

4468-005
Powell Co here
AR-25
Rev. 7/27/00

HIGHWAY EASEMENT DEED

THIS DEED, made this 5th day of September, 2007, 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 Montana, Department of Transportation, 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 (Title 23, USC, Section 317), for the right-of-way for highway use over certain land owned by the United States in the State of Montana, which is under the jurisdiction of the Bureau of Land Management, hereinafter, BLM; and,

WHEREAS, the Federal Highway 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 Federal Aid Highway project STPS 271-2(5)7; and,

WHEREAS, the BLM 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 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, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Sections 2000d-2000d-4), does hereby grant to the GRANTEE an easement for right-of-way for the construction or reconstruction, maintenance and operation of public highway on, over, across, in , and upon the following described land of the United States within the County of Powell, State of Montana,

<u>Township</u>	<u>Range</u>	Principal Meridian, Montana
12 North	11 West	
 <u>Section</u>	 <u>Subdivision</u>	
6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	

and as shown on the following described plats:

<u>Drawing No.</u>	<u>Dated</u>	<u>Number of Sheets</u>
STPS 271-2(5)7	06/21/06	2

marked Exhibit "A" attached hereto and made a part hereof, subject, however, to the following terms and conditions:

1. If outstanding valid claims exist on the date of this deed, the GRANTEE shall obtain such permission as may be necessary on account of any such claims.
2. The easement herein authorized shall terminate 10 years, or sooner if agreed upon, from the date of execution of this deed by the DEPARTMENT to the GRANTEE in the event construction of a highway or use of the material site has not been initiated during such period.

161206 Fee: \$69.00 Bk 117 DEED Pg 125
POWELL COUNTY Recorded 10/4/2007 At 2:46 PM
Diane S. Grey, Clk & Rcdr By *[Signature]*
Return To: MONTANA DEPT OF TRANSPORTATION PO BOX 2101
HELENA MT 59620

3. The easement authorized is limited to the described right-of-way and the space above and below for highway purposes and does not include any use rights for non-highway purposes.
4. BLM retains the rights to use, or authorize use on, any portion of the right-of-way for non-highway purposes provided such use would not interfere with the free flow of traffic, impair the full use and safety of the highway, or be inconsistent with the provisions of Title 23 of the United States Code and the FHWA regulations pursuant thereto, and the DEPARTMENT and State agency concerned shall be consulted prior to exercising such rights.
5. Location by BLM of any Bureau information signs on the portions of the right-of-way outside of construction clearing limits shall be permitted, except that such signs shall not be located on the right-of-way of an Interstate System.
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.
 - c. Vegetate and keep vegetated with a BLM approved 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 prior to completion of the highway and shall maintain terracing, water bars, leadoff ditches, or other preventative 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 not establish or cause to be established sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right of way without the prior written approval of the BLM authorized officer.
8. Application of chemicals shall be pursuant to the National Environmental Policy Act and shall be approved by the DEPARTMENT prior to application by the GRANTEE.
9. 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 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 BLM and its successors and assigns, as such interest existed prior to this instrument.

10. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the GRANTEE, or any person working on his behalf, on public or federal land shall be immediately reported to the BLM authorized officer. GRANTEE shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the BLM authorized officer. An evaluation of the discovery will be made by the BLM authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The GRANTEE will be responsible for the cost of the evaluation and any decision as to proper mitigation measures will be made by the BLM authorized officer after consulting with the GRANTEE.


11. 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 and absolute discretion.

12. In the event that the easement of right of way granted hereby should no longer be needed or used by the Grantee for the highway uses contemplated herein or is used by the Grantee, its successors or assigns for any purpose not contemplated by this deed without prior written authorization from the Department, the easement shall immediately terminate and the right of way and any facilities thereon shall revert to and vest in and become the absolute property of the BLM and its successors and assigns, as such interest existed prior to this instrument. In the event that the easement of right of way granted hereby should no longer be needed by the Grantee, the Grantee shall timely provide written notice to the Department acknowledging the reversion of the right of way and termination of the easement.

13. In the event of a reversion, the Grantee shall be responsible for the protection and maintenance of the easement of right of way until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the reversion of title in the United States of America.

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

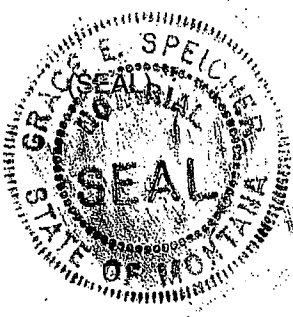
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

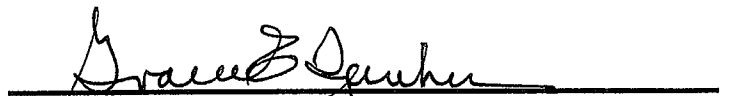

Kevin L. McLaury
Division Administrator
Federal Highway Administration

STATE OF MONTANA)
) ss.
COUNTY OF LEWIS & CLARK)

I, Grace E. Speicher, a Notary Public in and for Lewis and Clark County, State of Montana, hereby certify that Kevin L. McLaury, whose name, Division Administrator 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 such Division Administrator, executed the same voluntarily on this day.

Given under my hand and seal of office this 5th day of SEPTEMBER, 2007.




Grace E. Speicher
Notary Public
My Commission Expires 04-09-2011

In compliance with the conditions set forth in the foregoing deed, the State of Montana, 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.

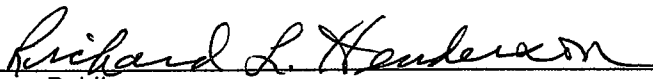
By: 
Gregory M. Pizzini, Acting
Right-of-Way Acquisition Manager

STATE OF MONTANA)
COUNTY OF LEWIS & CLARK) ss.

I, Richard L. Henderson, a Notary Public in and for said County and State, hereby certify that Gregory M. Pizzini, whose name, Acting Right-of-Way Acquisition Manager, 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 such Acting Right-of-Way Acquisition Manager, executed the same voluntarily on this day.

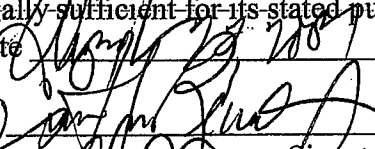
Given under my hand and seal of office this 10th day of August, 2007.

(SEAL)


Notary Public
My Commission Expires April 18, 2010.

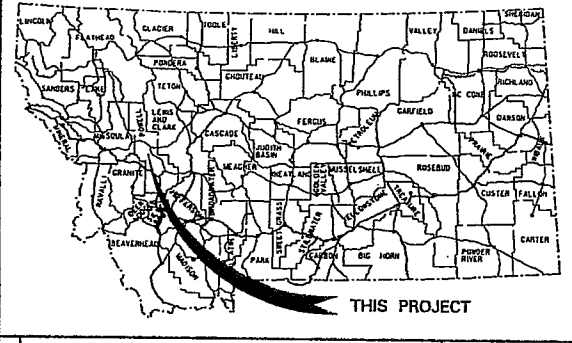
RICHARD L. HENDERSON
NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires April 18, 2010

2025_P-58W:Q:RW:jpp

ATTORNEY CERTIFICATION	
I, <u>Timothy H. Keenan</u> , an attorney duly licensed to practice law in the State of Montana, hereby certify that this deed is legally sufficient for its stated purposes.	
Date	<u>August 19, 2007</u>
By) 	Signature
Title	<u>Attorney</u>

MONTANA DEPARTMENT OF TRANSPORTATION

STATE	RIGHT OF WAY ID.	SHEET NO.	TOT SHEETS
MONTANA	STPS 271-2(5)7	1	21
PROJECT NUMBER		4468-005	
POWELL CO LINE - N			



RIGHT OF WAY PLAN OF FEDERAL AID PROJECT STPS 271-2(5)7 POWELL CO LINE - N GRANITE AND POWELL COUNTIES

17.2 Kilometers

ROBERT PECCIA & ASSOCIATES

RDROW

MONTANA CADD

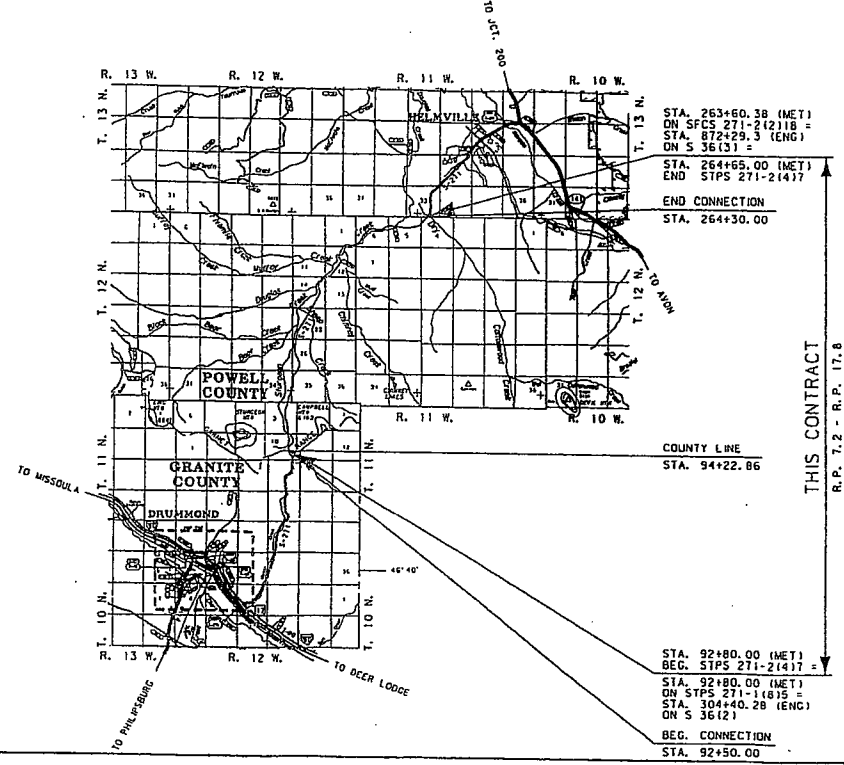
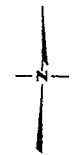
CONVENTIONAL SIGNS

- PROPOSED RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- RAILROAD RIGHT OF WAY LINE
- RIGHT OF WAY BASELINE
- STK'D CENTERLINE
- SECTION LINE
- OWNERSHIP BOUNDARY
- FULL ACCESS CONTROL
- LIMITED ACCESS CONTROL
- EXISTING ACCESS CONTROL
- PRESENT TRAVELED WAY (P.T.W.)
- FENCE LINE
- EXISTING GUARDRAIL
- PROPOSED GUARDRAIL
- GATE IN FENCE
- CATTLE GUARD: EXIST. - PROPOSED
- SECTION CORNER
- 1/4 SECTION CORNER
- CLOSING CORNER
- MEANDER CORNER
- CENTER OF SECTION
- RIGHT OF WAY MONUMENT
- PROPERTY CORNER PIN
- POWER POLE IN PLACE
- TELEPHONE POLE IN PLACE
- TELEGRAPH POLE IN PLACE
- LIGHT POLE
- PROPOSED CULVERT
- EXISTING CULVERT
- OUTLET DITCH
- INLET DITCH
- EXISTING DITCH
- CHANNEL CHANGES
- DITCH BLOCK
- RIPRAP
- BRIDGES
- RAILROADS
- PARCEL NUMBERS
- APPROACH: EXIST.- PROPOSED

ASSOCIATED PROJECT ID.
STPS 271-2(3)7 P.E.
STPS 271-2(4)7 CONST.

RELATED PROJECTS
FAS 36(1)
FAS 36(2)
FAS 36(3)

FINALIST APPROVAL 6-21-06
MAP REVISED



SEE SHEET NO. 2-3 FOR OWNERSHIP NAMES, ADDRESSES, AREAS, ETC.

FOR EXISTING R/W RETRACEMENT, SEE CERTIFICATE OF SURVEY 628RT

GRID STATE PLANE COORDINATES

THIS IS A STATE PLANE COORDINATE PROJECT. ALL DIMENSIONS, DISTANCES AND AREAS ON THIS PROJECT ARE GRID, EXCEPT FOR THE EXISTING R/W WIDTH DIMENSION, WHICH IS RECORD. THE COMBINATION SCALE FACTOR IS 0.99917467

NOTES: ALL MEASUREMENTS ARE METRIC EXCEPT AS NOTED

THIS CONTRACT R.P. 7.2 - R.P. 17.8

SEE SHEET NO. 3 FOR OWNERSHIP NAMES, ADDRESSES, AREAS, ETC.

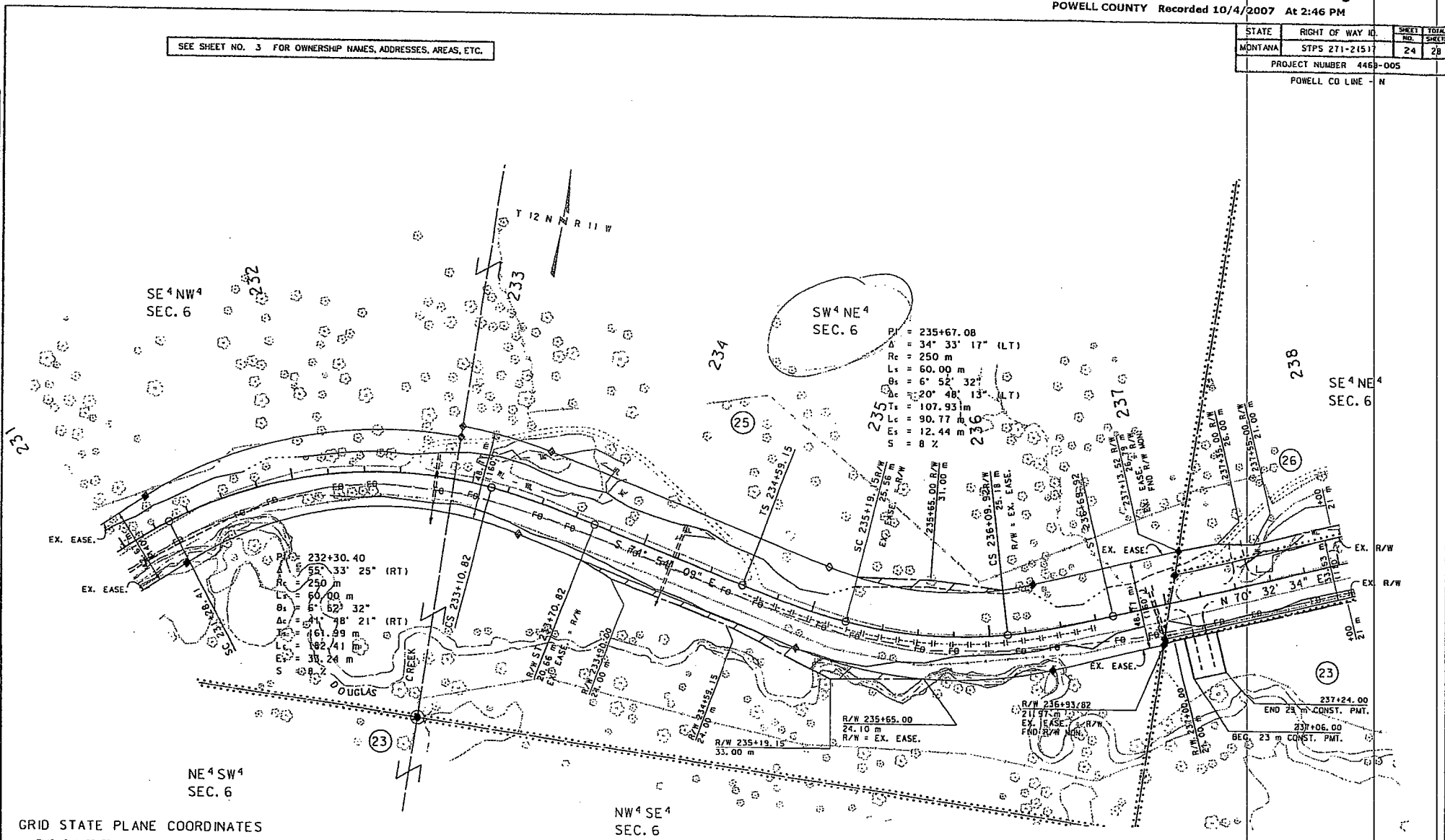
STATE	RIGHT OF WAY ID.	SHEET NO.	TOTAL SHEETS
MONTANA	STPS 271-21517	24	28
PROJECT NUMBER 4468-005			
POWELL CO LINE - N			

MONTANA BOARD OF PROFESSIONAL SURVEYORS

ROBERT PECCIA & ASSOCIATES

RD ROW

RD ROW 23-44-24-00729



GRID STATE PLANE COORDINATES

THIS IS A STATE PLANE COORDINATE PROJECT. ALL DIMENSIONS, DISTANCES AND AREAS ON THIS PROJECT ARE GRID, EXCEPT FOR THE EXISTING R/W WIDTH DIMENSION, WHICH IS RECORD. THE COMBINATION SCALE FACTOR IS 0.99917467

FOR EXISTING R/W RETRACEMENT, SEE CERTIFICATE OF SURVEY 628RT

- NOTES:
1. ALL MEASUREMENTS ARE METRIC EXCEPT AS NOTED
 2. THE PROPOSED R/W LINE WHERE A SPIRAL CURVE TRANSITION IS USED IS A CHORD RATHER THAN A CONCENTRIC CURVE.
 3. THE ENGLISH AREAS ARE FOR INFORMATIONAL PURPOSES ONLY.
 4. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

BACKSLOPE LIMITS INCLUDE ROUNDING	CUT SECTION
CONSTRUCTION LIMITS	10% OF FILE
FHWA/DDT APPROVAL	6-21-06
MAP REVISED	

MONTANA
 DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLAN
 POWELL COUNTY
 SCALE 1:1000

0 50M 100M