

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 28th day of January, 1988, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Gila County Board of Supervisors, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Gila, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land hereinafter defined as the right-of-way over and across lands in the County of Gila, State of Arizona, as described in the enclosed Exhibits A, B, and C, attached hereto and made a part hereof.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plats entitled, "Plat of the Right of Way Survey, Road No. 64, Tonto National Forest," attached hereto and made a part hereof, sheets 1-4.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations, approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted, or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721; 16 U.S.C. 470aa-11) and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its (Deputy) Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

David F. Jolly

DAVID F. JOLLY
Deputy Regional Forester
USDA-Forest Service

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 28th day of January, 1988, by Jim R. Abbott known to me to be the Acting Deputy Regional Forester, Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.

Dorothy Pritchard

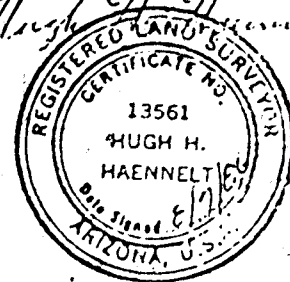
Notary Public

My commission expires: 9-21-88

EXHIBIT A

LEGAL DESCRIPTION

(Control Road)



BEING a 100-foot wide road right of way lying 50 feet on each side of the centerline in, over, and across portions of Township 11 North, Range 12 East; Township 11 North, Range 11½ East; Township 11 North, Range 11 East; and Township 11½ North, Range 11 East, Gila and Salt River Base and Meridian, in the County of Gila, State of Arizona, said easement centerline being more particularly described as follows:

BEGINNING at the northwest corner of Section 29, Township 11 North, Range 12 East; thence S77°38'53"E, a distance of 778.44 feet to a spike in the centerline of Arizona Highway 260 and the True Point of Beginning; thence along the following described route:

<u>BEARING</u>	<u>DISTANCE</u>	<u>COMMENTS</u>
S84°12'36"W	1150.77 feet	
S76°36'27"W	215.87 feet	
S52°13'28"W	253.03 feet	
S74°53'25"W	517.90 feet	
S68°06'07"W	549.66 feet	to P.I. curve right, delta = 46°41'46", radius = 135.00 feet
N65°12'07"W	870.24 feet	
N70°52'20"W	698.93 feet	to a R.R. spike
N84°46'24"W	392.27 feet	
S75°46'31"W	522.63 feet	to a brass cap Corner 9, H.E.S. 132, see EXHIBIT "B"
S86°06'42"W	537.95 feet	to a R.R. spike
N76°01'23"W	764.64 feet	to a R.R. spike
N73°18'50"W	564.47 feet	
N66°31'37"W	672.37 feet	see "A"
N63°37'11"W	331.59 feet	
N70°59'39"W	354.77 feet	
N76°27'12"W	995.09 feet	to the P.I. of a curve to the right marked with a R.R. spike, delta = 40°29'12", radius = 227.00 feet
N35°58'01"W	869.38 feet	
N47°55'50"W	441.55 feet	
N57°51'35"W	473.58 feet	to the P.I. of a curve to the left marked with a R.R. spike, delta = 42°28'49", radius = 205.00 feet
S79°39'36"W	803.89 feet	
N87°44'07"W	1004.53 feet	to the P.I. of a curve to the right marked with a R.R. spike, delta = 46°46'18", radius = 135.00 feet
N40°57'49"W	501.99 feet	
N50°27'47"W	393.49 feet	

LEGAL DESCRIPTION (Control Road)

<u>BEARING</u>	<u>DISTANCE</u>	<u>COMMENTS</u>
N73°12'59"W	795.69 feet	
N63°43'54"W	793.25 feet	to a R.R. spike
N39°55'54"W	417.11 feet	
N28°50'20"W	401.47 feet	
N20°34'45"W	436.83 feet	to a R.R. spike
N44°25'53"W	578.29 feet	
N70°24'59"W	771.31 feet	to a 5/8" rebar
S86°41'10"W	781.02 feet	
S79°42'52"W	1124.76 feet	
S86°03'32"W	693.38 feet	
S71°35'30"W	437.48 feet	
N82°49'30"W	340.28 feet	
N43°56'02"W	324.26 feet	
N59°15'04"W	666.46 feet	
N25°50'44"W	631.51 feet	to the P.I. of a curve to the right, delta = 36°41'31", radius = 200.00 feet
N10°50'47"E	521.20 feet	
N8°26'31"W	374.20 feet	
N38°56'50"W	555.46 feet	
N26°36'00"W	346.30 feet	
N16°20'37"E	421.32 feet	to the P.I. of a curve to the left marked by a 5/8" rebar, delta = 68°53'01", radius = 37.60 feet
N52°32'24"W	249.12 feet	to the P.I. of a curve to the left marked by a 5/8" rebar, delta = 54°06'14", radius = 114.00 feet
S73°21'22"W	553.26 feet	to the P.I. of a curve to the right marked by a 5/8" rebar, delta = 106°59'45", radius = 21.00 feet
N0°21'07"E	507.16 feet	to the P.I. of a curve to the right marked by a 5/8" rebar, delta = 76°25'05", radius = 63.50 feet
N76°03'58"W	1064.15 feet	
N67°56'48"W	292.13 feet	
N28°30'59"W	936.55 feet	
N03°25'52"W	459.47 feet	
N35°28'44"W	525.54 feet	to the P.I. of a curve to the right marked by a 5/8" rebar, delta = 55°06'20", radius = 115.00 feet
N19°37'36"E	300.82 feet	
N75°21'56"E	323.68 feet	
S79°09'06"E	499.65 feet	to the P.I. of a curve to the left marked by a 5/8" rebar, delta = 130°12'49", radius = 32.18 feet
N29°21'55"W	779.41 feet	

to a point of intersection with Ellison Creek Access Road. Said point being the end of easement centerline, from which point the brass cap at the north east corner of Section 35, Township 11 1/2 North, Range 11 East, bears N74°04'19"E a distance of 1865.52 feet; the sidelines of said 100 foot right of

way shall be lengthened and shortened so as to terminate at their intersection with adjoiners.

EXCEPT the following described parcel of land lying within the above described easement:

BEGINNING at the northwest Corner, Section 30, Township 11 North, Range 12 East; thence $S00^{\circ}05'00''E$ along the west line of Section 30, a distance of 211.86 feet to Corner No. 1 H.E.S. 132; thence $S74^{\circ}36'57''E$ along the south line of H.E.S. 132, a distance of 1004.50 feet to Corner No. 9 of H.E.S. 132 and the True Point of Beginning; thence $N02^{\circ}54'34''W$ along the east line of H.E.S. 132, a distance of 50.00 feet to a point on the right of way line of the above described easement; thence $S86^{\circ}06'42''W$, a distance of 143.83 feet to a point on the south line of H.E.S. No. 132; thence $S74^{\circ}36'57''E$ along the south line of H.E.S. No. 132, a distance of 151.47 feet to Corner No. 9 H.E.S. No. 132 and the True Point of Beginning.

(See attached EXHIBIT "B")

EXHIBIT "B"

SKETCH

SHOWING EXCEPTION OF PRIVATE LAND

WITHIN CONTROL ROAD EASEMENT

SEC. 30, T.11N., R.12E., G.B.S.R.B.&M.

GILA COUNTY, ARIZ.

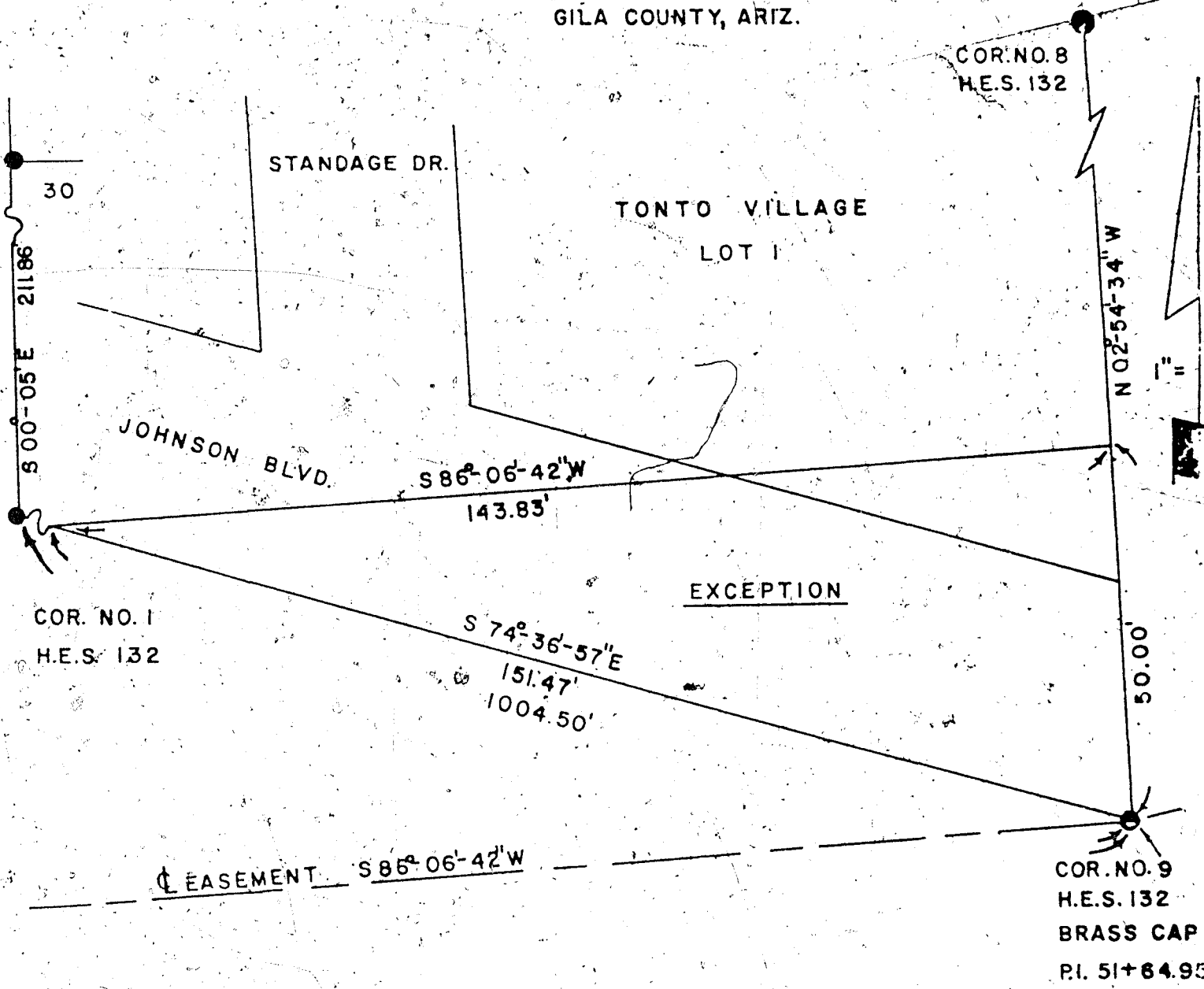


EXHIBIT C

LEGAL DESCRIPTION

(Control Road)

BEING a 54.00 foot wide road right of way lying 27 feet on each side of the centerline in, over, and across a portion of Township 11 North; Range 11 $\frac{1}{2}$ East, Gila and Salt River Base and Meridian, in the County of Gila, State of Arizona, and more particularly described as follows:

BEGINNING at Corner No. 2 of H.E.S. 132; thence S39°29'19"E, a distance of 159.81 feet to a point on the centerline of FDR Control Road No. 64, said point being P.I. Station No. 77+04.38; thence N63°37'11"W along centerline of said Control Road, a distance of 63.0 feet; thence N19°46'24"E, a distance of 50.0 feet to a point on the northerly easement line of FDR Control Road No. 64 and the True Point of Beginning; thence N19°46'24"E, a distance of 30.17 feet to a point on the southerly line of H.E.S. 132 and end of easement.

The sidelines of said right of way shall be lengthened and shortened so as to terminate at their adjoiners.

(See Insert "A" on Record of Survey Sheet 1)



Hugh H. Haennelt

United States Department of Agriculture
Forest Service

Assurance of Compliance With The Department of Agriculture
Regulation Under Title VI of The Civil Rights Act of 1964

Gila County Board of Supervisors (hereinafter called the "Applicant")
(Name of Applicant or Recipients)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

The Public Road Easement issued under the Act of October 13, 1964.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 3-21-88 Gila County Board of Supervisors
(Applicant)

By V. Ray Brance
(Signature)

1400 East Ash Street

Globe, Arizona 85501

(Applicant's mailing address)

(Cont)