AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Highway Easement Deed; US Department of Transportation, Federal Highway Administration; New Mexico Principal Meridian, Township 51 North, Range 1 East, Sections 11, 14 and 23

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and U.S. Department of Transportation/Central Federal Lands

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Finalizes easement for reconstruction, operation and maintenance of the Taylor River Road across Forest Service land.

Fiscal Impact: N/A

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

ok db 7/9/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/9/2014 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/9/2014

○ Consent Agenda ● Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/15/2014 Follow Up Agenda Date:

Revised April 2013

U.S. Department of Transportation
Federal Highway Administration

Central Federal Lands Highway Division

12300 West Dakota Avenue
Suite 280
Lakewood, CO 80228-2583
Office: 720-963-3700
Fax: 720-963-3610
Alan Blair@dot.gov

June 26, 2014

In Reply Refer To:
HFHD-16

Ms. Marlene Crosby
Director of Public Works
Gunnison County
811 Rio Grande Ave.
Gunnison, CO 81230-3233

Dear Ms. Crosby:

Enclosed please find a Department of Transportation Highway Easement Deed for Taylor River Road, also designated as Forest Highway 59, which is comprised of portions of land within the following Township and Range of the New Mexico Principal Meridian; Township 51 North, Range 1 East, Sections 11, 14, and 23.

This deed was reviewed, signed by the Central Federal Lands Division Engineer, and notarized. Once the deed has been signed by the authorized county official and recorded with the County Clerk, please return a copy of the recorded document to this office in the enclosed self-addressed envelope.

If you have any questions or concerns, please contact me directly at 720-963-3700.

Sincerely yours,

Alan D. Blair
Right-of-Way Manager

Enclosures:
Highway Easement Deed for CO PFH 59, Taylor River Road
Self-Addressed Return Envelope

RECORDING REQUESTED BY)
AND RETURN TO:)
)
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HIGHWAY EASEMENT DEED

THIS DEED, made this 25th day of JUNE, 2014, by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the County of Gunnison, State of Colorado, hereinafter referred to as the Grantee, and as the Highway Agent after its acceptance of the highway:

WITNESSETH:

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 USC Section 317), for the right of way of a highway over certain land owned by the United States of America in the State of Colorado, which is under the jurisdiction of the Department of Agriculture, Forest Service; and

WHEREAS, the Federal Highway Administrator, 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 a right of way for Forest Highway Route 59, Taylor River Road, herein after referred to as the highway;

WHEREAS, the United States Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer of a right of way easement by the Department, over the land to the Grantee;

NOW THEREFORE, the Department as authorized by law, does hereby grant to the Grantee, a non-exclusive right-of-way easement for the reconstruction, operation and maintenance of the said highway and use of the space above and below the established grade line of said highway for highway transportation purposes, across, and upon the following described land owned by the United States of America within the Gunnison National Forest, Gunnison County, State of Colorado, and being situated upon portions of land within the following Township and Range:

New Mexico Principal Meridian;

Township 51 North, Range 1 East, Sections 11, 14, & 23,

If any subsequent survey of said highway shows that any portion crosses National Forest System land, not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

Forest Highway Route 59 is more particularly described and depicted on the attached Exhibit 1. The highway was constructed according to the right-of-way plans entitled "CO PFH 59-1(5), TAYLOR RIVER ROAD," on file in the office of the Forest Service Region 2.

Subject to the following terms, conditions, and covenants:

1. This right of way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain such rights as may be necessary relating to any such outstanding valid claims.

2. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Grantee, or any person working on his behalf, on public or federal land shall be immediately reported to the Forest Service authorized officer. Grantee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Forest Service authorized officer. An evaluation of the discovery will be made by the Forest Service authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Grantee will be responsible for the cost of the evaluation and any decision as to proper mitigation measures will be made by Forest Service authorized officer after consulting with the Grantee.

3. 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 for the purpose of reconstruction, operation, and maintenance of the highway and does not include the grant of any rights for non-highway purposes or facilities:

    a. Provided, the Forest Service retains the rights to use or authorize the use of any portion of the right of way for non-highway purposes, except where such use would be inconsistent with the provisions of Title 23 of the United States Code and of 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 Grantee and the Department shall be consulted prior to the exercise of such rights, and;

    b. Provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture signs on the portions of the right of way outside of construction clearing limits.

4. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.

5. Consistent with highway safety standards, the Grantee shall:

   a. Protect and preserve the soil, vegetative cover and scenic and esthetic values within 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 reconstruction, operation or maintenance of the highway;

   c. 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 where it is deemed necessary by a joint review between the Forest Supervisor and the Grantee prior to the completion of the highway;

   d. Maintain all erosion control features appurtenant to the highway. This provision shall also apply to slopes that are reshaped following slides that occur during or after construction;

   e. Maintain the right-of-way clearing by means of chemicals only after consultation with the Forest Supervisor. Consultation must address the time, method, type and quantity of chemicals, and the exact portion of the right of way to be chemically treated;

   f. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;

   g. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.

   h. The Grantee shall not establish borrow, sand, or gravel pits; stone quarries; permanent storage areas; or sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right of way without first obtaining approval of the Forest Supervisor.

6. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.

7. The Grantee will obtain approval from the Forest Supervisor before any merchantable timber can be cut or any other resource material can be removed for roadway maintenance purposes.

8. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) shall be complied with in 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 lands hereby conveyed;

   b. The Grantee shall use said easement and right of way 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, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.

9. In the event the easement of right of way granted hereby should no longer be needed or used by the Grantee for the highway uses contemplated herein, or is used by the Grantee, its successors or assigns, for any purpose not contemplated by this deed without prior written authorization from the Department, the easement shall immediately terminate and the right of way and any facilities thereon shall revert to and vest in and become the absolute property of the United States of America as such interest existed prior to this instrument. In the event the easement of right of way granted hereby should no longer be needed by the Grantee, the Grantee shall timely provide written notice to the Department acknowledging the reversion of the right of way and termination of the easement.

10. In the event of a reversion, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the revesting of title in the United States.

11. The grantee shall reestablish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Other land monuments and property comers or witness markers shall not be damaged, destroyed, or obliterated without the prior permission of the Regional Forester and shall be relocated or reestablished in accordance with standards satisfactory to the Regional Forester.

IN WITNESS WHEREOF, I, RICARDO SUAREZ, Division Engineer, 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.

Federal Highway Administration
Division Engineer

County of Jefferson State of Colorado,
Before me personally appeared said RICARDO SUAREZ and acknowledged the foregoing instrument to be his free act and deed this 25th day of JUNE, 20 14.

(Seal)

Notary Public
My commission expires 08/03/2014
STATE: COLORADO
COUNTY: JEFFERSON

SANDRA S. DE PAULA
Notary Public
State of Colorado
My Commission Expires August 03, 2014

Commissioners Certificate of Acceptance

In compliance with the conditions set forth in the foregoing Deed, County of Gunnison, State of Colorado, 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. This is to certify that the interest in real property conveyed by the within deed or grant dated _____, from the United States of America, acting by and through the Department of Transportation, Federal Highway Administration to the County of Gunnison, a political subdivision is hereby accepted by order of the Board of Commissioners on _____, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

Chair Date
Gunnison County Board of Commissioners

ATTEST:

_____ _____

Gunnison County Clerk Date

Exhibit 1

Beginning at the intersection of Forest Highway 59 and Colorado State Highway 135 located in the Northwest One-Quarter of the Southeast One-Quarter, Section 22, Township 51 North, Range 1 East of the New Mexico Principal Meridian. Said intersection being located South 64°52'06" West, 1899.10 feet from the East One-Quarter of said Section 22, being a BLM cap on a stainless steel post. Thence northeasterly along the Highway centerline approximately 20 miles to the terminus of the said highway project, located in the Southwest One-Quarter of Section 24, Township 14 South, Range 83 West of the 6th Principal Meridian, being on the southwesterly Taylor Park Reservoir boundary line, defined by Corner No. 17 and Corner No. 18, of Taylor Park Reservoir. Said terminus of the Highway being located North 21°19'24" East, 28.65 feet from Corner No. 17, Taylor Park Reservoir, being a BLM brass cap, dated 1995, on a stainless steel post in a mound of stone.

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, NAD 83, Colorado Central Zone.

Monument descriptions:	State plane coordinates for monuments: NAD 83, Colorado Central Zone	
East One-Quarter Corner of Section 22 BLM cap, on a stainless steel post.	N = 1,306,584.45'	E = 2,617,298.52'
Corner No. 17, Taylor Park Reservoir, BLM brass cap, 1995, on a stainless steel post in a mound of stone.	N = 1,358,517.10'	E = 2,682,107.39'

Said easement being more particularly described as follows:

A strip of land 200 feet wide, the sidelines of which are parallel with and 100 feet each side of the centerline of said Forest Highway Route 59, across the following 3 parcels, the sidelines of said strip of land are to be lengthened or shortened to eliminate any gaps or overlaps, also are to begin and end at the cited lines:

Parcel 1

Being in the West One-half of Section 23, Township 51 North, Range 1 East of the New Mexico Principal Meridian, beginning at the intersection of said highway centerline with the West line of the Southwest One-Quarter, Section 23, said Township and Range, said intersection being located South 01°03'24" West, 773.91 feet from the East One Quarter Corner of said Section 22, being an stainless steel post with a BLM brass cap; Thence northeasterly and northerly along said highway centerline to its intersection with the East line of the Southwest One-Quarter of Section 14, said Township and Range, said intersection being located North 01°20'30" East, 537.71 feet from the South Quarter Corner of said Section 14, being a BLM brass cap.

Parcel 2

All that portion of the Southeast One-Quarter of the Southeast One-Quarter of said Section 14, lying southeasterly of said centerline beginning at its intersection with the South line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 14, said intersection being located North 89°15'09" West, 13.63 feet from the Southeast One-sixteenth Corner of said Section 14, being monumented by a railroad spike; Thence northeasterly along said centerline to its intersection with the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 14, said intersection being located North 01°21'21" East, 16.34 feet from said Southeast One-sixteenth Corner.

Parcel 3
Being in the Northeast One-Quarter of said Section 14, and the Southwest One-Quarter of the Southeast One-Quarter of Section 11, said Township and Range, beginning at the intersection of said highway centerline with the South line of the Northeast One-Quarter of said Section 14, said intersection being located South 89° 15'11" East, 246.29 feet from the Center – East One-sixteenth Corner of said Section 14, being a stainless steel pipe with a BLM cap; Thence northerly along said highway centerline to its intersection with the East line of the Southwest One-Quarter of the Southeast One-Quarter of said Section 11, said intersection being located North 02°15'15" East, 63.10 feet from the East One-sixteenth Corner of said Section 11, being a stainless steel pipe with a BLM cap.

Together with the above described parcels:

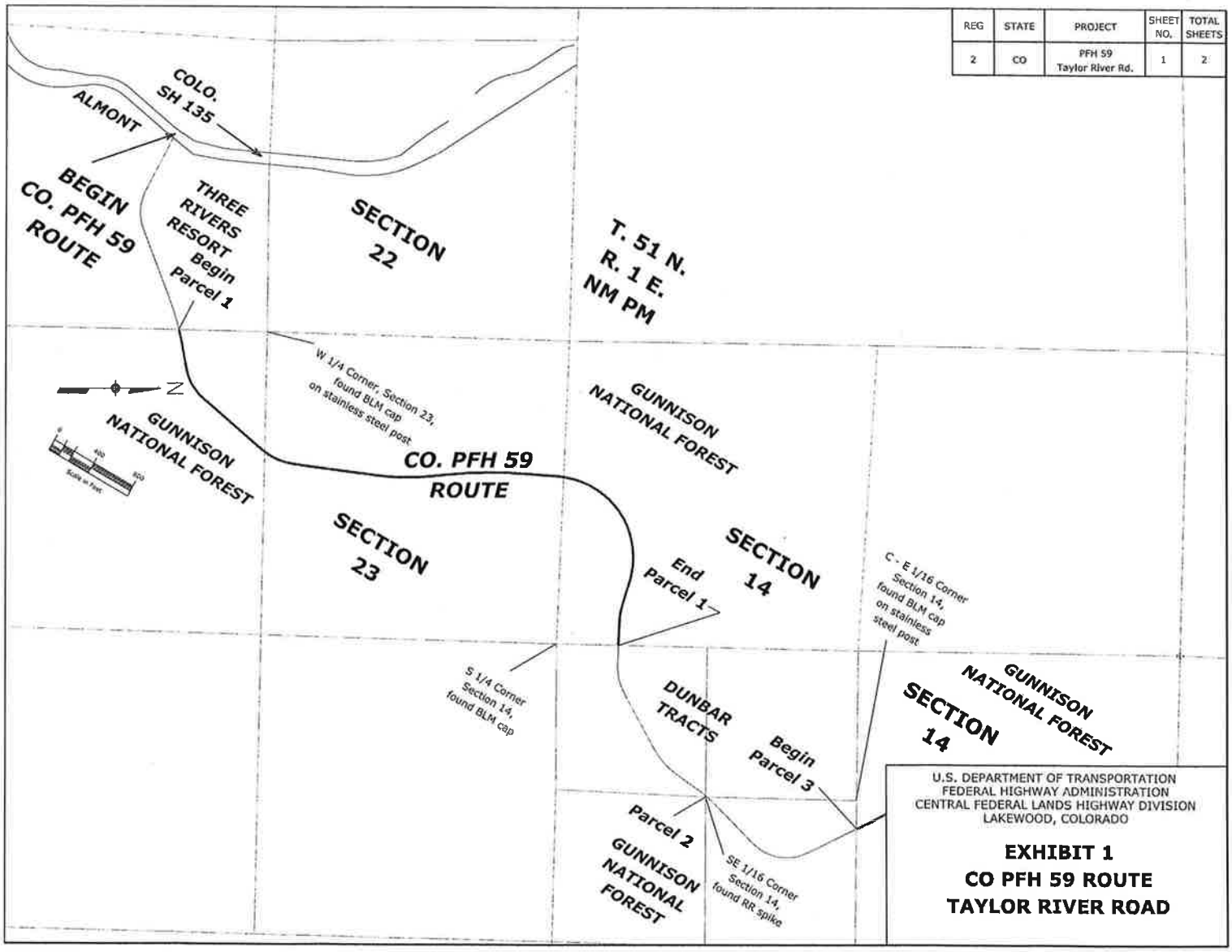
Any and all man-made features, including cut and fill slopes and drainage structures adjacent to and appurtenant to said Forest Highway.

Excepting from the above described parcels:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said Forest Highway.

The Forest Highway traverses approximately 1.7 miles of roadway situated upon National Forest System land, encompassing an area of approximately 41 acres, more or less, within the right-of-way corridor.

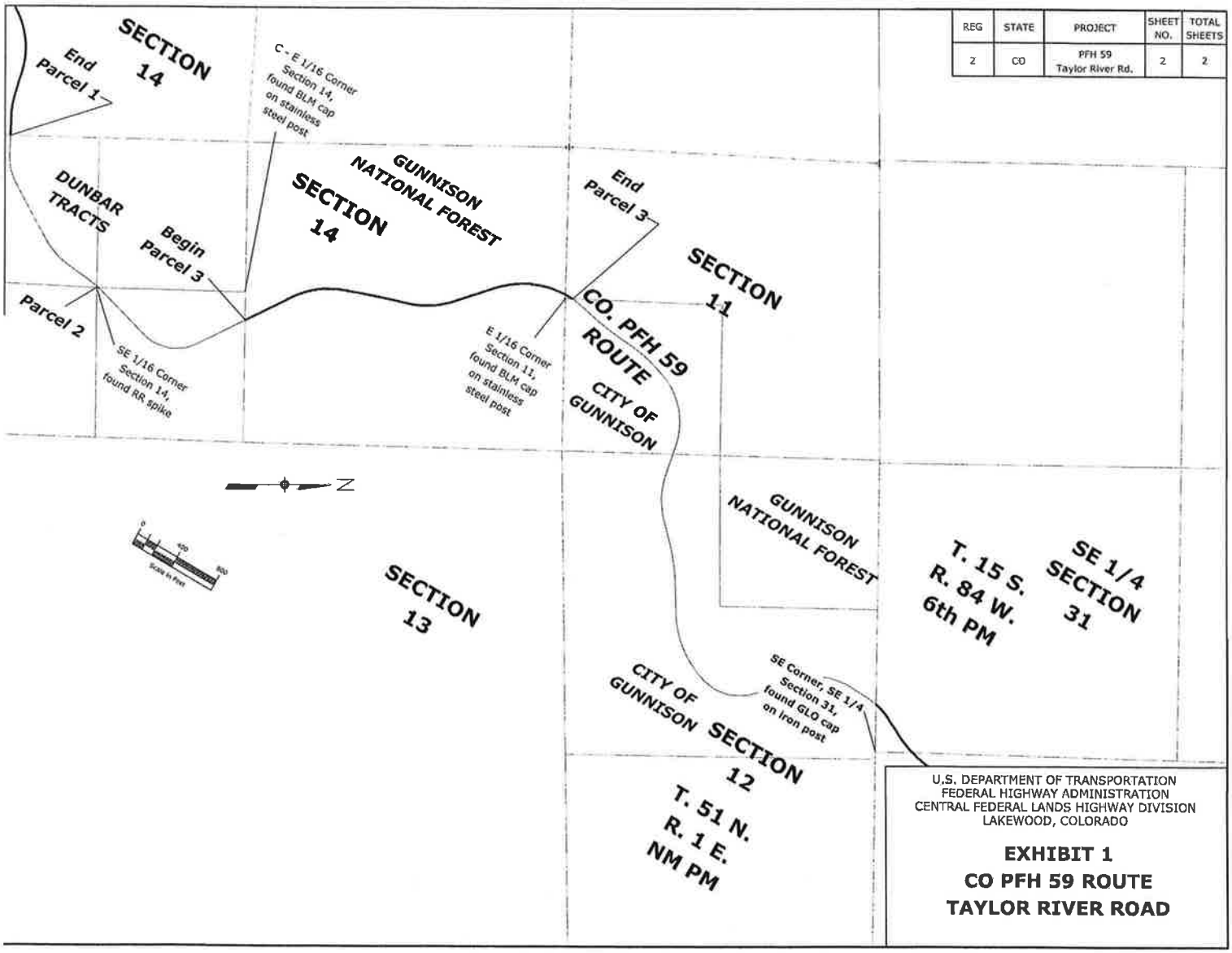
REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
2	CO	PFH 59 Taylor River Rd.	1	2



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
LAKEWOOD, COLORADO

EXHIBIT 1
CO PFH 59 ROUTE
TAYLOR RIVER ROAD

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
2	CO	PFH 59 Taylor River Rd.	2	2



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
LAKEWOOD, COLORADO

EXHIBIT 1
CO PFH 59 ROUTE
TAYLOR RIVER ROAD

Gunnison County
COLORADO

Office of the Gunnison County Attorney

David Baumgarten · County Attorney
Art Trezise · Deputy County Attorney

April 1, 2014

Alan Blair, PLS
ROW Manager
US Department of Transportation
12300 W, Dakota Ave., Suite 280
Lakewood, CO 80228

RE: Colorado Project PFH 59-1(5)
Statement of Legal Sufficiency for DOT Highway Easement Deed
HFHD-16

Dear Mr. Blair:

I am an attorney licensed to practice law in the State of Colorado and am currently the Deputy County Attorney for Gunnison County, Colorado. I have received and reviewed the attached Highway Easement Deed and its attached exhibits (collectively, "Deed") from the United States of America, acting by and through the Department of Transportation, Federal Highway Administration ("Department"). I understand that the Deed has been reviewed by representatives of the federal government and the Department to ensure compliance with all requirements of the Federal Highway Administration and 49 CFR 21.7(a)(2).

I hereby certify that the Deed is legally sufficient, pursuant to the laws of the State of Colorado, to transfer title to Gunnison County from the United States of America "a non-exclusive right-of-way easement for the reconstruction, operation and maintenance of the said highway and use of the space above and below the established grade line of said highway for highway transportation purposes, across and upon" the described land owned by the United States of America, subject to the express and implied limitations, terms, covenants and conditions of the Deed.

Sincerely,

Art Trezise
Deputy County Attorney

Cc: Marlene Crosby, Gunnison County Director of Public Works

Encls.

200 E. Virginia Avenue · Suite 262 · Gunnison, CO 81230
Office (970) 641-5300 · Fax (970) 641-7696

U.S. Department of Transportation
Federal Highway Administration

Memorandum

Central Federal Lands Highway Division

Subject: ACTION:
Notation to File
Taylor River Road, CO PFH 59
Gunnison National Forest
Gunnison County, Colorado

Date: SEP 26 2011

In Reply Refer To: HFPM-16

From: Mark Meng
Project Manager

To: CFLHD Central File – CO PFH 59-1(5), Taylor River Road

Thru: Jeff Berna JB 9/21/11
Environmental Planning Engineer

Bryant Gonsalves CB 9/21/11
for Acting Project Development Engineer

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with the US Forest Service (USFS) Gunnison National Forest (GNF), Colorado Department of Transportation (CDOT) and Gunnison County is proposing the continuation of a project in Taylor River Canyon northeast of Almont, CO, see Figure 1. Road improvements, including reconstruction and paving, from milepost (MP) 0.0, in the town of Almont, to MP 19.7 were described and evaluated in an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) that was signed May 21, 1999.

Due to funding constraints, this project has been broken into several smaller project segments. Previous projects include:

- Reconstruction anticipated for 2012 from approximately MP 7.1 to MP 13.6 (CO PFH 59-1(4))
- Reconstruction in 2002-2003 from approximately MP 13.6 to the Taylor River Bridge below the Taylor Park Reservoir Dam, MP 19.7 (CO PFH 59-1(3)). This project also included the replacement of 4 bridges.

It is anticipated that funding will soon become available to implement the last phase of construction and complete the route. This project (CO PFH 59-1(5)) consists of widening and paving a 5.85 mile segment of Taylor River Road from approximately MP 0.80 just east of Almont and continue northeast to approximately MP 7.1. The proposed typical section is 2 11-foot travel lanes with 1-foot shoulders. The alignment closely follows the existing horizontal and vertical alignment of Taylor River Road. One short minor horizontal alignment shift may

USDA United States Department of Agriculture
7?z7'5i
Forest Service
Rocky Mountain Region
740 Simms Street
Golden, CO 80401
Voice: 303-275-5350
TDD: 303-275-5367

File Code: 2730
Date: OCT 2012

Micah Leadford
Project Manager
Federal Highway Administration- Central Federal
Lands Highway Division
12300 West Dakota Avenue, Suite 380 A
Lakewood, CO 80228-2583

LETTER OF CONSENT

Re:	Highway:	Taylor River Road
	Identification:	PFH 59-1(5)
	National Forest:	Grand Mesa, Uncompahgre, and Gunnison National Forest
	State:	Colorado

Dear Mr. Leadford:

By letter dated April26, 2012, the Federal Highway Administration, Central Federal Lands Highway Division requested the appropriation and transfer ofNational Forest System lands within the Grand Mesa, Uncompahgre, and Gunnison National Forest for right-of-way for the reconstruction, operation, and maintenance of Forest Highway, Taylor River Road and appurtenant highway facilities across the following described lands. in the County of Gunnison, State of Colorado, as shown on the plans titled "Right of Way Plans for Proposed CO PFH 59-1(5) Taylor River Road" dated April2012.

The highway will occupy 40.28 acres on National Forest System lands, and is described as follows:

N.M. P.M., Gunnison County, Colorado
T.51N., R.lE., Sections 11, 14 and 23

The Forest Service consents to the appropriation and transfer of these lands under the provision of sections 107(d) and 317 of the Act of August 27, 1958, (72 Stat.[893] 3/916; 23 U.S.C. 317), subject to the construction and maintenance stipulations contained herein as Exhibit 01 which will be included in the Department of Transportation easement issued by the Federal Highway Administration (FHWA). This does not include fee title, the mineral estate or interest in any Forest facilities or resources. The Forest Service shall be alerted to any changes to the plans that affect the National Forest made after the issuance of this letter.

After the road is complete, as-constructed plans will be forwarded to the USFS Regional Office for review. Upon completion of the review, the USFS will authorize FHWA to proceed with the execution of the easement deed to Gunnison County. The draft deed sent along with the request for the Letter of Consent has not yet been reviewed.

You may authorize immediate entry under the enclosed terms.

Sincerely,

DANIEL J. JIRON
Regional Forester

Enclosure

cc: Alan Blair- FHWA, BLM (CO)-Lands and Minerals Title Section

Exhibit 01

Stipulations

Highway: Colorado PFH 59-1(5) Taylor River Road
National Forest: Gunnison National Forest
State: Colorado

The following stipulations are supplementary to the terms and conditions of the highway easement deed between the United States, acting through the Department of Transportation, Federal Highway Administration and issued to Gunnison County. The stipulations are necessary for the adequate protection of National Forest System lands and resources.

The State shall:

1. Before any clearing of the right-of-way or construction of the highway commences:

   a. Prepare, in cooperation with the Forest Supervisor, a fire protection plan that sets forth in detail the fire prevention, presuppression, and suppression measures that will be taken by the Grantee, its employees, contractors, and subcontractors, and their employees in all operations during the construction stage. The fire plan shall be made available to all bidders prior to letting contract and the Grantee shall cause its contractors to comply with all provisions of the fire plan and of all burning permits issued for disposal of flammable materials.

   b. Prepare, in cooperation with the Forest Supervisor, a clearing plan that sets forth in detail the procedures and standards that will apply to (1) all clearing and disposal of merchantable timber and young growth in the right-of-way and (2) debris disposals, including debris removal from all streams. Such plan shall include provision for payment by the Grantee or its contractors for the merchantable timber on lands of the United States to be cut, used, or destroyed in the construction of the highway or in clearing of said right-of-way. Payment for merchantable timber shall be at appraised value as determined by the Regional Forester: Provided, That the Regional Forester may dispose of the merchantable timber to other than the Grantee or its contractors at no stumpage cost to the Grantee or its contractors.

   c. Prepare, in cooperation with the Forest Supervisor, a landscape and erosion control plan with the objective of protecting, restoring, or enhancing the roadside landscape, protecting soil, and protecting or reestablishing vegetative cover. Such plan shall, when appropriate, provide for vegetating cuts, fills, and other areas damaged as a result of highway construction; maintenance or operation; and for terraces, drainage, waste disposal areas, soil replacement, and other related requirements necessary to achieve the objective. Coordinate with the District Ranger to develop an appropriate seed mixture specification to be used in restoration on the project.

2. Reestablish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Other land monuments and property comers or witness markers shall not be damaged, destroyed, or obliterated without the prior permission of the Regional Forester and shall be relocated or reestablished in accordance with standards satisfactory to the Regional Forester.

3. The existing easement granted to Gunnison County by the Forest Service under the Forest Roads, and Trails Act is to be relinquished by Gunnison County in favor of the permanent DOT easement issued under the Federal Highway Act of 1958. This transaction is to reduce paperwork and clarify legal authority.

4. The width of the highway right-of-way shall remain 100 feet from the centerline after final construction. Temporary Construction Areas will all be covered under authorizations by the line officer.