

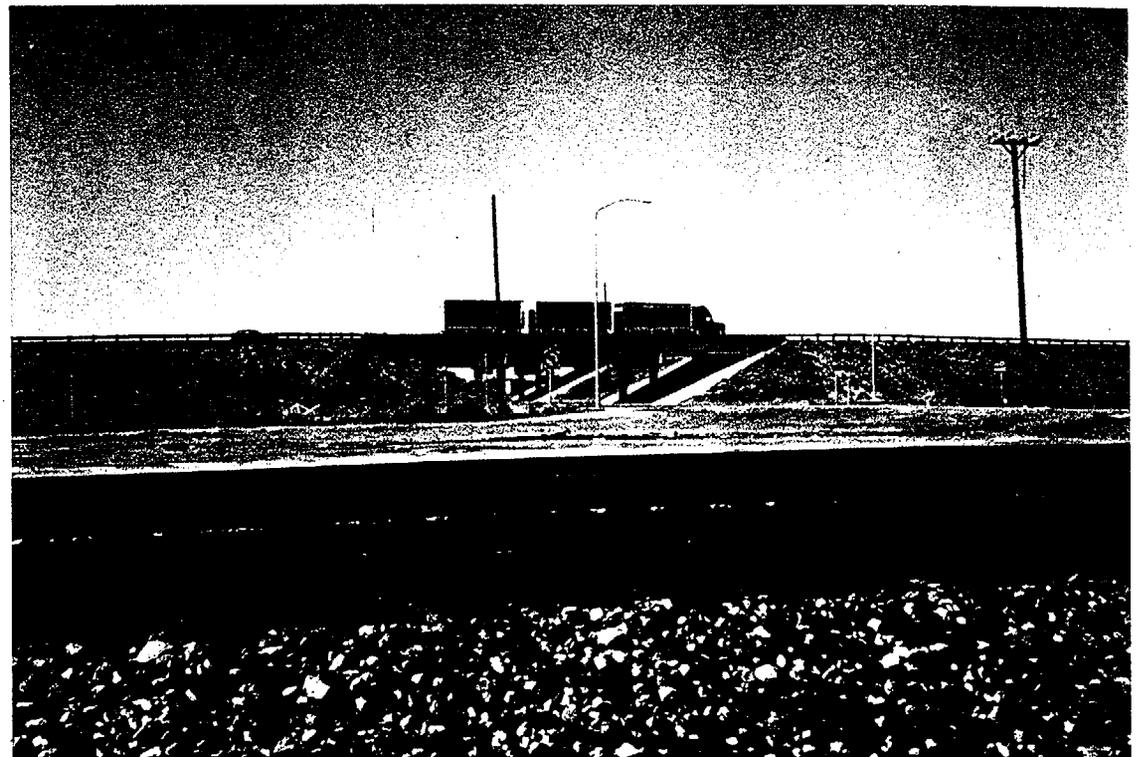
North side of I-80
underpass at junction
with Skull Valley
Rd. looking south-
east

T1S, R7W, Sec. 8
Tooele County

(5-22-97)

North side of I-80 underpass
(clearance 15'8") at junction
with Skull Valley Rd, looking
southwest; Union Pacific RR
tracks in foreground

(5-22-97)



USO-2234-87
(August 1967)



UNITED STATES
DEPARTMENT OF THE INTERIOR.

BUREAU OF LAND MANAGEMENT
Land Office
Post Office Box No. 11505
Salt Lake City, Utah 84111

IN REPLY REFER TO:

2234

U-684 Amend

August 30, 1967

Certified Mail
Return Receipt Requested

DECISION

:
:
:
:

Right-of-Way Granted

Details of Grant

Serial number of grant:	Utah 684 (Amendment)
Name of Grantee:	Bureau of Public Roads for Utah State Dept. of Highways P. O. Box 11463 Salt Lake City, Utah 84111
Map showing the location and dimensions of grant	Right-of-way for highway across Government land Delle to Timpie, Project No. I-80-2(4)64 Tooele County
Map designations:	May 4, 1967
Date filed:	Federal Aid Highway
Permitted use by grantee:	Title 23 U.S.C., Sec. 317
Authority for grant:	August 30, 1967
Date of grant:	None
Expiration date of grant:	Rental
Rental	Amount:
Amount:	When payable by grantee:

282144

RECORDED AT THE REQUEST OF
Utah State Highway Dept.
 SEP 21 1967 TIME 9:01 AM
 BOOK 75 OF RECORDS PAGE 554 FEE 70.
Ida Johnson Long 560
 Tooele County Recorder
 IDA JOHNSON LONG

Terms and conditions of the grant are set forth on the following page.

Terms and Conditions of Right-of-Way Grant

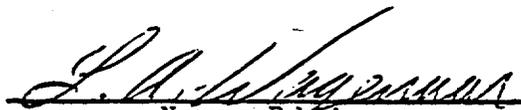
Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), as amended, a right-of-way, the details of which are shown on the preceding page, is hereby granted, subject to the following terms and conditions:

1. Applicable regulations in 43 CFR, Subpart 2234.
2. All valid rights existing on the date of the grant.
3. Filing of proof of construction within ~~FIVE~~ seven years of the date of the grant.
4. The grantee will take all reasonable and necessary precautions to protect and preserve natural scenic values, and to prevent soil erosion. A minimum number of trees will be cut and debris resulting from cutting will be completely disposed of by burning. Litter, debris and other "eyesores" caused by the permittee will be cleaned up within 60 days after construction. Disturbance of the vegetative cover will be kept to a minimum. Where feasible, as determined by the BLM District Manager, soil disturbances, borrow pits and earth scars will be revegetated; adequate soil erosion control practices will be followed such as contour furrowing and installation of water bars to minimize concentration of runoff. Fencing standards for all fences constructed must be approved by the District Manager. Conservation measures or work necessary for maintenance will be applied to the right-of-way as required by the District Manager.
5. The grantee will take all reasonable and necessary precautions not to destroy or otherwise damage, as a result of construction activities, historic or prehistoric sites, ruins, or artifacts on or adjacent to the right-of-way. Should such sites, ruins, or artifacts be discovered during the construction of the right-of-way, construction will immediately be suspended in the area and the Bureau of Land Management District Manager shall be notified. The District Manager shall have the area inspected as quickly as possible and issue instructions for the protection of the site, ruins, or artifacts and the resumption of construction activities.
6. Any other or subsequent use by grantee or others of the lands or facilities granted under this right-of-way must be authorized by this office.
7. EQUAL OPPORTUNITY CLAUSE -- This grant is subject to the provisions of Executive Order No. 11246 of September 24, 1965, and the "Equal Opportunity Clause" is made a part of the grant.
8. CIVIL RIGHTS ASSURANCE CLAUSE -- This right-of-way grant is subject to the provisions of the Civil Rights Act of 1964. See attached Civil Rights Assurance Clause.
9. The United States reserves the right to dispose of leasable minerals pursuant to regulation 43 CFR 2234.2-4(a)(2)(ii)(b).

A2ULO-43
(Aug. 1960)

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

I, L. A. Wagenaar, A Notary Public in and for the said
County and State, do hereby certify that on this the 13th day of
March, 1967, before me personally appeared
E. S. Kirk, being to me personally well known and
 Chief
known by me to be the Adjudication Branch, Bureau of Land Manage-
ment, and acknowledged that the foregoing instrument, Serial Number
U-684, bearing date of March 13, 1967,
was executed by him in his official capacity and by authority in him
vested by law, for the purposes and intents in said instrument
described and set forth, and acknowledged the same to be his free
 Chief
act and deed as Adjudication Branch, Bureau of Land Management.
Witness my hand and seal this 13th day of March, 1967.


Notary Public

My Commission expires August 16, 1970.

10. Subject to Standard Halogeton Stipulation as contained in R/W U-037441 filed October 14, 1959.

11. Terms and conditions of previous grant (March 13, 1967) are not affected by this grant.

/s/ E. S. Kirk

F. S. Kirk
Chief, Adjudication Branch

Attachments

Civil Rights Assurance ClauseENTRY AND USE OF LAND AND RESOURCES
TITLE VI -- CIVIL RIGHTS ACT OF 1964

1. The grantee covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for the permitted use 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 grantee 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.
2. The grantee further agrees that he will not transfer the property conveyed by this instrument for the purpose designated in paragraph 1 hereof or for another purpose involving the provisions of similar services or benefits, unless and until the transferee gives a similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph 1 hereof.
3. 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 revert in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph 1 hereof at any time during the term of this grant.
4. The grantee agrees that as long as property conveyed hereby is used for the purpose designated in paragraph 1 hereof, 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, lease, etc.
5. The grantee agrees that in the event of violation or failure to comply with the requirements imposed by paragraph 1, the United States may seek judicial enforcement of such requirements.
6. 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.
7. The assurances and covenant required by paragraphs 1 through 6, 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) 1964 edition.

RIGHT OF WAY ACROSS GOVERNMENT LAND
REQUIRED FOR THE CONSTRUCTION OF A
FREEWAY KNOWN AS PROJECT NO. 1-80-2(4)64

A parcel of land situated in the $S\frac{1}{2}SE\frac{1}{4}$ of Section 5, the $SW\frac{1}{4}$ and the $S\frac{1}{2}SE\frac{1}{4}$ of Section 4, the $S\frac{1}{2}S\frac{1}{2}$ of Section 3, the $N\frac{1}{2}NE\frac{1}{4}$ of Section 10, the $N\frac{1}{2}NW\frac{1}{4}$ of Section 11, the $N\frac{1}{2}NW\frac{1}{4}$ and the $NE\frac{1}{4}$ of Section 12, all in T. 1 S., R. 8 W., S.L.B.M.; and in the $NW\frac{1}{4}$, the $S\frac{1}{2}NE\frac{1}{4}$ of Section 7, the $S\frac{1}{2}NW\frac{1}{4}$ and the $NE\frac{1}{4}SW\frac{1}{4}$ of Section 8, all in T. 1 S., R. 7 W., S.L.B.M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 4; thence North 260 ft., more or less, along the west line of said Section 4 to a point 365.0 ft. perpendicularly distant northerly from the center line of the East Bound Lane of said project; thence S. $82^{\circ}41'$ E. 10655 ft., more or less, to the east line of said Section 3; thence South 280 ft., more or less, to the SE. corner of said Section 3; thence East 1755 ft., more or less, along the north line of said Section 11 to a point 365.0 ft. perpendicularly distant northerly from said center line of the East Bound Lane; thence S. $82^{\circ}41'$ E. 17232 ft., more or less, to a point 35.0 ft. radially distant northerly from the center line of Frontage Road No. 1 of said project at Engineer Station 135+43.70; thence Easterly 2.3 ft. along the arc of an 1874.96 foot-radius curve to the left to a point 35.0 ft. perpendicularly distant northerly from the center line of said frontage road at Engineer Station 135+46.01 (Note: Tangent to said curve at the point of beginning bears S. $89^{\circ}01'48''$ E.); thence S. $89^{\circ}05'57''$ E. 544.30 ft. to a point of tangency with a 2899.79 foot-radius curve to the right; thence Easterly 188.9 ft. along the arc of said curve to the southerly existing right of way line of the Western Pacific Railroad; thence S. $78^{\circ}20'17''$ E. 1612 ft., more or less, to the east line of said Section 8; thence South 147 ft., more or less, to the E $\frac{1}{2}$ corner of said Section 8; thence West 2640 ft., more or less, to the NE. corner of said $NE\frac{1}{4}SW\frac{1}{4}$ of Section 8; thence South 9 ft., more or less, along the east line of said $NE\frac{1}{4}SW\frac{1}{4}$ of Section 8 to a point 75.0 ft. radially distant southerly from the center line of Ramp "A" of said project; thence Westerly 70 ft., more or less, along the arc of a 2789.79 foot-radius curve to the left to a point 75.0 ft. perpendicularly distant southerly from the center line of said ramp "A" at Engineer Station 11+00 (Note: Tangent to said curve at the point of beginning bears approximately N. $80^{\circ}21'$ W.); thence N. $78^{\circ}54'39''$ W. 100.0 ft.; thence Westerly 600 ft., more or less, along a straight line to a point 105.0 ft. perpendicularly distant southerly from said center line of the East Bound Lane at Engineer Station 4025+00; thence N. $82^{\circ}41'$ W. 29,506.83 ft. to a point of tangency with a 7744.4 foot-radius curve to the right; thence Westerly 560 ft., more or less, along the arc of said curve to the north line of said $S\frac{1}{2}SE\frac{1}{4}$ of Section 5; thence East 1510 ft., more or less, to the point of beginning.

Prepared by EDJ, 6-9-66

I- 10-10-64

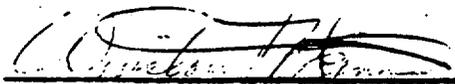
Form of Assurance to Accompany Application for
Federal Financial Assistance under
Title VI of the Civil Rights Act of 1964

"The applicant agrees that, if this application is granted, he will comply with all the provisions of Title VI of the Civil Rights Act of 1964, and all requirements of regulations of the Department of the Interior issued pursuant to that title (43 CFR 17), and that he will not engage in any of the discriminatory actions specifically prohibited by § 17.3 of the regulations issued to implement that title (43 CFR, Part 17) for the duration of the grant, to the end that no person in the United States shall, on the ground 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 applicant is applying for Federal financial assistance.

"The applicant agrees that he will not be permitted to transfer the property or his interest in the property unless and until the transferee makes a similar assurance in writing to the authorized officer of the Bureau of Land Management.

"The applicant further agrees that the United States shall at all times have the right to seek judicial enforcement of this assurance."

Agency: Utah Department of Highways

By: 

Signature

Winston I. Neiman

Title: Acting Chief R/W Design Engineer