

EXHIBIT N

ARRANGEMENT OF SETTLEMENT PERTAINING TO RAILS ON ABANDONED  
RIGHT-OF-WAY OF THE COPPER RIVER AND NORTHWESTERN RAILWAY  
BETWEEN CORDOVA AND KENNICOTT, ALASKA

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ARRANGEMENT OF SETTLEMENT made this 11<sup>th</sup> day of December, 1957,  
by and between the United States of America, hereinafter referred to as  
the "Government;" and Ruben Grevnin of 4387 West Jefferson Avenue, Escora-  
29, Michigan, Charles Roman of 3717 Winogap Avenue, Pittsburgh 4, Penn-  
sylvania, and William T. Murry of 1615 - 9th Avenue, West, Seattle 99,  
Washington, hereinafter referred to as "Grevnin, et al.," WITNESSETH:

WHEREAS, during the early part of 1939, and formalized by Inter-  
state Commerce Commission decision dated April 21, 1939 (Finance Docket  
"c. 12164), the Copper River and Northwestern Railway Company terminated  
operations of its line between Cordova and Kennicott, Alaska; and on March  
31, 1945, the right-of-way thereof was relinquished to the Government; and

WHEREAS, Warren M. Garrison of 251 Central Building, Seattle, Wash-  
ington, claimed certain rights, title and interest in the rails on the  
roadbed of said right-of-way by reason of an alleged conveyance from the  
Copper River and Northwestern Railway Company, which rails were the subject  
of a suit filed on February 24, 1949, by said Warren M. Garrison against  
the Regional Administrator, Bureau of Land Management, United States Depart-  
ment of the Interior, and others, in the United States District Court for  
the Territory of Alaska, Third Division, which suit was subsequently dis-  
missed with prejudice upon certain agreed to stipulations and the execution  
under date of April 6, 1950, of a contract between the aforesaid Warren  
Garrison and the Government pertaining to removal of the rails; and

WHEREAS, on March 4, 1952, said contract was modified and extended  
November 15, 1954, with the right therein reserved, upon showing of  
and sufficient cause, to a further extension of two years if applied for in  
writing before August 15, 1954; said modification also recognized Ruben  
Grevnin, Harold H. Dent, William T. Murry, Roy L. Bair and Charles Roman as

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~~Placed in error through error of assignment regarding~~  
William M. Garrison; and

WHEREAS, on August 13, 1954, Ruben Grevnin, in behalf of himself and Associates, through his Attorney, David I. Huber, filed a request for a two year extension of the contract; thereafter extension papers were submitted to Grevnin and Associates for signature; but subsequently the Government, by decision dated January 26, 1956, stated that it declined to extend the contract because of failure of Grevnin and Associates to show good cause why such extension should be granted; and

WHEREAS, pursuant to the terms of the Federal-Aid Highway Act of 1956 (70 Stat. 374), the Bureau of Public Roads, United States Department of Commerce, assumed jurisdiction over the aforesaid abandoned former right-of-way of the Copper River and Northwestern Railroad; and

WHEREAS, on September 20, 1956, Grevnin, et al., filed an action against Edward Woolley, individually and as Director, Bureau of Land Management, in the United States District Court for the District of Columbia, Civil Action No. 3887-56, for orders, both temporary and permanent, restraining the Government from removing or disposing of the rails; a declaratory judgment that Grevnin, et al., have title to said rails; and for an injunction requiring the Government to permit Grevnin, et al., to remove the rails. This action is now pending on appeal filed by Grevnin, et al., from a judgment in the aforesaid District Court; and

WHEREAS, on October 16, 1956, Grevnin, et al., also filed an action against the Government in the United States Court of Claims, No. 149-56, to recover the value of rails removed and used by the Government for road building purposes along the aforesaid right-of-way, which action is presently pending; and

WHEREAS, it appears from matters of record that Grevnin, et al., are the sole parties in interest having any alleged or potential rights in or to the rails adverse to those of the Government; and

WHEREAS, it is the desire of the parties hereto, and it is deemed in the best interests of the Government, to reach a settlement of all issues pertaining to the rails removed and used by the Government as aforesaid, and as to all rights, title and interest in and to the rails and other physical property remaining on said right-of-way.

WHEREUPON, and in consideration of the premises, the parties hereto stipulate and agree as follows:

1. Grevnin, et al., agree that they will, contemporaneously with the execution of this instrument, withdraw their pending actions against the Government or its agents; to wit (1) their appeal from the judgment in the United States District Court for the District of Columbia, Civil Action No. 3887-56, styled Grevnin, et al., v. Woolley, and (2) their action in the United States Court of Claims, No. 449-56, styled Grevnin, et al., v. United States. Both of said actions are to be withdrawn with prejudice under the terms and conditions prescribed by the United States Department of Justice and in accordance with the rules of the respective Courts.

2. Grevnin, et al., for themselves individually and their heirs, successors and assigns, do hereby grant, convey, release and surrender to the Government all their rights, title and interest, however derived and whether vested, inchoate or potential, in and to all rails together with ties, plates or other physical property on or about the roadbed on the abandoned former right-of-way of the Copper River and Northwestern Railroad between Cordova and Kennicott, Alaska, and all their rights, title and interest claimed or alleged in and to the rails previously removed by the Government from said right-of-way.

3. The Government does hereby grant and convey to Grevnin, et al. the right to remove rails between the following points and under the conditions stated:

(a) All the rails now situated on or stored on the roadbed on said abandoned former right-of-way of the Railroad between Chitina and McCarthy, excepting therefrom 250 tons of said rails suitable for highway bridge construction as selected by the Government from the rails in place or from those stored as aforesaid, title to such 250 tons of rails being expressly reserved to the Government.

(b) Eleven hundred tons of rails now situated on or stored near the roadbed on said abandoned former right-of-way of the Railroad between the north boundary of Shugasc National Forest, at approximately milepost 39, and Chitina. Not to exceed one-half of this quantity of rails, or 550 tons, may be obtained from that portion of said section of right-of-way between milepost 39 and milepost 50, and the balance thereof to be obtained from the remaining portion of said right-of-way between milepost 50 and Chitina.

4. The authority and rights of Grevnin, et al., under paragraph 3 above, to remove the rails as specified therein, shall begin on the day and year first above written and continue for a period of seven years thereafter; and upon the ending of said seven year period, such authority and rights shall terminate and cease.

5. Title to the rails removed by Grevnin, et al., under paragraph 3 above, shall vest in them immediately upon the removal of the rails, and shall remain in them so far as the Government may be concerned even though the rails may temporarily remain in storage on Government lands as hereinafter permitted.

The Government will, upon application of Grevnin, et al., appropriate agency of the Government having jurisdiction over the matter, and subject to its regulations, grant to Grevnin, et al., a permit to store on Government lands near the said right-of-way or at other suitable locations to be agreed upon, rails removed by them under the terms of this

instrument, to be of seven years from the date of the seven year  
period stated in paragraph 4 above; Provided, that all rails must be  
fully and completely removed from the Government lands by the date of  
ending of said seven year period and any rails not so removed shall  
thereupon become the property of the Government.

7. No liability shall attach to the Government, its agents or any  
of its contractors, for any damage from any cause whatsoever that might  
occur to the rails to which Grevin, et al., have the authority and right  
to remove under paragraph 3 above, or for any loss of such rails while  
they remain on Government lands either in storage or otherwise.

8. The Government is constructing a highway progressively along  
the general route of said abandoned former right-of-way of the Railroad.  
If any rails with respect to which Grevin, et al., have the authority  
and right to remove hereunder lie in the immediate path of construction  
work, the Government and its designated agents or contractors shall have  
the right to cover, remove or use such rails, and with respect to such  
rails all rights of Grevin, et al., hereunder shall end.

9. Grevin, et al., shall have free ingress and egress over  
Government lands, upon application to the appropriate agency of the  
Government having jurisdiction over such lands, and subject to its  
regulations, for the purpose of exercising the rights granted to them  
herein, which rights of ingress and egress shall not be terminated by the  
Government except for due cause under any general condition of said  
regulations, or in case of war, or for the national defense, or in the  
event of a national emergency, or in the event of the seven year  
period stated in paragraphs 4 and 6 hereof. Other than for the latter  
any such termination shall only be for a limited period commensurate with  
the cause thereof.

10. Grevin, et al., will not be required to pay any additional consideration for the rights granted to them hereunder, or to make any payment for or on account of the removal, sale or other disposition of any rails removed under the terms of this instrument.

11. The Government will return to Ruben Grevin the full amount of the security heretofore deposited by him in connection with the aforesaid contract of April 6, 1950, as modified on March 4, 1952, previously entered into with respect to the rails.

It is further UNDERSTOOD AND AGREED:

1. That this Arrangement of Settlement contains all of the terms and conditions agreed upon by the parties hereto; and no other agreements, oral or otherwise, regarding the subject hereof shall be deemed to exist or to bind any of the parties hereto, but this shall not affect, as among those comprising Grevin, et al., any distribution of their respective shares in the removal, sale or other disposition of the rails.

2. That all rights to remove the rails granted herein to Grevin, et al., shall not be subject to transfer or assignment, and the time period within which said rails may be removed shall not be renewed or extended.

IN WITNESS WHEREOF, the parties hereto have executed this Arrangement of Settlement, in quadruplicate, as of the day and year first above written.

RUBEN GREVIN

Ruben Grevin

CHARLES ROMAN

Charles Roman

WILLIAM T. MURRY

William T. Murry

By Charles Roman  
Attorney in Fact

UNITED STATES OF AMERICA

By

C. K. G. ...  
Commissioner of Public Roads,  
Bureau of Public Roads,  
Department of Commerce

CONCUR:

Department of the Interior

Franklin ...  
Director, Bureau of Land Management