

RG 30 RECORDS OF THE BUREAU OF
PUBLIC ROADS

WASHINGTON OFFICE

GENERAL CORRESPONDENCE AND
RELATED RECORDS, 1912-65.

1955-1959

ALASKA MAINTENANCE BY AGREEMENT 1955-59
THRU
ARIZONA CONTRACTS 4 JULY 55-DECEMBER 59

BOX NO.
1132

HM 1991

RG 30, Bur. of Public Roads
E. 6D, Gen. Corr + Related Recs, 1955-59
Box 1132

Alaska

Railroads

MSO-59

RG 30, Bur. of Public Roads
E. 6D, Gen. Corr + Related Recs, 1955-59
Box 1132

*Alaska R.R-3-2*Office Memorandum • UNITED STATES GOVERNMENT
BUREAU OF PUBLIC ROADS

TO : Mr. C. W. Enfield, General Counsel
Washington, D. C.

FROM : H. E. Cunningham, Western Counsel
26-40 *H. E. Cunningham* San Francisco, California

SUBJECT:

DATE: October 16, 1958

J. J. [unclear]
Mr. [unclear]
File Room

This is the matter that was discussed with Mr. Guandolo by telephone on September 10. Believe that we can start this going at the Juneau end since the Railroad's draft originated in Alaska.

Will keep you informed. If you have any comments, please advise.

Attach.

H.R.

RG 30, Bur. of Public Roads
E. 6D, Gen Corr + Related Memos, 1955-59
Box 1132

Recommunicated 7/4/58

BUREAU OF PUBLIC ROADS

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. E. H. Swick, Regional Engineer
Juneau, Alaska

DATE: July 29, 1958

FROM : H. W. Johansen, Division Engineer
Fairbanks, Alaska *H. W. Johansen*

SUBJECT: Phillips Field Road Paving - Project S-6321(1) - PAS 6321

Transmitted herewith are copies of the easement agreement between the Alaska Railroad and the Bureau of Public Roads necessary to the construction of the Phillips Field Road. Also enclosed are the two additional drawings of the insert entitled "Phillips Field Road Revision to Avoid Guy Stubs" requested by the Railroad.

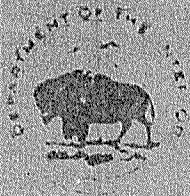
We have studied the agreement and believe it meets with our needs. We question, however, the intent of condition #6. If the interpretation of this condition means that we are legally responsible for any incident which may occur on this highway, I believe the condition should be questioned.

Please study this agreement and if it meets with your approval, execute and return all copies to the Alaska Railroad.

Attachments *1 P/1*

1	A	TO	INT
3			MSA

H. W. Johansen



UNITED STATES
DEPARTMENT OF THE INTERIOR

THE ALASKA RAILROAD
P.O. BOX 7-7111
ANCHORAGE, ALASKA

July 25, 1958

Mr. H. W. Johnson
Division Engineer
Bureau of Public Roads
P. O. Box 1600
Fairbanks, Alaska

Subject: Paving of Phillips Field Road
Contract 14-04-003-1531

Dear Mr. Johnson:

In accordance with request, there are enclosed the original and nine copies of agreement for the construction and paving of the Phillips Field Road within the Railroad district at Fairbanks, Alaska. If this agreement meets with approval, kindly execute and return all copies to this office. Upon completion by the Railroad, two fully executed copies will be returned for your records.

You will note that we have attached only one set of the drawings due to their bulkiness. Also, we would like to have two additional drawings of the Insert entitled "Phillip's Field Road Revision to Avoid City Streets" dated June 19, 1958.

Very truly yours,

I. P. True
Real Estate & Contract Agent

Enclosures

RG 30, Bur. of Public Roads
E. 6D, Gen Corr + Related Recs, 1955-59
Box 1132

UNITED STATES
DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

Contract No. 14-04-003-1551

THIS AGREEMENT, made this 24th day of July, 1958, by and between The Alaska Railroad, hereinafter termed "Railroad," and the Bureau of Public Roads, P. O. Box 1600, Fairbanks, Alaska, hereinafter termed "Bureau";

WITNESSETH:

The Railroad hereby grants an easement to the Bureau to improve and pave the Fairbanks Field Road that extends through the Railroad terminal Reserve at Fairbanks, Alaska, in the location shown on the attached print, and more particularly described as follows:

A 50-foot easement through the Alaska Railroad terminal Reserve at Fairbanks, Alaska, 25 feet on each side of the following described center line, except where otherwise noted:

Begin at Station 0 + 30, which point lies N. 07° 33' W., 30.18 feet from Corner No. 11 of B.S. Survey No. 2159; thence N. 77° 03' W., to P.C. 1 + 09.5; thence, curving to the left on a 27° 03' curve to P.T. 4 + 55.1; thence N. 34° 18' W. to P.C. 23 + 07.0; thence, curving to the left on a 4° 30' curve to P.C.C. 29 + 53.0; thence, curving to the left on a 10° curve to P.T. 31 + 94.2 (Back) and 31 + 94.2 (Ahead); thence S. 56° 20' W. to P.C. 38 + 41.3; thence, curving to the right on a 9° curve to P.T. 42 + 71.1; thence N. 34° 59' W. to P.C. 46 + 97.4; thence, curving to the right on a 0° curve to P.T. 50 + 02.4; thence N. 65° 41' W. to P.O.P. 66 + 96.7. Excepted is the area in Lot 20, Block 8, 1. 8. Survey No. 2159. Included is the area bounded by the 45-foot radius at Station 0 + 30. The above described area contains 7.0 acres, more or less.

This easement is granted upon the following conditions:

1. The Bureau shall have the right to reconstruct, pave, maintain and use the above described easement in accordance with proposed plans subject to the requirements of the Railroad.

2. The Bureau agrees to install and maintain stop signs on both sides of each railroad crossing within the above described easement.

3. The Railroad shall have the right of entry on or within said easement to maintain and operate the communication and power pole lead.

4. The Bureau agrees that any damage done to the Railroad's pole lead by the reconstruction, paving, or maintenance operation during the life of this easement will be the responsibility of the Bureau and the said Bureau will reimburse the Railroad for any such damage.

5. The Bureau hereby acknowledges the title of the Railroad in and to the premises described in this easement and agrees never to assail or resist said title or interest.

6. The Bureau shall indemnify, protect and save harmless the Railroad from and against all claims, suits, costs, charges, and damages made upon or incurred by the Railroad in connection with this easement. The Bureau shall bear the expense of repairing any damage to Railroad installations caused by the reconstruction, paving, maintenance, and use of the easement hereby granted.

7. The term of this agreement shall date from August 1, 1938, and continue until terminated by mutual consent of the parties hereto.

8. This easement shall not be assigned or in any manner transferred without prior written consent of the Railroad.

9. Until terminated as hereinbefore provided, this permit shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

U. S. DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

By _____
Contracting Officer

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By _____

-2- Title: _____

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. [Name] Regional Engineer
Juneau, Alaska

DATE August 4, 1958

FROM : Mr. [Name] Division Engineer
Fairbanks, Alaska

[Handwritten signature]

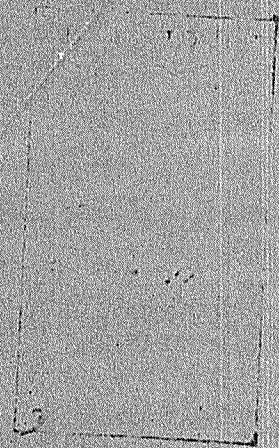
SUBJECT : Fairbanks-Nenana Highway - Permit # 037-1(6) FAP 57-1

Transmitted herewith are copies of the easement agreement between the Alaska Railroad and the Bureau of Public Roads necessary to the construction of the University of Alaska Entrance to Ester Crossing section of the Fairbanks-Nenana Highway.

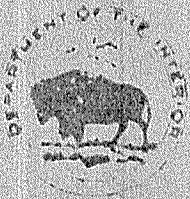
We have studied the agreement and believe it meets with our needs. We question, however, the intent of condition #6. If the interpretation of this condition means that we are legally responsible for any incident which may occur on this highway, I believe the condition should be questioned.

Please study this agreement and if it meets with your approval, execute and return all copies to the Alaska Railroad.

Attachments



RG 30, Bur. of Public Roads
E.6D, Gen Corr + Related Recs, 1955-59
Box 1132



UNITED STATES
DEPARTMENT OF THE INTERIOR

THE ALASKA RAILROAD
P. O. BOX 211
ANCHORAGE, ALASKA

July 28, 1956

Mr. F. W. Johansen
Division Engineer
Bureau of Public Roads
P. O. Box 160
Fairbanks, Alaska

Subject: Reconstruction Fairbanks-Nenana
Highway at University of Alaska
Experimental Farm-Ester Crossing

Dear Mr. Johansen:

Attached are the original and seven copies of Contract No. 14-04-003-1613 covering reconstruction of the Fairbanks-Nenana Highway at the University of Alaska Experimental Farm.

If this agreement meets with approval, will you kindly execute all copies and return them to this office for further handling. Upon completion by the Railroad, two fully executed copies will be returned for your information and file.

Very truly yours,

J. B. Lloyd
General Manager

Enclosures

RG 30, Bur. of Public Roads
E. 6D, Gen Corr + Related Recs, 1955-59
Box 1132

UNITED STATES
DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

Contract No. 14-04-003-1618

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made this 25th day of July, 1958, by and between the Alaska Railroad, hereinafter termed "Railroad," and the Bureau of Public Roads, P. O. Box 1600, Fairbanks, Alaska, hereinafter termed "Bureau";

WITNESSETH:

The Railroad hereby grants the Bureau a right of way to construct and pave a portion of the Fairbanks-Nenana Highway on the Railroad right of way near the University of Alaska Experimental Farm.

The portions of the road right of way included within the 200-foot Railroad right of way are described as follows:

Beginning at Station 257 + 50 (M.P. 466.11) on the Alaska Railroad; thence N. 13° 17' 30" E., 130 feet to Highway Station 279 + 33.06; thence S. 87° 57' 30" E., 217.06 feet to Station 277 + 16, opposite which the 40-foot road right of way enters The Alaska Railroad right of way; thence N. 87° 57' 30" W., 406.41 feet; thence curving to the right on a 4° curve, 1208.17 feet; thence N. 39° 38' W., 294.22 feet; thence curving to the right on a 4° curve, 479.58 feet to Highway Station P.T. 301 + 04.38, at which point the 40-foot road right of way leaves The Alaska Railroad right of way, thence N. 20° 27' W., 433.62 feet to a point where the 40-foot road right of way again enters The Alaska Railroad right of way; thence N. 20° 27' W., 862 feet to Highway Station 314 + 00 opposite the Ester Road crossing of The Alaska Railroad and as shown outlined in "red" on the attached print.

The above described area contains 3.35 acres more or less.

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E. 6D, Gen Corr + Related Recs, 1955-59
Box 1132.

This right of way is granted upon the following conditions:

1. The paved width of the road will be twenty-eight feet with the shoulder on the shoulder width of thirty-six feet. The shoulder adjacent to the track will be eleven feet back from the toe or slope, which is the limit of the right of way granted.
2. The Railroad shall have the right of entry on or within said easement to maintain and operate the communication pole lead.
3. Any change, pole relocation, or reconstruction necessary in the railroad communication line shall be made to conform to Railroad clearances and standards. All expense therefore shall be paid for by the Bureau.
4. The Bureau agrees that any damage done to the Railroad's pole lead by the reconstruction, paving, or maintenance operation during the life of this easement will be the responsibility of the Bureau and the said Bureau will reimburse the Railroad for any such damage.
5. Use of the property of the Railroad, however long continued, shall not create any estate or easement in the permit or any rights other than permit.
6. The Bureau shall indemnify, protect, and save harmless the Railroad from and against all claims, suits, costs, charges, and damages made upon or incurred by the Railroad in connection with this permit. The Bureau shall bear the expense of repairing any damage to the Railroad's installations caused by the paving, maintenance and use of the right of way hereby granted.
7. The term of this agreement shall date from July 25, 1958, and continue until terminated by mutual consent of the parties hereto.
8. This agreement shall not be assigned or in any manner transferred without the prior written consent of the Railroad.
9. Until terminated as hereinbefore provided, this permit shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

U. S. DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

By _____
Contracting Officer

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By _____

Title: _____

