base Line
	Sta. 293+75 to Sta. 295+75	Right of Base Line
	Sta. 295+95 to Sta. 298+58	Right of Base Line
	Sta. 304+87 to Sta. 308+65	Right of Base Line
100	Sta. 223+14 to Sta. 225+09	Left of Base Line
115	Sta. 264+75 to Sta. 265+60	Left of Base Line
	Sta. 269+45 to Sta. 269+68	Left of Base Line

EXHIBIT B
United States of America to State of Maine
Bar Harbor, Route 3
Right of Way Maps









TEMPORARY RIGHTS

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
ACADIA NATIONAL PARK
PARCEL NO. (39)
LAND = 0.03 AC. (3) (BASED FOR HIGHWAY PURPOSES)
SCORE ELEMENTS = 0.18 AC. (6)
CONST. & NATURAL ELEMENTS = 155 S.F. (1)
DRIVEWAYS ELEMENTS = 16400 S.F. (5)
TOTAL CONST. ELEMENTS = 0.30 AC. (15)
TOTAL AREA = 3.628 AC. (7000)

