

February 29, 1956

has gradually been dropped so at the present time the only form of cooperation is in the acquisition of rights-of-way. It appears to us that this tendency to shove more and more onto the Federal Government is inconsistent with the statement generally made that the Territory is ready for statehood and is in financial position to operate a state government. It is also inconsistent with the fact that the Territorial funds available for highway purposes are now much greater, percentagewise, than they were when there was far greater cooperation in the Forest Highway Program. We do not believe that there is any justification for granting any further exceptions to the established procedures in the states than there are already in existence. We therefore do not recommend that rights-of-way be obtained by Bureau of Public Roads with Forest Highway Funds, but that the rights-of-way acquisition continue as a Territorial obligation as a matter of cooperation. We furthermore do not believe that the Bureau of Public Roads should be involved in the actual acquisition since it does actually mean the expenditure of Territorial funds by a government employee not directly responsible to the Territory. However, until the Highway Engineer's office is in a position to handle this work, we would have no objection to doing the negotiating as heretofore on the request of the Territorial Highway Engineer.

Attachments

Files

Previous Agreements.

Jimmy

Juneau, Alaska
September 2, 1952

In accordance with a conference between officials of the Territory of Alaska, the United States Forest Service, and the Bureau of Public Roads on the matter of securing rights-of-way for portions of the South Tongass Highway, Alaska Forest Highway Route 1, through the properties of Mr. and Mrs. Bernard H. Moran and Thomas and Gretchen Givan near Bugge Beach, it is mutually agreed that:

- (1) The Territory of Alaska will pay all necessary expense incident to the condemnation proceedings and such sum as may be awarded by the Court due as payment for such rights-of-way.
- (2) The United States Forest Service will request the Secretary of Agriculture to take such steps as to insure condemnation proceedings against Mr. and Mrs. Bernard H. Moran and Thomas and Gretchen Givan.
- (3) The Bureau of Public Roads will furnish copies of survey notes, maps, and such other records as the Court may require.

9/5/52

/s/ Ernest Gruening
CHAIRMAN, TERRITORIAL BOARD OF
ROAD COMMISSIONERS

9/5/52

/s/ Frank A. Metcalf
MEMBER, TERRITORIAL BOARD OF
ROAD COMMISSIONERS

9/5/52

/s/ Henry Roden
MEMBER, TERRITORIAL BOARD OF
ROAD COMMISSIONERS

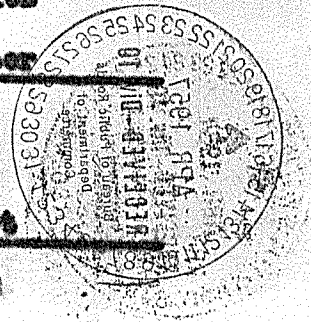
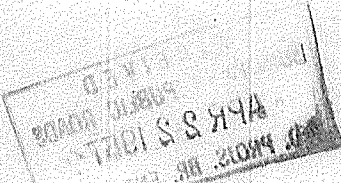
9/2/52

/s/ A. V. Blackerby
FOR U. S. FOREST SERVICE

Acting Regional Forester
Title

9/2/52

/s/ Hugh A. Stoddart
FOR BUREAU OF PUBLIC ROADS
Title: Division Engineer



COOPERATIVE AGREEMENT
Jensen, Alaska
February 1, 1961

Conferences have been held between officials of the Territory of Alaska, the U. S. Forest Service and the U. S. Bureau of Public Roads, regarding securing rights-of-way for relocation of a portion of Alaska Forest Highway, Route 2, Glacier Highway, project 2-D4, PG, on properties owned by James P. DeHart (Lot No. 2 of U.S. Survey No. 2664), Helen M. Burnett (U.S. Survey No. 2291), and Thomas McCaul (Lot H1 of U.S. Survey 2391). It is therefore mutually agreed that:

(1) The Territory of Alaska will deposit sufficient funds in the Cooperative Work Fund of the U. S. Forest Service to cover all necessary expense incident to obtaining the rights-of-way as defined below. The first deposit will be \$1,500.00. Subsequent deposits will be paid upon request of the U. S. Forest Service in such amounts as the Forest Service deems necessary. Deposits in excess of the actual amount needed will be refunded to the Territory of Alaska.

(a) Appraised value of improvements, as determined by the U. S. Forest Service, for that portion needed of the James P. DeHart property and,

(b) Appraised value, for an out of court settlement, of the land and improvements as determined by the U. S. Forest Service, on those portions needed of the Helen M. Burnett and Thomas McCaul properties, and/or,

(c) Such sums as may be awarded by the court to James P. DeHart, Helen M. Burnett, and Thomas McCaul as payment for the subject rights-of-way and,

(d) Costs of all abstracts of title that may be needed.

(2) The U. S. Forest Service will attempt to arrange settlements out of court. If not successful, the Secretary of Agriculture will be requested to take action to start condemnation proceedings and filing of declarations of taking against Helen M. Burnett and Thomas McCaul.

(3) The Bureau of Public Roads will furnish copies of survey notes, maps, and such other records as the court may require.

February 1, 1961

/s/ FRANK A. METCALF
For Terr. Board of Road Commissioners

Title: Territorial Highway Engineer
For U. S. Forest Service

Title: Acting Regional Forester
/s/ A. M. BLACKWELL

Title: Highway Engineer
For Bureau of Public Roads

February 1, 1961
February 1, 1961
February 1, 1961



C O P Y

MEMORANDUM OF AGREEMENT RELATING TO THE ACQUISITION
OF RIGHTS-OF-WAY ON ALASKA FOREST HIGHWAYS

May 16, 1950

Recognizing that the growth of population and attendant increase in volume of traffic has caused the previously constructed Forest Highway system in the National Forests of Alaska to become obsolete and inadequate for present and prospective traffic, the Bureau of Public Roads is beginning a program of highway reconstruction with the approval of the Forest Service and the Territorial Board of Road Commissioners of Alaska. Reconstruction requires additional rights-of-way for wider roadway and improved alignment. The Forest Highways lie partially through private lands and rights-of-way acquisition involved purchase of property from private ownership. With the Federal Government bearing the cost of construction of roads that are of great benefit to the Territory, the Territorial Board is willing to extend the cooperation in purchase of rights-of-way, that has been nominal until this time, to assume the greater cost necessary for rights-of-way for modern highways. This agreement by the Territorial Board of Road Commissioners, the Forest Service and the Bureau of Public Roads sets forth the understanding of these organizations regarding rights-of-way acquisition subject to the following conditions:

1. The Territorial Board of Road Commissioners agrees to make and hold available \$50,000 in funds that may be used for the purpose of rights-of-way acquisition.
2. The Bureau of Public Roads agrees to make the necessary surveys, prepare rights-of-way plats and documents, and negotiate for the property acquisition subject to approval of the Territorial Board of Road Commissioners.
3. All property will be acquired for and all titles will be held in the name of the Territory of Alaska.
4. To permit construction of facilities of adequate standard and to prevent encroachment of adjacent property owners on new roadways, minimum widths of rights-of-way through privately owned land of 80 feet and through publicly owned land of 100 feet have been adopted.



5. Rights-of-way through Forest areas will be made available by the Forest Service.

6. In the event that rights-of-way cannot be obtained at a fair price by negotiation, the Forest Service agrees to initiate condemnation action under proceedings and authority available to the Department of Agriculture.

7. The Territory agrees to pay such damages as may be awarded to property owners as a result of condemnation proceedings.

8. This agreement is effective immediately and will continue in effect for two years or until available funds are exhausted. Since the Forest Highway program is expected to continue at its present level, or on an increased scale, the agreement is expected to be renewed periodically with such modifications as become necessary or appear desirable at the time of renewal.

/s/ H. S. Stoddart
H. A. STODDART
Division Engineer

U. S. FOREST SERVICE

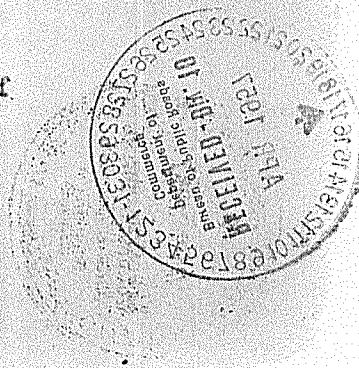
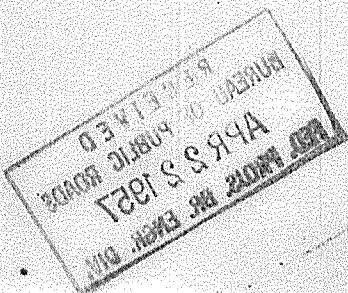
By /s/ Chas. H. Forward
Acting Regional Forester

TERRITORIAL BOARD OF ROAD COMMISSIONERS

By /s/ Lew M. Williams
Acting Chairman

By/s/ Henry Roden
Member

By /s/ Frank A. Metcalf
Highway Engineer



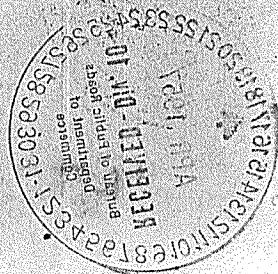
MEMORANDUM AGREEMENT

The following Agreement is hereby entered into by the Territorial Board of Road Commissioners, represented by the Territorial Highway Engineer, Territory of Alaska, and the U. S. Bureau of Public Roads, Division 10, Alaska.

Inasmuch as the construction or reconstruction of Forest Highways in Alaska from time to time require acquisition of new or additional Rights-of-Way, and inasmuch as all construction funds are provided under the Federal Highway Act, except in special cases where Territorial co-operative funds are provided, the Territorial Highway Engineer agrees to cooperate with the Bureau of Public Roads in construction of Alaska Forest Highway to the extent that all expenses in connection with the acquisition of the necessary Rights-of-Way will be paid from Territorial Highway funds. The Territorial Highway Engineer further agrees to reimburse all expenditures made in this connection by the Bureau of Public Roads or its representative.

The Agreement covers only nominal expenses including the payment of \$1.00 for each Right-of-Way and the cost in connection with the recording of Right-of-Way deeds. Any major expenses in connection with Right-of-Way acquisition will be discussed and agreed upon by the two parties before any commitment or payment is made.

The Right-of-Way deeds are drawn in favor of the United States of America or the Territory of Alaska, and will be kept on file in the District Offices of the Bureau of Public Roads and will be available to the Territorial Highway Engineer at any time.



This Agreement shall take effect immediately after it has been signed by both parties and shall remain in effect indefinitely until cancelled in writing by either one of the two parties.

Date: December 2, 1949

TERRITORIAL BOARD OF ROAD COMMISSIONERS

By /s/ Frank A. Metcalf
FRANK METCALF

Title Territorial Highway Engineer

Date: December 2, 1949

BUREAU OF PUBLIC ROADS, DIVISION 10

By /s/ Hugh A. Stoddart
HUGH A. STODDART

Title Division Engineer

RECEIVED
DEC 2 1949
BUREAU OF PUBLIC ROADS
DIVISION 10
MONTGOMERY, ALA.

RECEIVED - DIV. 10
DEC 2 1949
BUREAU OF PUBLIC ROADS
MONTGOMERY, ALA.

(Alaska) F.H.R/u

7/29/53 -

A L A S K A

Agreement Data
(Right-of-Way)

Miscellaneous:

Letter March 31, 1927 - Commissioner to Governor of Alaska
relative to providing Federal-aid to Alaska.
(Maintenance discussed - page 2)

Letter August 22, 1922 - Assistant District Engineer to
Secretary to the Governor of Alaska - see reference
bottom page 2 relative to mutual agreement Alaska Road
Commission, Forest Service, and Bureau on maintenance
of roads in Alaska.

Session Laws of Alaska 1919 -

- Provide (1) Cooperation between Territorial Board of
Road Commissioners and Federal Road Authorities.
- (2) Establishes lawful width of right-of-way as
60 feet.

Federal Aid Road Act of 1916 - Sec. 8 -

Funds made available to States and Territories provided:
They enter into cooperative agreement for the survey,
construction, and maintenance, upon a basis EQUITABLE to
both State, Territory, or County and the United States.

Federal Aid Road Act of 1921 -

- (1) Included right-of-way as part of construction cost.
- (2) Sec. 17 provides for right-of-way through Government
land to be transferred to the State highway departments.
(Apparently not applicable in Alaska as they have no
State highway department as such)

Letter of September 16, 1924 - Commissioner, Public Roads to *Forester*
~~MacDonald~~ - - - - Right-of-way to be secured by the local
authorities as a standard practice, however, there may be
exceptions in extraordinary cases.

Teletype of February 3, 1953 - Commissioner to Stoddard and
related correspondence. Bureau does not have authority to
obtain right-of-way by eminent domain for Forest highways -
Agriculture does - Territorial Board, if not now empowered,
should seek legislation to authorize acquisition this method.

CROSS REFERENCE

File No.

(Alaska) F.H.

Date

2/29/56

FROM : written by Mr. HASKELL

TO :

SUBJECT: ALASKA

Agreements with Territorial Board of Road Commissioners
Routes 1, 2, & 31, in the Vicinity of Juneau & Ketchikan.

Teletype of Feb. 3, 1953- Commissioner to Stoddard & related correspondence. Bu. does not have authority to obtain right-of-way by eminent domain for Forest hwy. - Agriculture does - Territorial Board, if not now empowered, should seek legislation to authorize acquisition this method.

See File No.

(Alaska) F.H. R/W. + F.H. Alaska Rte 1

BUREAU OF PUBLIC ROADS

Office Memorandum • UNITED STATES GOVERNMENT

AIR MAIL

TO : A. C. Clark, Deputy Commissioner
Washington, D. C.

DATE: February 28, 1956

FROM : E. V. Andrews, Division Engineer
Portland, Oregon
Attn: Geo. M. Williams

SUBJECT: Rights-of-Way

6046
6036
6029

Ymer
MSA
6660

Reference is to our telephone conversation and memorandum of February 24, 1956 on the above subject.

There are enclosed copies of the three co-operative agreements mentioned in our memorandum. We do not know whether this is a duplication of one of the agreements referred to in District Engineer Wyller's telegram to you of yesterday or not. We presume not since no reference is made therein to right of way acquisition. Further, we have no knowledge here in Division regarding the action taken with respect to the sharing of maintenance costs by the Territory. To our personal knowledge the Territory has not contributed to such costs for the past 7 years. In such case, these agreements cover only short sections of what are now considerably longer routes. Hand signed copies of these co-operative agreements are in Division Files.

To date we have found no other agreements or other pertinent data in Division Files regarding this subject. Possibly such information would be in old Western Headquarters Files, in which case Alaska District will have located it and included it in data sent directly to you.

An additional thought has also occurred to us regarding direct acquisition of right-of-way by the various states rather than by the Bureau. We find, particularly in Oregon, that in many instances the State prefers to acquire a standard width right-of-way wider than we may indicate on our plans as the minimum we require. This, for the reason that it will take care of any future reconstruction to a higher standard, fits State widths on adjacent state sections of the highway and renders maintenance to the same standard when the state eventually takes over the maintenance. Undoubtedly, were we to directly acquire the right-of-way ourselves it would be to minimum required widths.

RECEIVED
BUREAU OF PUBLIC ROADS
FEB 28 1956

lw

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

COOPERATIVE AGREEMENT

FOR

THE CONSTRUCTION AND MAINTENANCE

OF

NATIONAL FOREST ROADS

Forest Service District 8

Territory of Alaska

First Judicial Division

National Forest: Tongass

Name of Project: Wrangell Highway,
Wrangell-Cemetery Section

Date of Application: 2/20/56

Date of Execution
By Local Authority: 5/3/26

By Secretary: 6/3/26

COOPERATIVE AGREEMENT

1. THIS AGREEMENT made this 3 day of May
2. 1926, by and between the Territorial Board of Road Commissioners
3. Territory of Alaska, hereinafter called the Local Authority, and
4. The Secretary of Agriculture, hereinafter called the Secretary,
5. under and pursuant to the Rules and Regulations of the Secretary
6. and the provisions of the Federal Highway Acts,

7. WITNESSETH: That

8. WHEREAS, on the 20 day of February, 1926, the said
9. Local Authority filed with the District Forester at Juneau, Alaska,
10. an application for the cooperation of the Secretary in the improve-
11. ment of a project to be located approximately as described in
12. said application:

13. WHEREAS, on April 3, 1926, the Secretary of Agriculture ap-
14. proved the project for inclusion in the Forest Program and auth-
15. orized the expenditure of money available from the Forest Highway
16. appropriation under the conditions specified in the Regulations
17. for administering that fund and,

18. WHEREAS, the location survey and cost estimate of the ap-
19. proved project have been completed and, acting in accordance
20. with the said Regulations, the Forester and the Chief of the
21. Bureau of Public Roads have authorized the construction of the
22. project as hereinafter described, and

1. WHEREAS, the Local Authority has offered to cooperate in
2. the construction and maintenance of the said project;
3. NOW, THEREFORE, in consideration of the promises and of
4. the several promises to be faithfully performed by each, as here-
5. inafter set forth, the Local Authority and the Secretary do
6. hereby mutually agree as follows:

DEFINITION OF TERMS

7. ARTICLE 1. For the purpose of this Agreement the follow-
8. ing terms shall be construed respectively to mean:

- (A) Project - The road, trail or bridge, covered by this agreement.
- (B) Plans - Maps, plans or other drawings, and specifications.
- (C) Construction - Reconstruction and improvement as well as original construction.
- (D) Maintenance or Properly Maintain - The making of needed repairs and the preservation of a reasonably smooth surface considering the type of road, or the making of needed repairs on structures, as the case may be, but not extraordinary repairs or reconstruction.

DESCRIPTION OF PROJECT

9. ARTICLE 2. This Agreement covers the construction and
10. maintenance of the Project known as the Wrangell Highway,
11. Wrangell-Cemetery Section, located between Mill Pond Creek
12. and the Wrangell Cemetery, terminal points, approximately

1. 1.3 miles in length. Unless modified as provided for by
2. the said Regulations or as specified in this Agreement, the
3. Project shall have a maximum grade of 5 percent and a general
4. minimum radius of curvature of not less than 100 feet, but
5. which in exceptional cases may be reduced to 100 feet, with
6. timber structures and with cross sections, as shown on ex-
7. hibit hereto attached.

8. Based upon the location survey, it is estimated that the
9. construction of the Project will cost \$6,000.

CONSTRUCTION

10. ARTICLE 3. The Project shall be constructed in accord-
11. ance with the plans prepared by the Bureau of Public Roads
12. and approved by the Local Authority and the Forest Service,
13. subject to such modifications thereof as may be agreed upon by
14. the Local Authority, the Forest Service, and the Bureau of Pub-
15. lic Roads; which said plans, and the estimates based thereon, are
16. made a part of this Agreement.

17. If, during progress of construction, it appears that the
18. funds which the parties have agreed to provide will be insuffi-
19. cient to meet the total cost of the Project, notice thereof shall
20. be given by the Forest Service to the Local Authority and, if the
21. Secretary or the Local Authority cannot, or is not willing to pro-
22. vide the additional funds necessary, such changes in the plans or

1. in the length of the Project as will reduce the total cost to
2. the amount of funds available shall be made.

3. ARTICLE 4. No alteration or revision of plans, as herein-
4. before provided, and no discrepancy between the estimates and the
5. actual final costs of the Project, or of any part thereof, shall
6. relieve either party hereto from full liability to pay its share
7. of such final costs, as hereinafter provided.

8. ARTICLE 5. The Project shall be constructed by and under the
9. direct supervision of the Secretary, either by force account, or by
10. contract or by both, as may be determined by the Secretary. Con-
11. struction of the Project shall be started as promptly as in the
12. opinion of the Secretary may be in the best interest of the Local
13. Authority and the Federal Government and thereafter the Project
14. shall be prosecuted to completion with all reasonable speed. Con-
15. struction work shall not be accepted to complete by the Bureau of
16. Public Roads until it has been inspected and approved by the Local
17. Authority and the Forest Service.

MAINTENANCE

18. ARTICLE 6. ~~The Project, or any completed portion thereof,~~
19. ~~shall, after completion, be properly maintained throughout by~~
20. ~~the Local Authority in accordance with plans and methods prescribed~~
21. ~~or approved by the Secretary and shall be subject to such inspec-~~
22. ~~tion as he may direct.~~

- ~~or~~
1. The Project, or any completed portion thereof, shall,
 2. after completion, be properly maintained under the supervision
 3. of the Secretary.

SHARE OF COST

Construction

4. ARTICLE 7. Subject to the terms of this Agreement the
5. Local Authority shall pay Nineteen hundred dollars (\$1900.00)
6. and the Secretary shall pay the balance of said costs, pro-
7. vided that the total liability of the Secretary on account
8. thereof shall not exceed Four thousand one hundred dollars
9. (\$4,100.00).

Maintenance

10. The Secretary shall pay the entire cost of maintaining the
11. Project for a period of two years following the date of complet-
12. ing construction of the Project. After the end of the two-year
13. period the costs of maintenance of the entire project shall be
14. paid one-half each by the Local Authority and the Secretary, pro-
15. vided that this arrangement may be terminated at any time there-
16. after by either party giving written notice to the other.

FUNDS AVAILABLE

17. ARTICLE 8. The Local Authority agrees that funds sufficient
18. to meet all its obligations with respect to the construction of

1. the Project have been made available by resolution.
2. The Local Authority agrees that funds sufficient to meet
3. all its obligations, with respect to the proper maintenance
4. of the Project, incurred under the Agreement, will be made
5. available annually, subject to appropriation of necessary
6. funds by the Territorial Legislature.
7. ARTICLE 9. The Secretary agrees that sufficient funds will
8. be allotted, out of moneys made available by Congress for the
9. purpose, to meet his obligation with respect to the construc-
10. tion and maintenance of the Project.

PAYMENTS

11. ARTICLE 10. The Local Authority shall deposit its share
12. of the cost of constructing and maintaining the Project in the
13. United States Treasury, in accordance with the provisions of the
14. Act of Congress approved June 30, 1914 (38 Stat., 415, 430), en-
15. titled "An Act Making Appropriations for the Department of Agri-
16. culture for the fiscal year ending June thirtieth, nineteen hun-
17. dred and fifteen."
18. If, upon the completion of construction the total amounts
19. so deposited or made available shall be found to be in excess
20. of the Local Authority's share of the final costs of construc-
21. tion, such excess shall be refunded.

FISCAL ACCOUNTING AND REPORTS

1. ARTICLE 11. The Secretary shall keep accurate account
2. of all disbursements made from funds deposited in the United
3. States Treasury by the Local Authority, and shall submit to
4. the Local Authority a statement of the amounts so disbursed
5. on account of construction and also, at the close of each cal-
6. endar year, a detailed statement of the amounts so disbursed
7. during that year on account of maintenance.

PENALTY FOR FAILURE TO COMPLY WITH AGREEMENT

8. ARTICLE 12. If the Local Authority shall fail in any way
9. to comply with the terms of this Agreement, the Secretary will
10. give notice thereof, and if, within four months from the re-
11. ceipt of such notice, the condition complained of is not satis-
12. factorily corrected, the Secretary shall be freed from all fur-
13. ther liability hereunder, may abrogate this and any other exist-
14. ing Agreement with the Local Authority and may thereafter decline
15. to enter into any other Cooperative Agreement with the Local
16. Authority until compliance has been made with the terms of this
17. Agreement.

18. ARTICLE 13. This Agreement is made subject to all the rules
19. and regulations of the Secretary as previously approved or sub-
20. sequent amendment thereof, the same as if such rules and regula-
21. tions were specifically set forth herein.

1. ARTICLE 14. Nothing in this Agreement shall be con-
2. strued as obligating the Secretary to expend, or as involving
3. the United States in any contract or other obligation for the
4. future payment of, money in excess of appropriations author-
5. ized by law.

6. IN WITNESS WHEREOF the parties have hereunto affixed their
7. signatures and official seals, the Local Authority on the day
8. and year first above written, and the Secretary on the 3
9. day of June, 1926.

TERRITORIAL BOARD OF ROAD COMMISSIONERS

(SEAL)

By (signed Geo. A. Parks)
Chairman

(signed Karl Theile)
Secretary

(signed W. G. Smith)
Member

(signed R. J. Sommers, Member)

(s) G. F. Marvin

(Acting) SECRETARY OF AGRICULTURE

ER
Alaska
Wrangell Highway
Wrangell-Cemetery Section

I concur in the terms of the agreement between the Secretary and the Territorial Board of Road Commissioners covering the construction of the Wrangell-Cemetery Section of the Wrangell Highway.

(signed W. D. Williams)

Assistant District Engineer
Bureau of Public Roads

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

COOPERATIVE AGREEMENT

FOR

THE CONSTRUCTION AND MAINTENANCE

OF

NATIONAL FOREST ROADS

Forest Service District 8

Territory of Alaska

First Judicial Division

National Forest: Tongass

Name of Project: Wrangell Highway,
Wrangell-Cemetery Section

Date of Application: 2/20/56

Date of Execution
By Local Authority: 5/3/26

By Secretary: 6/3/26

COOPERATIVE AGREEMENT

1. THIS AGREEMENT made this 3 day of May
2. 1926, by and between the Territorial Board of Road Commissioners
3. Territory of Alaska, hereinafter called the Local Authority, and
4. The Secretary of Agriculture, hereinafter called the Secretary,
5. under and pursuant to the Rules and Regulations of the Secretary
6. and the provisions of the Federal Highway Acts,

7. WITNESSETH: That

8. WHEREAS, on the 20 day of February, 1926, the said
9. Local Authority filed with the District Forester at Juneau, Alaska,
10. an application for the cooperation of the Secretary in the improve-
11. ment of a project to be located approximately as described in
12. said application:

13. WHEREAS, on April 3, 1926, the Secretary of Agriculture ap-
14. proved the project for inclusion in the Forest Program and auth-
15. orized the expenditure of money available from the Forest Highway
16. appropriation under the conditions specified in the Regulations
17. for administering that fund and,

18. WHEREAS, the location survey and cost estimate of the ap-
19. proved project have been completed and, acting in accordance
20. with the said Regulations, the Forester and the Chief of the
21. Bureau of Public Roads have authorized the construction of the
22. project as hereinafter described, and

1. WHEREAS, the Local Authority has offered to cooperate in
2. the construction and maintenance of the said project;
3. NOW, THEREFORE, in consideration of the promises and of
4. the several promises to be faithfully performed by each, as here-
5. inafter set forth, the Local Authority and the Secretary do
6. hereby mutually agree as follows:

DEFINITION OF TERMS

7. ARTICLE 1. For the purpose of this Agreement the follow-
8. ing terms shall be construed respectively to mean:
 - (A) Project - The road, trail or bridge, covered by this agreement.
 - (B) Plans - Maps, plans or other drawings, and specifications.
 - (C) Construction - Reconstruction and improvement as well as original construction.
 - (D) Maintenance or Properly Maintain - The making of needed repairs and the preservation of a reasonably smooth surface considering the type of road, or the making of needed repairs on structures, as the case may be, but not extraordinary repairs or reconstruction.

DESCRIPTION OF PROJECT

9. ARTICLE 2. This Agreement covers the construction and
10. maintenance of the Project known as the Wrangell Highway,
11. Wrangell-Cemetery Section, located between Mill Pond Creek
12. and the Wrangell Cemetery, terminal points, approximately

1. 1.3 miles in length. Unless modified as provided for by
2. the said Regulations or as specified in this Agreement, the
3. Project shall have a maximum grade of 5 percent and a general
4. minimum radius of curvature of not less than 100 feet, but
5. which in exceptional cases may be reduced to 100 feet, with
6. timber structures and with cross sections, as shown on ex-
7. hibit hereto attached.
8. Based upon the location survey, it is estimated that the
9. construction of the Project will cost \$6,000.

CONSTRUCTION

10. ARTICLE 3. The Project shall be constructed in accord-
11. ance with the plans prepared by the Bureau of Public Roads
12. and approved by the Local Authority and the Forest Service,
13. subject to such modifications thereof as may be agreed upon by
14. the Local Authority, the Forest Service, and the Bureau of Pub-
15. lic Roads; which said plans, and the estimates based thereon, are
16. made a part of this Agreement.

17. If, during progress of construction, it appears that the
18. funds which the parties have agreed to provide will be insuffi-
19. cient to meet the total cost of the Project, notice thereof shall
20. be given by the Forest Service to the Local Authority and, if the
21. Secretary or the Local Authority cannot, or is not willing to pro-
22. vide the additional funds necessary, such changes in the plans or

1. in the length of the Project as will reduce the total cost to
2. the amount of funds available shall be made.

3. ARTICLE 4. No alteration or revision of plans, as herein-
4. before provided, and no discrepancy between the estimates and the
5. actual final costs of the Project, or of any part thereof, shall
6. relieve either party hereto from full liability to pay its share
7. of such final costs, as hereinafter provided.

8. ARTICLE 5. The Project shall be constructed by and under the
9. direct supervision of the Secretary, either by force account, or by
10. contract or by both, as may be determined by the Secretary. Con-
11. struction of the Project shall be started as promptly as in the
12. opinion of the Secretary may be in the best interest of the Local
13. Authority and the Federal Government and thereafter the Project
14. shall be prosecuted to completion with all reasonable speed. Con-
15. struction work shall not be accepted to complete by the Bureau of
16. Public Roads until it has been inspected and approved by the Local
17. Authority and the Forest Service.

MAINTENANCE

18. ARTICLE 6. ~~The Project, or any completed portion thereof,~~
19. ~~shall, after completion, be properly maintained throughout by~~
20. ~~the Local Authority in accordance with plans and methods prescribed~~
21. ~~or approved by the Secretary and shall be subject to such inspec-~~
22. ~~tion as he may direct.~~

~~or~~

1. The Project, or any completed portion thereof, shall,
2. after completion, be properly maintained under the supervision
3. of the Secretary.

SHARE OF COST

Construction

4. ARTICLE 7. Subject to the terms of this Agreement the
5. Local Authority shall pay Nineteen hundred dollars (\$1900.00)
6. and the Secretary shall pay the balance of said costs, pro-
7. vided that the total liability of the Secretary on account
8. thereof shall not exceed Four thousand one hundred dollars
9. (\$4,100.00).

Maintenance

10. The Secretary shall pay the entire cost of maintaining the
11. Project for a period of two years following the date of complet-
12. ing construction of the Project. After the end of the two-year
13. period the costs of maintenance of the entire project shall be
14. paid one-half each by the Local Authority and the Secretary, pro-
15. vided that this arrangement may be terminated at any time there-
16. after by either party giving written notice to the other.

FUNDS AVAILABLE

17. ARTICLE 8. The Local Authority agrees that funds sufficient
18. to meet all its obligations with respect to the construction of