

DEPARTMENT OF TRANSPORTATION HIGHWAY EASEMENT DEED

THIS DEED, made this _____ day of __, 20__, 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 State of Minnesota, 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 (and Section 107(d)), for the right-of-way of a highway over certain land owned by the United States in the State of Minnesota, which is under the jurisdiction of the Department of Agriculture, Forest Service, and

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966 (80 Stat. 931,937, Section 6(a)(1)(A)) and

WHEREAS, the Minnesota Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for Minnesota State Trunk Highway (TH) 1, Lake County MN (Forest Highway 3), State Project (SP) 3801-92 and 3802-21, 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, 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 highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States within the Superior National Forest, Lake County, State of Minnesota:

Township 59 North, Range 8 West, 4TH Principal Meridian:
Part of Sections 5, 8 and 9 (See Exhibit A, Parcel 3802-901-0081);
Part of Sections 6 and 7 (See Exhibit B, Parcel 3802-901-0060);

Township 59 North, Range 9 West, 4TH Principal Meridian:
Part of Sections 1 (See Exhibit B, Parcel 3802-901-0060);

Township 60 North, Range 9 West, 4TH Principal Meridian:
Part of Sections 25, 26, 27, 33, 34, 35 and 36 (See Exhibit C, Parcel 3802-901-0032);
Part of Sections 28 (See Exhibit D, Parcel 3802-901-0031);
Part of Sections 30 and 31 (See Exhibit E, Parcel 3802-901-0303);
Part of Sections 31 and 32 (See Exhibit F, Parcel 3802-901-0019);
Part of Sections 32 and 33 (See Exhibit G, Parcel 3802-901-0022);

Township 60 North, Range 10 West, 4TH Principal Meridian:
Part of Sections 25, 26, 27, 28 and 36 (See Exhibit E, Parcel 3802-901-0303);

Township 61 North, Range 11 West, 4TH Principal Meridian:

Part of Sections 3 (See Exhibit H, Parcel 3801-901-0012);
Part of Sections 11, 12 and 13 (See Exhibit I, Parcel 3801-901-0013);

Township 62 North, Range 11 West, 4TH Principal Meridian:
Part of Sections 33 (See Exhibit J, Parcel 3801-901-0401);

Totaling 246.84 acres and as more particularly described in EXHIBITS A-J and the Parcel maps made a part hereof.

This easement is subject to the Stipulations shown as EXHIBIT I, as attached hereto and incorporated herein, and 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 Forest Supervisor shall make determination as to the necessity for archaeological 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.
- 3) Unless the Grantee and Forest Supervisor stipulate as to a shorter time, the easement herein granted shall terminate ten (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 ten-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, operation and maintenance of a highway in accordance with the approved plans described in the following condition number 5 and does not include the grant of any rights for non-highway purposes or facilities:
 - a) 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. The Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights. 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 shall be in accordance with the provisions of Title 23, United States 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 Title 23, Code of Federal Regulations, part 771, and the

construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on Federal-aid projects.

The Forest Supervisor shall be provided an opportunity to review plans relative to effects, if any, that the project 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 Forest Supervisor 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 Forest Supervisor, or when deemed appropriate, supplemented by written stipulation between the Forest Supervisor and the Grantee, prior to the start of construction.

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

- a) Provided, that if it is subsequently deemed necessary that the approved plans, specifications, or stipulations be amended or supplemented, any amendment or supplement shall be approved by the Forest Supervisor 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 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 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 Forest Supervisor and the Grantee prior to completion of the highway and 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.
- 7) 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, without first obtaining approval of the Forest Supervisor.
- 8) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Forest Supervisor. 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 chemically treated.

- 9) 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 (a) no person 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 with regard to any facility located wholly or in part on, over or under such lands hereby conveyed, (b) that 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 as said Regulations may be amended.
- 10) The Grantee agrees that in the event of breach of the above mentioned nondiscrimination covenants, the Department reserves the right to declare the terms of this grant terminated in whole or in part and to revert title in the United States and to control of the Department of Agriculture - Forest Service, and its assigns, as such interest existed prior to this instrument.
- 11) When need for the easement herein granted shall no longer exist, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Agriculture.

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

WITNESS:

By: _____

_____ Administrator

Federal Highway Administration
UNITED STATES OF AMERICA)
STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for
_____ do hereby certify that on this the _____ day of
_____, 20____, before me personally appeared:
_____ Administrator, Federal Highway Administration, and
acknowledged that the foregoing instrument bearing the date of _____,
20____, was executed by them in their official capacity and by authority in them vested by law, for the
purposes and intents in said instrument describe and set forth, and acknowledged the same to be their free
act and deed as _____ Administrator, Federal Highway Administration.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

(SEAL)

My Commission Expires: _____

Certificate of Acceptance

In compliance with the conditions set forth in the foregoing deed, the State of Minnesota, Department of Transportation, 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 _____

Director, Office of Land Management,

STATE OF MINNESOTA)

COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, do hereby certify that, _____ whose name appears as Director, is signed to the foregoing 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 Director, Office of Land Management, Department of Transportation, executed the same voluntarily on this day.

Given under my hand and seal of office this _____ day of _____ 20_____.