

PROJECTS: I-8-1(41)6
SECTIONS: ARABY
PARCELS: 14-114
BLM# A 609

EXEMPT PER A.R.S. 11-1134-A2

HIGHWAY EASEMENT DEED

THIS DEED made this _____ day of _____, 20 ____, by and between the **UNITED STATES OF AMERICA**, acting by and through the **Department of Transportation, Federal Highway Administration**, hereinafter referred to as **DEPARTMENT**, and the **CITY OF YUMA, a municipal corporation**, hereinafter referred to as the **GRANTEE**:

WITNESSETH:

WHEREAS, the **GRANTEE** has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (*23 U.S.C. Section 107(d)*), for the right-of-way of a highway over certain federal land under the jurisdiction of the Department of the Interior – Bureau of Land Management, hereinafter referred to as Bureau of Land Management, in the State of Arizona; and

WHEREAS, the Arizona Division Administrator of the Federal Highway Administration, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for right-of-way for construction, operation and maintenance of the Yuma Multi-Modal Transportation Center, ADOT CAR No.: IGA 24-0009698-I, ADOT Project No. T0580 01C, TIP/STIP No. YU-22-11, AG Contract No. P0012024001728, ADOT Disposal D-SW-007, being a portion of the Eastbound Frontage Road (Gila Ridge Road) along Interstate 8 in Yuma, Arizona; and

WHEREAS, the Department of Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the federal land, has agreed to the transfer by the **DEPARTMENT** of an easement over the land to the **GRANTEE**;

(continued)

NOW THEREFORE, the **DEPARTMENT**, as authorized by law, does hereby grant to the **GRANTEE** an easement for right-of-way for the construction, operation, and maintenance of a highway (including control of access thereto from adjoining lands, if interstate or other controlled access) and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land within the United States in the County of Yuma, State of Arizona, Gila and Salt River Meridian:

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTION</u>	<u>SUBDIVISION</u>
9 South	22 West	5	SW ¹ / ₄ NW ¹ / ₄
		6	Lots 1, 2, & 3, S ¹ / ₂ NE ¹ / ₄

As shown on the right of way plans for projects Project I-8-1(41)6 / Araby, on file in the office of the State Engineer at Phoenix, Arizona.

Subject, however, to the following terms and conditions:

1. This easement is subject to outstanding valid claims, if any, existing on the date of this deed, and the **GRANTEE** shall obtain such permission as may be necessary on account of any such claims;
2. Unless an alternative agreement is reached between the **GRANTEE** and **DEPARTMENT** and documented in writing and recorded in the office of the applicable County Recorder, the easement herein granted shall terminate 10 years from the date of execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such period;
3. The design, construction, operation and maintenance of highway projects situated on this right-of-way, will be in accordance with the provisions of Title 23, U.S.C. – Highways, and amendments; applicable State laws; the construction specifications of the Arizona Department of Transportation as approved by the Federal Highway Administration for use on Federal-aid projects; and the Memorandum of Understanding between the Arizona Department of Transportation and the Arizona Divisions of the Federal Highway Administration and the Bureau of Land Management, dated April 23, 2003, as amended.

(continued)

4. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any right for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23, U.S.C., and amendments, and the Federal Highway Administration Regulations issued pursuant thereto; or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration and **GRANTEE** shall be consulted prior to the exercise of such rights; and Provided further, that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits [except that such signs shall not be located on the right of way of an Interstate System];
5. Grantee may not assign its rights hereunder without the proper written approval of the **DEPARTMENT** and the Bureau of Land Management.
6. When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the **GRANTEE** shall give notice of that fact to the **DEPARTMENT** and, Bureau of Land Management, the rights herein granted shall terminate and land shall immediately revert to the Department of Interior, or assigns.
7. Prior to reversion of termination of this easement, **GRANTEE** shall remove, within a reasonable time, any structures and improvements, and shall restore the site to a condition satisfactory to the BLM Field Manager, unless an alternative agreement is reached by both parties and documented in writing. If **GRANTEE**, within a reasonable period, fails to remove the structures or improvements and restore the area, or to implement the alternative agreement, the BLM Field Manager may order the removal and disposal of any improvements and restore the area at **GRANTEE** expense.

The **GRANTEE**, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:

- a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such land hereby conveyed;

(continued)

- b. The **GRANTEE**, shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation, in effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above-mentioned nondiscrimination conditions, the **DEPARTMENT** shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to the Department of Interior, or assigns, as such interest existed prior to this instrument.

(continued)

IN WITNESS WHEREOF, I, _____, Arizona Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
Arizona Division Administrator

STATE OF ARIZONA)
) ss
County of)

I, _____, a Notary Public in and for the State of _____, do hereby certify that on this the ____ day _____, 20 ____, before me personally appeared _____, Arizona Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of _____, 20 ____, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Arizona Division Administrator, Federal Highway Administration.

Witness my hand and seal this ____ day of _____, 20 ____

Notary Public

(SEAL)

Commission Expires _____

(continued)

In compliance with the conditions set forth in the foregoing deed, the **CITY OF YUMA**, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

Accepted this ____ day of _____, 20 ____.

By _____
City of Yuma

STATE OF ARIZONA)
) ss
County of)

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she in his/her capacity as _____, City of Yuma, executed the same voluntarily on this day.

Given under my hand and seal of office this _____ day of _____, 20 ____.

Notary Public

(SEAL)

My Commission Expires _____

APPROVAL

This Highway Easement Deed has been reviewed by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Yuma. No opinion is expressed as to the authority of the remaining parties, other than the City or its departments, to enter into said agreement.

(Name)

Date

City Attorney

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