

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

By (signed Geo. A. Parks)  
Chairman

(SEAL)

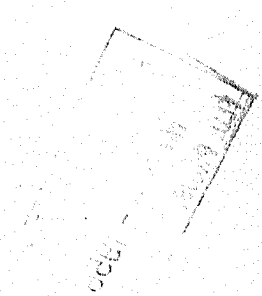
(signed Karl Theile)  
Secretary

(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

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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

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

(SEAL)

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

F O R E S T   S E R V I C E

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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: Salmon River Road,  
Cemetery-Fish Creek Section

Date of Application: 2/20/26

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

By Secretary: 6/3/26

RECEIVED  
MAY 11 1926  
FOREST SERVICE

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  
9. said Local Authority filed with the District Forester at Juneau,  
10. Alaska, an application for the cooperation of the Secretary in  
11. the improvement of a project to be located approximately as  
12. described in 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 premises 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 drawing, 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 Salmon River Road,
11. Cemetery-Fish Creek Section, located between the cemetery,
12. about one mile of of Hyder, Alaska and Fish Creek, a trib-
13. utary of Salmon River, terminal points, being approximately

1. 3.32 miles in length. Unless modified as provided for  
2. by the said Regulations or as specified in this Agreement,  
3. the Project shall have a maximum grade of 5 percent and a gen-  
4. eral minimum radius of curvature of not less than 100 feet,  
5. but which in exceptional cases may be reduced to 100 feet,  
6. with timber structures and with cross sections, as shown on  
7. exhibit hereto attached.

8. Based upon the location survey, it is estimated that the  
9. construction of the Project will cost \$110,000.

#### 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,  
16. are 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 insuffic-  
19. ient 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  
9. the direct supervision of the Secretary, either by force account,  
10. or by contract or by both, as may be determined by the Secretary.  
11. Construction of the Project shall be started as promptly as in  
12. the opinion of the Secretary may be in the best interest of the  
13. Local Authority and the Federal Government and thereafter the  
14. Project shall be prosecuted to completion with all reasonable  
15. speed. Construction work shall not be accepted as complete by  
16. the Bureau of Public Roads until it has been inspected and ap-  
17. proved by the Local 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 pre-  
21. scribed or approved by the Secretary and shall be subject to  
22. inspection as he may direct.

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 Five Thousand dollars (\$5,000) as its
6. share of the final costs of the construction of the Project, and
7. the Secretary shall pay the balance of said costs, provided that
8. the total liability of the Secretary on account thereof shall
9. not exceed One hundred and five thousand dollars (\$105,000).

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

GEO. A. PARKS (signed)

By \_\_\_\_\_ Chairman

CARL THIELE (signed)

\_\_\_\_\_  
Secretary

W. G. SMITH (signed)

\_\_\_\_\_  
Member  
R. J. SOMMERS, Member (signed)

S. F. MARVIN (signed)

\_\_\_\_\_  
Acting - SECRETARY OF AGRICULTURE

ER

Alaska

Salmon River Road

Cemetery--Fish Creek Section

I concur in the terms of the agreement between the Secretary and the Territorial Board of Road Commissioners covering the construction of the Cemetery--Fish Creek Section of the Salmon River Road.

W. D. WILLIAMS

---

Assistant District Engineer,  
Bureau of Public Roads.



UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

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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: Salmon River Road,  
Cemetery-Fish Creek Section

Date of Application: 2/20/26

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  
9. said Local Authority filed with the District Forester at Juneau,  
10. Alaska, an application for the cooperation of the Secretary in  
11. the improvement of a project to be located approximately as  
12. described in 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 premises 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 drawing, 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 Salmon River Road,
11. Cemetery-Fish Creek Section, located between the cemetery,
12. about one mile of of Hyder, Alaska and Fish Creek, a trib-
13. utary of Salmon River, terminal points, being approximately

1. 3.32 miles in length. Unless modified as provided for  
2. by the said Regulations or as specified in this Agreement,  
3. the Project shall have a maximum grade of 5 percent and a gen-  
4. eral minimum radius of curvature of not less than 100 feet,  
5. but which in exceptional cases may be reduced to 100 feet,  
6. with timber structures and with cross sections, as shown on  
7. exhibit hereto attached.

8. Based upon the location survey, it is estimated that the  
9. construction of the Project will cost \$110,000.

#### 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,  
16. are 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 insuffic-  
19. ient 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
9. the direct supervision of the Secretary, either by force account,
10. or by contract or by both, as may be determined by the Secretary.
11. Construction of the Project shall be started as promptly as in
12. the opinion of the Secretary may be in the best interest of the
13. Local Authority and the Federal Government and thereafter the
14. Project shall be prosecuted to completion with all reasonable
15. speed. Construction work shall not be accepted as complete by
16. the Bureau of Public Roads until it has been inspected and ap-
17. proved by the Local 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 pre-~~
21. ~~scribed or approved by the Secretary and shall be subject to~~
22. ~~inspection as he may direct.~~

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 Five Thousand dollars (\$5,000) as its
6. share of the final costs of the construction of the Project, and
7. the Secretary shall pay the balance of said costs, provided that
8. the total liability of the Secretary on account thereof shall
9. not exceed One hundred and five thousand dollars (\$105,000).

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

GEO. A. PARKS (signed)

By

Chairman

CARL THIELE (signed)

Secretary

W. G. SMITH (signed)

Member

R. J. SOMMERS, Member (signed)

S. F. MARVIN (signed)

Acting - SECRETARY OF AGRICULTURE

ER  
Alaska

Salmon River Road

Cemetery-Fish Creek Section

I concur in the terms of the agreement between the Secretary and the Territorial Board of Road Commissioners covering the construction of the Cemetery-Fish Creek Section of the Salmon River Road.

W. D. WILLIAMS

---

Assistant District Engineer,  
Bureau of Public Roads.

UNITED STATES DEPARTMENT OF AGRICULTURE

F O R E S T   S E R V I C E

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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: Salmon River Road,  
Cemetery-Fish Creek Section

Date of Application: 2/20/26

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
9. said Local Authority filed with the District Forester at Juneau,
10. Alaska, an application for the cooperation of the Secretary in
11. the improvement of a project to be located approximately as
12. described in 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 premises 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 drawing, 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 Salmon River Road,
11. Cemetery-Fish Creek Section, located between the cemetery,
12. about one mile of of Hyder, Alaska and Fish Creek, a trib-
13. utary of Salmon River, terminal points, being approximately

1. 3.32 miles in length. Unless modified as provided for  
2. by the said Regulations or as specified in this Agreement,  
3. the Project shall have a maximum grade of 5 percent and a gen-  
4. eral minimum radius of curvature of not less than 100 feet,  
5. but which in exceptional cases may be reduced to 100 feet,  
6. with timber structures and with cross sections, as shown on  
7. exhibit hereto attached.

8. Based upon the location survey, it is estimated that the  
9. construction of the Project will cost \$110,000.

#### 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,  
16. are 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 insuffic-  
19. ient 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  
9. the direct supervision of the Secretary, either by force account,  
10. or by contract or by both, as may be determined by the Secretary.  
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12. the opinion of the Secretary may be in the best interest of the  
13. Local Authority and the Federal Government and thereafter the  
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5. Local Authority shall pay Five Thousand dollars (\$5,000) as its
6. share of the final costs of the construction of the Project, and
7. the Secretary shall pay the balance of said costs, provided that
8. the total liability of the Secretary on account thereof shall
9. not exceed One hundred and five thousand dollars (\$105,000).

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
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5. on account of construction and also, at the close of each cal-  
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7. during that year on <sup>the</sup> 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-  
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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  
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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

GEO. A. PARKS (signed)

By \_\_\_\_\_

Chairman

CARL THIELE (signed)

Secretary

W. G. SMITH (signed)

Member

R. J. SOMMERS, Member (signed)

S. F. MARVIN (signed)

Acting - SECRETARY OF AGRICULTURE

ER  
Alaska

Salmon River Road

Cemetery-Fish Creek Section

I concur in the terms of the agreement between the Secretary and the Territorial Board of Road Commissioners covering the construction of the Cemetery-Fish Creek Section of the Salmon River Road.

W. D. WILLIAMS

---

Assistant District Engineer,  
Bureau of Public Roads.

P. Rob  
(Alaska) Forest Hwy  
(Alaska) FH Hwy  
+ Leg - 1-1

AIR MAIL

February 27, 1956

Honorable J. H. Coding  
Mayor of the City of Ketchikan  
Ketchikan, Alaska

Dear Mayor Coding:

Your letter of February 9, 1956 urges the Department of Commerce to assist you to obtain funds for the improvement of a 5,900-foot unpaved section of North Tongass Avenue in the City of Ketchikan. You state that your estimate of cost for improving this section is \$1,507,505 and that the City of Ketchikan cannot finance such an improvement.

The administration of Forest highway funds authorized in accordance with Section 23 of the Federal Highway Act of 1921 has been explained in letters of May 26, 1955 and July 13, 1955 from the Commissioner of Public Roads to the then Mayor and City Manager of the City of Ketchikan and in letter of August 17, 1955 from the Acting Commissioner to the City Manager. While many inhabitants of the cities adjacent to the Tongass and Chugach National Forest areas of Alaska do believe that roads and streets within these cities are in need of improvement they probably also recognize that the improvement of city streets with Federal funds authorized for forest roads would not be wholly in accord with the intent of the basic legislation. Even the special authorization for \$7,000,000 contained in the Federal Aid Highway Act of 1950 was for forest highways within, adjoining or adjacent to the Tongass National Forest. A large portion of this special authorization was expended for improvements and extension of the Forest highway route that serves Ketchikan and the recently completed pulp mill development at Ward Cove but these special Forest highway funds were not considered eligible for expenditure within Ketchikan.

Unless the language of the Federal Aid Highway Acts is modified I do not see how Forest highway funds can be used to solve the problem within Ketchikan. I earnestly hope that the city can find a means of financing, either internally or from the Territorial Government, a maintenance or betterment project on North Tongass Avenue that will provide a more satisfactory traffic facility.

Sincerely yours,

George M. Williams  
Bureau of Public Roads  
Rewritten by JRGardner/dr 2/23/56  
Office of Budget and Management  
Control No. 35914  
CC: Signer  
Bureau of Public Roads ✓

Louis S. Rothschild  
Louis S. Rothschild

TH Nelson 2/24 2/23

MAILED February 27, 1956  
BY [Signature]

COPY TO UNDER SECRETARY FOR TRANSPORTATION  
Cleared Through Secretary's Correspondence Section  
" " Mr. Carlson

Rewrite which resulted in dropping 3rd par. of original version was cleared by phone with Mr Williams who concurred - JRS

6/14/56  
8/5.

U. S. GOVERNMENT PRINTING OFFICE-1955-325741

Coding, J. H. (Mayor of Ketchikan)  
Ketchikan, Ala.

DATE ON CORRES. 2-9-56 CONTROL NO. 35911  
DATE RECEIVED 2-15-56 SUSPENSE DATE  
DATE ACKNOWLEDGED - BY WHOM

Rothschild

CLASSIFICATION FILE DESIGNATION

U  
M  
A  
R  
Y

Bring cooperation & assistance  
in finding an immediate solution  
in obtaining funds for improvement  
of sec. of No. Tangass Ave.

TO	DATE	ACTION
Boyster	2-13	Rothschild sign.

NO REPLY  
REPLY DATE - BY WHOM

FILE DATE  
PLACE FILED - OTHER ACTION

FORM CD-93 (6-6-52)

MAIL CONTROL RECORD

U. S. DEPARTMENT OF COMMERCE A2.99

*Cowell*

AIR MAIL

Honorable J. H. Goding  
Mayor of the City of Ketchikan  
Ketchikan, Alaska

Dear Mayor Goding:

Your letter of February 9, 1956 urges the Department of Commerce to assist you to obtain funds for the improvement of a 5,900-foot unpaved section of North Tongass Avenue in the City of Ketchikan. You state that your estimate of cost for improving this section is \$1,507,505 and that the City of Ketchikan cannot finance such an improvement.

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Federal funds that could be used for improvements of highways and bridges within municipalities were authorized by the Emergency Relief and Construction Act of 1932, the National Industrial Recovery Act approved June 16, 1933, and The Emergency Relief Appropriation Act of 1935. It is known that some projects within Ketchikan were financed in part with funds appropriated under the cited Acts. These funds are no longer available, and it is unlikely that Congress would at this date consider it necessary to make Federal funds available to relieve hardship from unemployment.

Page 2  
Honorable J. H. Coding

Unless the language of the Federal Aid Highway Acts is modified I do not see how Forest highway funds can be used to solve the problem within Ketchikan. I earnestly hope that the city can find a means of financing, either internally or from the Territorial Government, a maintenance or betterment project on North Tongass Avenue that will provide a more satisfactory traffic facility.

Sincerely yours,

Louis S. Rothschild

*L. S. Rothschild*  
2-17-56

Bureau of Public Roads  
George M. Williams; vea:2-17-56  
Control No. 35914  
Signer's copy  
Return to Bureau of Public Roads ✓

*GmWilliams*



Mr. Curtis

Is there any  
answer that will be  
helpful to them under the  
present law?

AR 7/14

# City of Ketchikan

OFFICE OF MAYOR  
P. O. BOX 1110  
KETCHIKAN, ALASKA  
February 9, 1956

Honorable Louis Rothschild  
Under-Secretary of Commerce  
Washington, D. C.

Dear Secretary Rothschild:

Since my return to Ketchikan, I find a deplorable condition exists on a 5,900 foot unpaved section of North Tongass Avenue, which connects Forest Service Highway Route No. 1 through the City and leads to the Ketchikan Pulp Company Mill at Ward's Cove, North of the City of Ketchikan. Recent rains are causing frost "boils" that make the street almost impassable and is causing damage to motor vehicles.

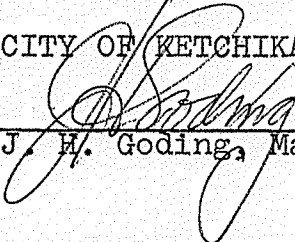
The City has expended nearly \$10 million on Public Works improvements to meet the impact of the pulp mill development. We are not in a position to finance the needed improvements on this street. Our estimate of the cost for the improvement of the unpaved section mentioned is \$1,507,505.00. In the past, we have urged the Bureau of Public Roads and Forest Service to designate the connecting arterial streets as a part of Forest Service Highway No. 1 and to immediately seek construction funds for needed improvements. So far, favorable action has not been forthcoming.

Citizens, labor unions, including the union at Ketchikan Pulp Company, civic organizations and business groups are urging and demanding action by the City, but we are financially helpless in meeting this need.

I would like to urge your cooperation and assistance in finding an immediate solution in obtaining funds for this needed improvement.

Very truly yours,

CITY OF KETCHIKAN

  
\_\_\_\_\_  
J. H. Goding, Mayor

JHG:reb

"THE SALMON PACKING CAPITOL OF THE WORLD"

35914

1956 FEB 13 PM 1 29  
DEPARTMENT OF COMMERCE  
SECRETARY'S  
CORRESPONDENCE UNIT

## Office Memorandum • UNITED STATES GOVERNMENT

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

DATE: February 24, 1956

FROM : ~~F. E. Andrews, Division Engineer~~  
~~Portland, Oregon~~

Attn. Mr. Geo. M. Williams

SUBJECT:

AIR MAIL

Reference is made to previous correspondence, particularly our memoranda of September 27, 1955 and January 24, 1956 and to our telephone conversation of this date regarding the problem of rights-of-way acquisition and particularly with respect to acquisition of rights-of-way in Alaska.

As indicated in our referenced memoranda, neither the Territorial Highway Engineer's office nor the Bureau of Public Roads have adequate facilities or personnel for such work in Alaska. The problem is particularly acute in the Territory because of the fact that, at least in southeastern Alaska, there are no abstract or title guaranty companies or concerns. Because of its remoteness and the inexperience of people handling such matters, together with the laxity of Territorial laws and regulations, deeds and property conveyances have, in the past, been very poorly prepared and handled. Based on Mr. Wood's personal experience in acquiring some several hundred parcels of right-of-way, for which he personally had to make such title searches, if they can be called such, as were made, it is safe to say that probably 10% of the titles would be unsatisfactory to the United States Government if they were being required to put out Government funds for such property.

From personal knowledge it can also be said that both the courts and the district attorneys in Alaska are so overworked and so far behind in their cases that it would presently be practically impossible to obtain Department of Justice assistance in rendering opinions on titles or handling condemnation suits. Some personal discussions were held with district attorneys regarding this subject by Mr. Wood while engaged in such work.

Admittedly the present demand for right-of-way based on available forest highway appropriations in Alaska would not be great. Even so it is safe to say that unless the acquisition for presently programmed projects is handled by and through the Territorial Highway Engineer that construction of these programmed projects will of necessity be deferred at least beyond the next construction season unless adequate personnel and authority were immediately made available for such work.

All State highway departments in Division 8, with the exception of Alaska, maintain and have a well staffed and well organized right-of-way department with trained men exclusively assigned to such work and including legal counsel. Abstract and title guaranty facilities are also available to them. These right-of-way departments are probably less hampered

*msc*  
*5/27/56*

*ACC*  
*GMM*  
*MBE*  
*EEF*

February 24, 1956

by procurement regulations than any Government agency would be. Taking all these factors into consideration it does not appear reasonable to contemplate the Bureau duplicating such facilities within its own organization as would be required were the Bureau to take over acquisition work. Likewise, since the Territory of Alaska is requesting and seriously contemplating statehood, they will through sheer necessity eventually be required to maintain such an organization or facility within their highway department. As of the present time the Territory has an Attorney General with two or three assistants and within the last few years a Territorial law was passed giving the Territory adequate Eminent Domain and condemnation rights. Furthermore, the Territory is less restricted with respect to procurement regulations. Within our knowledge acquisition costs of \$5,000 and \$10,000 for single parcels have been in the past handled by the simple expedient of having the grantor sign a Territorial voucher and a quitclaim deed. We find it hard to conceive of Federal acquisition being handled so expeditiously.

Actually there is a certain psychological value in having acquisition work performed by State right-of-way departments. The moment an individual is approached by a Federal officer the individual's reaction is to get as much as possible for his right-of-way, whereas when he is dealing with State or local authorities he considers the matter a little closer to his tax burden.

Because the various forest highway routes in southeastern Alaska traverse the coastal areas immediately adjacent to the small towns, the only homes outside of these towns are situated immediately adjacent and bordering both sides of the highways. For the most part the area consists of steep slopes covered with heavy timber and brush and probably 90% of the area is either rock or muskeg. Clearing, grubbing and establishing even a small yard and lawn are exceedingly expensive and almost herculean tasks. When these highways were first constructed, since they provided the only means of communication and reaching the town aside from small boats, the land owners were very willing to grant narrow 60-foot widths of right-of-way. They have now improved their holdings and are very reluctant to grant wider rights-of-way which result in a 1/4:1 15' or 20' solid rock cut slope ending a few feet from their doorstep and taking away the lawn or other improvements over which they have labored for the past 20 years.

During the reconstruction grading and paving of the 16 miles of Route 1, Tongass Highway, in the vicinity of Ketchikan, it is estimated that probably \$50,000 in outright cash payments and \$100,000 of extra work involving moving of buildings, utilities, clearing and grubbing of additional areas to replace former lawns, etc., were involved.

We find in our old inactive files three cooperative agreements covering construction and maintenance of sections of Glacier Highway, Route 2 (Mendenhall Loop Section); Salmon River Road, Route 9 (Cemetery-Fish Creek Section) and Wrangell Highway, Route 16 (Wrangell-Cemetery Section), dated May 3, 1926. These agreements make no mention of right-of-way but the Territory did at that time agree to contribute some cooperative funds to

Mr. Clark

-3-

February 24, 1956

construction and the agreements also contain a paragraph covering maintenance wherein after a two year period of complete maintenance by the Bureau the cost was to be shared equally between Territory and Bureau. Copies of these old agreements will be made and forwarded to you as soon as possible.

We have also discussed the matter by telephone with District Engineer Wyller who will forward you at the earliest possible date his personal recommendations and comments regarding this problem. He also will make a thorough search of the old files for any other agreements or correspondence covering the subject.

In conclusion it is our firm recommendation that while we have no objection to the use of forest highway funds for right-of-way acquisition costs, we consider it inadvisable for the Bureau to attempt to establish a right-of-way department in Alaska or elsewhere.

DEPARTMENT OF COMMERCE  
BUREAU OF PUBLIC ROADS

ROUTINE

JUNEAU, ALASKA  
FEBRUARY 27, 1956

FROM: CHR F WILLER                      BUREAU OF PUBLIC ROADS                      JUNEAU ALASKA  
TO:    PBS TELETYPE CENTER                      SEATTLE WASHINGTON

GEORGE WILLIAMS    DEPUTY COMMISSIONER    BUREAU OF PUBLIC ROADS    WASHINGTON D C  
ACCORDANCE WITH REQUEST FROM MR ANDREWS HAVE SEARCHED OLD FILES AND FIND  
SIX COOPERATIVE AGREEMENTS DATED BETWEEN 1919 AND 1940 CONTAINING A CLAUSE  
WHEREBY TERRITORY ASSUMES ALL RESPONSIBILITY FOR RIGHT OF WAY ACQUISITION  
COSTS AND THAT SUCH COSTS WERE TO BE OVER AND ABOVE ANY COOPERATIVE FUNDS  
OTHERWISE STIPULATED IN AGREEMENT PD ALSO HAVE THREE AGREEMENTS EXECUTED  
BY DIVISION TEN IN RECENT YEARS PD COPIES OF ALL AGREEMENTS ARE BEING MADE  
AND WILL BE AIRMAILED DIRECT TO YOU AS SOON AS POSSIBLE PD LETTER FOLLOWS  
GIVING HISTORY OF TERRITORIAL COOPERATION IN CONSTRUCTION AND MAINTENANCE  
AS WELL AS RIGHTS OF WAY ACQUISITION

CHR F WILLER  
DEPT COMMERCE  
BUR PUBLIC RDS

CFW:bm  
cc: File  
Reading

Bureau of Public Roads

16-23358-1 GPO

Alaska - FH -  
Row - Maint  
Hood

Phoned FEA Andrews 2/24 -  
requesting him to secure statement  
& copies of old doc from C. F. Wyller  
as to establishment of practices in  
Alaska re Row. purchases for FH.  
projects.

Also for FEA to supplement  
his memo of 1/24/56 -

Andrews & Word will do &  
submit to WD. my attention -

bmw

2/24

FORM CD-14 (10-27-53)	DEPARTMENT OF COMMERCE	DATE
TRANSMITTAL SLIP		
TO:	REF. NO. (If any)	
FROM:	REF. NO. (If any)	
ACTION		
<input type="checkbox"/> NOTE AND FILE	<input type="checkbox"/> PREPARE REPLY FOR MY SIGNATURE	
<input type="checkbox"/> NOTE AND RETURN TO ME	<input type="checkbox"/> TAKE APPROPRIATE ACTION	
<input type="checkbox"/> RETURN WITH MORE DETAILS	<input type="checkbox"/> PER YOUR REQUEST	
<input type="checkbox"/> NOTE AND SEE ME ABOUT THIS	<input type="checkbox"/> SIGNATURE	
<input type="checkbox"/> PLEASE ANSWER	<input type="checkbox"/> FOR YOUR INFORMATION	
<input type="checkbox"/> FOR YOUR APPROVAL	<input type="checkbox"/> INVESTIGATE AND REPORT	
<input type="checkbox"/> PER OUR CONVERSATION		
COMMENTS:		
<p>HTR says he has given legal opinion - Policy to be determined by Comm. &amp; Group. - !</p> <p style="text-align: right;">bmw 2/15</p>		
COMM-DC-3822		