FD&IO 2234-3a December 1964 (Formerly FIO 201, p. 1)

Serial number below

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Fairbanks District and Land Office

P. O. Box 1150

Fairbanks, Alaska 99701

DEC 1 5 1966

Date:

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant Fairbanks 158

Name of grantee State of Alaska, Department of Highways

Map showing the location and dimensions of grant:

Map designations Department of Highways plat, Project No. F-037-2(12), SR-3 from McKinley Rark Station South (Nenana No. 2 to Nenana 3) Fairbanks-Anchorage Highway, Parcel No. 6, 62-2505.

Date filed December 1, 1966

Permitted use by grantee Highway Right-of-Way

Authority for grant Act of August 27, 1958 (72 Stat. 885)

Regulations applicable to grant: 43 CFR 2234.1 and 2234.2-4

Code reference 23 U.S.C. 317

Circular number(s) 2161

Date of grant DEC 1 5 1966

Expiration date of grant None

Rental: None

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FAIRBANKS DISTRICT OFFICE

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Extended Rlw & now ADL

## Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 28, 1964, (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

- 1. All valid rights existing on the date of the grant.
- 2. All regulations in the circulars specified herein.
- 3. Filing of proof of construction within seven (7) years from date of the grant.
- 4. The grantee covenants and agrees that it will comply with provisions of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for the purposes designated herein, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantce received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of this grant.
- 5. The grantee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated herein or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph four hereof.
- 6. The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the non-discrimination provisions contained in paragraph four hereof during the term of this right-of-way.

- 7. The grantee agrees that as long as property conveyed hereby is used for the purpose designated herein, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.
- 8. The grantee agrees that in the event of violation or failure to comply with the requirements imposed by paragraph four, the United States may seek judicial enforcement of such requirements.
- 9. The assurances and covenant required by paragraphs 4-8 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1965 edition).
- 10. The grantee agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.

Chief, Division of Land Office

Information Copy to:
Department of Highways
Right-of-Way Section
P 0 Box 589
Douglas, Alaska 99824

cc: Case Reading

<sup>1/</sup> For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

Nenana Recording District

FD&IO 2234-3a December 1964 (Formerly FIO 201, p. 1)

Serial number below

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

Fairbanks District and Land Office

P. O. Box 1150

Fairbanks, Alaska 99701

NENANA Serial No. 67-23

Jares 1

JAN 2 7 1967

Date:

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant

Fairbanks 388

Name of grantee

State of Alaska, Department of Highways

Map showing the location and dimensions of grant:

Map designations Department of Highways plat, Project No. F-037-2(12),

SR-3 from McKinley Park Station South, excluding that portion
in T. 13 S., R. 7 W., Fairbanks Meridian

Date filed December 27, 1966

Permitted use by grantee Highway Right-of-Way

Authority for grant Act of August 27, 1958 (72 Stat. 885)

Regulations applicable to grant: 43 CFR 2234.1 and 2234.2-4

Code reference 23 U.S.C. 317

Circular number(s) 2161

Date of grant JAN 2 7 1967

Expiration date of grant None

Rental: None

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FAIRBANKS DISTRICT OFFICE

OOK Vol. IV PAGE 36

Nenana Recording District

FD&LO 2234-3c

## Terms and Conditions of Grant

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  "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1965 edition).
- 10. The grantee agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.
- 11. This grant is subject to the special stipulations outlined in the letter of December 6, 1966, from Mr. Oscar T. Dick, Superintendent, Mount McKinley National Park, to Mr. Woodrow Johansen, District Highway Engineer, Department of Highways, Fairbanks, Alaska.

Acting Chief, Division of Land Office

Information copy to:
Department of Highways
Right-of-Way Section
P. 0. Box 589
Douglase.Alaska 99824

Case Reading

Mr. Oscar T. Dick, Superintendent

Mount McKinley National Park

P. 0. Box 2252, Anchorage, Alaska 99501

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