

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE**

**AND**

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WYOMING DIVISION OFFICE**

**AND**

**STATE OF WYOMING  
WYOMING DEPARTMENT OF TRANSPORTATION**

**FOR PROCESSING FEDERAL-AID HIGHWAY RIGHTS OF WAY**

**June 2020**

**BLM MOU WY 920-20-2001**

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**MEMORANDUM OF UNDERSTANDING  
FOR PROCESSING FEDERAL-AID HIGHWAY ROW**

**Definitions & Abbreviations**

**Appropriated Lands** - Lands transferred from the United States, via BLM WY and FHWA, to the State of Wyoming or its nominee under the authorities contained in 23 U.S.C. §§ 107(d) and 317 for Federal-aid highways and material sites.

**Authorized Officer (AO)** - The State Director or his/her designee (Field Manager) for the Bureau of Land Management (BLM) that is authorized to approve Federal aid highway appropriations.

**Bureau of Land Management (BLM WY)** –Wyoming Offices of the Bureau of Land Management, which is a federal agency within the U.S. Department of the Interior that administers America's public lands, located primarily in the 12 Western States.

**Case Serial Number** – Assigned by the BLM and it officially opens the administration process regarding the transfer of the right-of-way or material site.

**Categorical Exclusion (CE/CX)** - A category of actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such effect in procedures adopted by a Federal agency in implementation of these regulations (§1507.3) and for which, therefore, neither an environmental assessment nor an environmental impact statement is required. An agency may decide in its procedures or otherwise, to prepare environmental assessments for the reasons stated in §1508.9 even though it is not required to do so. Any procedures under this section shall provide for extraordinary circumstances in which a normally excluded action may have a significant environmental effect.

**Code of Federal Regulations (CFR)** - The codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the U.S. Federal government.

**Days** - Calendar days

**Environmental Assessment (EA)** - Means a concise public document for which a Federal agency is responsible that serves to:

1. Briefly provide sufficient evidence and analysis for determining whether to prepare an environmental impact statement or a finding of no significant impact.
2. Aid an agency's compliance with the Act when no environmental impact statement is necessary.
3. Facilitate preparation of a statement when one is necessary.

(b) Shall include brief discussions of the need for the proposal, of alternatives as required by section 102(2)(E), of the environmental impacts of the proposed action and alternatives, and a listing of agencies and persons consulted.

**Environmental Impact Statement (EIS)** - NEPA requires Federal agencies to prepare environmental impact statements (EISs) for major Federal actions that significantly affect the quality of the human environment. An EIS is a full disclosure document that details the process through which a transportation project was developed, includes consideration of a range of reasonable alternatives, analyzes the potential impacts resulting from the alternatives, and demonstrates compliance with other applicable environmental laws and executive orders. The EIS process is completed in the following ordered steps: Notice of Intent (NOI), draft EIS, final EIS, and record of decision (ROD).

**The Endangered Species Act of 1973 (ESA)** 16 U.S.C. § 1531 et seq. is a federal law passed to protect and recover imperiled species and the ecosystems upon which they depend. It is administered by the U.S. Fish and Wildlife Service and the Commerce Department's National Marine Fisheries Service.

**Executive Order (E.O.) 13807** – issued March 20, 2018 titled One Federal Decision Framework for the Environmental Review and Authorization Process for Major Infrastructure Projects.

**Federal Highway Administration (FHWA)** - The FHWA is a subcomponent of the U.S. Department of Transportation and is responsible for administration and management of the Federal-aid highway program including administering transfers of federal lands under 23 U.S.C. §§ 107(d), 317 and 23 C.F.R. §710.601.

**The Federal Land Policy and Management Act of 1976, as amended, (FLPMA)** 43 U.S.C. §§ 1701-1787 is a federal law that establishes public lands policy, guidelines for administration, provides for the management, protection, development, and enhancement of the public lands; and for other purposes as administered by the Bureau of Land Management.

**Finding of No Significant Impacts (FONSI)** A document by a Federal agency briefly presenting the reasons why an action, not otherwise excluded (§1508.4), will not have a significant effect on the human environment and for which an environmental impact statement therefore will not be prepared. It shall include the environmental assessment or a summary of it and shall note any other environmental documents related to it (§1501.7(a)(5)). If the assessment is included, the finding need not repeat any of the discussion in the assessment but may incorporate it by reference.

**Letter of Consent (LOC)** - Document issued by the BLM consenting to the appropriation of public lands for highway and material site purposes, which clearly states the conditions under which the consent is given.

**Material Site** – Appropriated site required for construction and long-term maintenance of Federal-aid highways located on lands under the jurisdiction of BLM-WY and transferred under the authorities contained in 23 U.S.C. §§107(d) and 317.

**Memorandum of Understanding (MOU)** - A non-binding agreement between FHWA, WYDOT, and BLM WY providing guidelines and policies for the transfer and management of federal land for the construction, operation, maintenance, and termination of Federal Aid Highways. The MOU identifies an intended common line of action and may not imply a legal commitment. The MOU may be terminated by any party at any time.

**Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) 25 U.S.C. 3001** - is a federal law that, in part, establishes rights of Indian tribes to claim ownership of certain "cultural items," held or controlled by Federal agencies and museums that receive Federal funds, and to work with appropriate Native American groups toward their repatriation. Permits for the excavation and/or removal of "cultural items" protected by the Act require Native American consultation, as do discoveries of "cultural items" made during land use activities." after November 16, 1990.

**The National Environmental Policy Act of 1969, as amended, (NEPA)** 42 U.S.C. §§ 4321-4370h is a federal law that requires Federal agencies to assess the environmental effects of, and alternatives to, proposed major Federal actions prior to making decisions.

**National Historic Preservation Act of 1966, as amended (NHPA)** 54 U.S.C. 300101 – is a federal law that established a partnership between the federal government and state, tribal, and local governments that is supported by federal funding for preservation activities. Section 106 of the NHPA directs all Federal agencies to take into account the effects of their undertakings on properties included in or eligible for the National Register of Historic Places (NRHP), and provide the Advisory Council on Historic Preservation (ACHP) with an opportunity to comment on projects before implementation" (see [www.achp.gov](http://www.achp.gov))

**Highway Easement Deed (HED)** - A deed issued by the United States, carried out by FHWA, to the State of Wyoming for a right-of-way over the lands of the United States under administration of the BLM WY, incorporating the terms and conditions included in BLM WY Letter of Consent, and recorded by WYDOT in the appropriate County Clerk's Office.

**Public Land Survey System (PLSS)** - is the surveying method developed and used in the United States to plat, or divide, real property for sale and settling. Also known as the Rectangular Survey System.

**FLMPA Grant** - Authorization issued under Title V of FLPMA permitting the use over, upon, under or through public lands. Grants are used to construct, maintain, operate, and terminate projects for the WYDOT. A FLMPA Grant is an alternative process to the Land Transfer process described in 23 U.S.C. §§ 107(d) and 317 for, securing property interests from the controlling agency.

**Resource Management Plan (RMP)** - A type of land use plan required by FLPMA to guide the management of federal public lands administered by BLM.

**Scoping** - The NEPA process during which agencies and the public are given the opportunity to express concerns and identify issues for consideration in a NEPA document.

**State Historic Preservation Office (SHPO)** - The Wyoming State Historic Preservation Office; a governmental agency created by Section 101 of the National Historic Preservation Act of 1966 which documents, preserves, and promotes Wyoming's heritage with its preservation partners.

**Temporary Construction Easement Deed** - A deed issued by FHWA to WYDOT for the temporary construction areas identified in the Letter of Consent.

**United States Code (U.S.C.)** - The United States Code is a consolidation and codification by subject matter of the general and permanent laws of the United States. It is prepared by the Office of the Law Revision Counsel of the United States House of Representatives.

**U.S. Fish and Wildlife Service (USFWS)** – An agency within the U.S. Department of the Interior, which is the only agency in the federal government whose primary responsibility is management of fish and wildlife for the American public. The Service helps ensure a healthy environment for people by providing opportunities for Americans to enjoy the outdoors and our shared natural heritage.

**The Wyoming Department of Transportation (WYDOT)** – an agency of the State of Wyoming which is responsible for the planning, construction, operation and maintenance of highways and bridges which make up the state highway system.

## **Background**

On October 28, 1975, the Bureau of Land Management (BLM WY) entered into a Memorandum of Understanding (MOU) with the Wyoming Department of Transportation (WYDOT) concerning highway rights-of-way (ROWs). On July 27, 1982, BLM and Federal Highway Administration, (FHWA) entered into an Interagency Agreement regarding Federal-aid highway ROWs (Appendix B). In furtherance of these two general agreements, BLM WY, FHWA and WYDOT entered into MOU WY-29, in June 1984, to define specific policies and guidelines for processing Federal-aid Highway ROWs. Since 1984, this MOU was updated and superseded on a number of occasions with the latest previous version, WY920-08-07-192, dated August 24, 2007.

On March 20, 2018, Office of Management and Budget and the Council on Environmental Quality issued a joint memorandum to heads of federal departments and agencies titled “One Federal Decision Framework for the Environmental Review and Authorization Process for Major Infrastructure Projects under Executive Order 13807”.

## **Purpose**

The purpose of this MOU is to establish one uniform set of updated operating procedures between BLM WY, FHWA, and WYDOT, for processing and amending Federal-aid highway ROWs and sources of materials for new and amended Federal-aid highways and to meet the objectives of Executive Order 13807 referred to as the One Federal Decision Framework for environmental documentation.

This MOU applies to all projects on the Federal-aid highway system and projects on other public roads on BLM administered lands where there is expenditure of Federal funds in accordance with 23 U.S.C. Chapter 2.

## **Authority**

The authority for this MOU is provided in the Federal-aid Highway Act of August 27, 1958, 23 U.S.C. §§ 107(d) and 317). Other authorities include Sections 307 and 501 of FLPMA (43 U.S.C. § 1737, 1761); the Interagency Agreement No. AA 851-IA2-40 between BLM and FHWA and other such State of Wyoming and/or Federal legislation and regulations as may apply.

This MOU does not supersede or replace the requirements of any national agreements, easements, or permits between the affected parties. Further, this MOU does not alter or supersede the authorities and responsibilities of any of the agencies on any matter under their respective jurisdictions (e.g. NAGPRA).

## **Areas of Cooperation**

The parties to this MOU recognize the need to work together to develop coordinated action plans; to provide a basis for timely disposition of material issues or problems connected with the planning, design, construction and maintenance of public road Federal-aid highway systems in the State of Wyoming; and to achieve maximum efficiency from their respective agencies.

## **Agency Responsibilities**

**BLM WY** agrees to participate as a cooperating agency in the NEPA process for land transfer requests, as defined in Federal regulations, for Federal-aid eligible projects on public lands managed by the BLM WY. Where the BLM WY reviews and adopts the final environmental NEPA analysis document of the FHWA, BLM WY will use the final environmental NEPA analysis document as a basis for future actions for interests in public lands. The BLM WY will make any existing resource information available, as appropriate, during the scoping process for this environmental review. BLM WY is responsible for ensuring compliance with any applicable land use plan and is the authority for determination of public interest, conflicts with other authorizations, consistency with lands uses, and issuance of Letter of Consent (LOC). BLM WY will notify FHWA and WYDOT of proposed projects that may affect the physical or operational characteristics of FHWA/WYDOT ROW.

**FHWA** is responsible for administration, oversight, and management of the Federal-aid highway program and administration of land transfers consistent with 23 U.S.C. §§ 107(d), 317, and 23 CFR 710.601. FHWA is the Lead Agency for purposes of NEPA and will ensure compliance with NEPA, Section 4(f) of the Department of Transportation Act, the ESA, the NHPA and all other pertinent environmental protection laws for Federal-aid highway projects.

**WYDOT** has the responsibility for planning, designing, constructing, and maintaining transportation related infrastructure funded by FHWA. WYDOT is responsible for implementing compliance with NEPA, ESA, NHPA and all other pertinent environmental protection laws, regulations, policies and executive orders for Federal-aid Highway Projects. WYDOT will coordinate in the scoping process with the BLM WY Field Offices where the lands proposed for appropriation are located. WYDOT will coordinate with other federal agencies, such as the U.S. Fish and Wildlife Service (USFWS) and the U.S. Army Corp of Engineers/Environmental Protection Agency, to obtain any authorizations or permits required by those authorities.

## **Operational Procedures**

The BLM WY, FHWA and WYDOT have collectively developed an Operating Manual with written operational procedures on the functional interrelated work requirement areas for each of the agencies that are party to this MOU. This Operating Manual is an addendum to this MOU and therefore made a part of the approved MOU.

## General Administrative Provisions

- A. This MOU, consisting of Forty-four pages (41) pages, represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- B. This MOU shall not be binding on any party.
- C. Should any portion of this MOU be judicially determined to be illegal, the remainder of the MOU shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- D. The State of Wyoming, the Federal Highway Administration, Wyoming Department of Transportation, the Secretary of the Interior, and the Bureau of Land Management expressly reserve sovereign immunity by entering into this MOU and each retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this MOU.
- E. Each party to this MOU shall assume the risk of any liability arising from its own conduct. Each party agrees they are not obligated to ensure, defend, or indemnify the other parties to this MOU.
- F. Any party to this MOU may initiate consultation for termination by providing 30-calendar days written notice to other parties of their intent. After notification by the initiating party, the remaining parties will have 60 calendar days to consult to seek agreement on amendments or any other actions that would address the issues and avoid the termination.
- G. Any party to this MOU may request that other parties consider amending it, if circumstances change over time and warrant revisions. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- H. Nothing in this MOU shall be construed as obligating any of the participants to expend, or as involving these entities in any obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes.
- I. Each and every provision herein is subject to the applicable laws and regulations of the United States, the State of Wyoming, the regulations of the Secretary of the Interior, and the regulations of the Secretary of Transportation.
- J. This MOU in no way restricts the parties from participating with other public and private parties, organizations, and individuals, or from accepting contributions and donations for operation and maintenance activities of highway related facilities.
- K. BLM, FHWA, and WYDOT may meet annually on a mutually agreed date to review and evaluate current conditions and trends concerning the intent and functioning of this MOU. This meeting may also serve as a coordination session to determine immediate and future programming of cooperative actions requiring coinciding appropriations.
- L. This MOU shall become effective upon signature by all participants. This MOU will remain in effect until terminated, updated, or amended.



- M. The Federal Government’s liability shall be governed by the provisions of the Federal Tort Claims Act of 1946, as amended (28 U.S.C. Chapter 171 § 2671-80). The State of Wyoming’s liability shall be governed by the Wyoming Statutes and Codes. The parties shall operate in conformance with the Code of Federal Regulations and the United States Code.
- N. The participants shall comply with all Federal Statutes relating to non-discrimination. These include but are not limited to: a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, handicap, or national origin; b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-16783, and §16851686), which prohibits discrimination on the basis of sex.
- O. All parties to this MOU shall comply with all Federal statutes, state laws, and regulations, including those relating to nondiscrimination and employment.
- P. Each agency will fund its own activities while assisting the other agencies. However, if assistance involves a substantial commitment of personnel or other resources, the agencies may enter into a separate agreement.
- Q. Disagreements among the agencies that cannot be resolved at the staff level shall be elevated as follows:

<b>BLM WY</b>	<b>WYDOT Construction</b>	<b>WYDOT Maintenance</b>	<b>WYDOT Environmental / ROW</b>	<b>FHWA</b>
Field Manager	District Construction Engineer	District Maintenance Engineer	Environmental Manager / ROW Manager	Area Engineer or ROW Program Manager
District Manager	District Engineer	District Engineer	Asst. Chief Engineer, Engineering and Planning	
Deputy State Director Division of Minerals & Lands	Chief Engineer	Chief Engineer	Chief Engineer	
State Director	WYDOT Director	WYDOT Director	WYDOT Director	Division Administrator

**Approvals**

This Memorandum of Understanding replaces and supersedes the previous MOU signed August 24, 2007, along with any amendments thereto and becomes effective upon the last date of signature.

FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR:

**DUANE SPENCER** Digitally signed by DUANE SPENCER  
Date: 2020.08.10 15:25:43 -06'00'

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Duane Spencer  
Acting State Director  
Bureau of Land Management, Wyoming

\_\_\_\_\_  
Date

FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION:

\_\_\_\_\_  
Bryan Cawley, P.E.  
Division Administrator  
Federal Highway Administration, Wyoming Division

\_\_\_\_\_  
Date

FOR THE STATE OF WYOMING:

*K. Luke Reiner*  
\_\_\_\_\_  
K. Luke Reiner  
Director  
Wyoming Department of Transportation

*1 Sep 20*  
\_\_\_\_\_  
Date

WYOMING ATTORNEY  
GENERAL'S OFFICE

*AUG 26 2020*  
*Aly. Goldman #202203*  
\_\_\_\_\_  
Alycia Goldman  
APPROVED AS TO FORM

## Approvals

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FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR:

**DUANE SPENCER** Digitally signed by DUANE SPENCER  
Date: 2020.08.10 15:25:43 -06'00'

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Duane Spencer  
Acting State Director  
Bureau of Land Management, Wyoming

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Date

FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION:

 Digitally signed by BRYAN R  
CAWLEY  
Date: 2020.09.08 08:02:19  
-06'00'

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Bryan Cawley, P.E.  
Division Administrator  
Federal Highway Administration, Wyoming Division

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Date

FOR THE STATE OF WYOMING:

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K. Luke Reiner  
Director  
Wyoming Department of Transportation

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Date

## **Appendix A: Operating Manual**

### **Federal Land Transfer Environmental Compliance Process**

This section explains the process of compliance of Federal-aid highway projects with NEPA, ESA, NHPA, NAGPRA, and all other pertinent environmental protection laws.

#### **Scoping**

WYDOT will give advance notice to and receive input from the BLM (aka scope) on projects that involve the following, but are not limited to:

1. New federal land transfer requests
2. Installation of new ROW fence (excluding replacement) adjacent to BLM property
3. Work that exceeds the extent and impact of the project description and anticipated maintenance activities as described in an existing authorization (LOC and deed).

WYDOT will not need to scope the BLM when the project activity occurs on the approved project description and anticipated maintenance activities described in an existing authorization. Maintenance activity examples include, but are not limited to: asphalt overlay, asphalt milling, crack seal, chip sealing, patching, routine bridge repairs, sign installation, anticipated shoulder widening, construction staging areas within the easement, etc.

#### **Steps**

1. Early in the planning stages of Federal-aid highway projects, WYDOT will send a scoping request to the appropriate BLM Field Office Manager(s). The submission will include scope of work, GIS shapefile(s) of the project location and any other pertinent information as available. The request is to ascertain whether the transfer of public lands for highway or material sites is consistent with BLM resource management plan, as well as any resource concerns. These may include, but are not limited to:
  - a. Anticipated social, economic, and environmental impacts;
  - b. Areas intentionally managed for recreation, including those without physical recreation features or where recreation is managed through authorized activities;
  - c. Endangered, threatened, proposed, and sensitive species inventories and other relevant data;
  - d. Existing and potentially needed wildlife crossings or aquatic organism passage;
  - e. Existing cultural resource data and BLM recommendations regarding the evaluation and treatment of known cultural resources and BLM recommendations regarding what should be done to further identify cultural resources;
  - f. Public lands survey monuments, location, and monument protection requirements;
  - g. Potential staging, stockpile, or storage areas;
  - h. Material sources, disposal sites, and borrow pits;
  - i. Public involvement needs for BLM;

- j. Any special conditions that may be required for BLM's agreement with the transfer or grant;
- k. Other issues of special concern.

BLM will provide the above information to WYDOT within 30 calendar days after receipt of the request for scoping comments. If BLM needs additional time, BLM will notify FHWA/WYDOT of any anticipated delay in the scoping process, within 15 days after receipt of scoping request.

2. When the scoping request is received, BLM will provide WYDOT, via email, with the Realty Specialist contact information for the project.
3. If there is a disagreement in the level of NEPA analysis and documentation required (i.e. CE, EA, EIS), the agencies will meet to resolve any those issues.
4. If the proposed project covers land in more than one BLM field office, WYDOT will submit a request to the BLM State Office Realty Officer to establish a lead office point of contact.
5. Where necessary and appropriate, BLM may consider amending the applicable RMP in accordance with FLPMA and NEPA.
6. On-the-ground meetings may be scheduled at the request of the parties of this agreement to examine and review the project.
7. Additional scoping may be required if potentially substantial deviations or new conditions to the project are discovered.
8. WYDOT will complete all phases of required NEPA documentation for Federal-aid highway projects, including all technical reports and studies required for compliance with NEPA and other environmental protection laws, on behalf of FHWA for projects on BLM-administered lands in accordance with NEPA guidelines and in cooperation with BLM.
9. All reports and supporting NEPA documentation shall be submitted to BLM as part of the appropriation request.
10. BLM will review and sign EAs and related decision documents within 45 calendar days. An agreeable time frame will be established for an EIS.
11. BLM may request, during scoping, to review CEs before FHWA/WYDOT signature. Parties will agree to a 10-calendar day review.
12. BLM WY will notify FHWA and WYDOT of proposed projects that may affect the physical or operational characteristics of FHWA/WYDOT ROW, easements or facilities (includes but not limited to changes in access, utilities, traffic volumes, encroachments, etc.).

### **Title 23 Request and Transfer Process**

A transfer will be made by a "Highway Easement Deed (See Appendix D)" Upon approval of an application for a federal land transfer, the BLM administrating office will issue a "Letter of Consent" (See Appendix G) to transfer the requested land. The WYDOT will send a copy of the executed deed to the BLM administrating office. NOTE: FLPMA regulations do not apply. The Easement Deed will be issued pursuant to Title 23 CFR 710.601.

**BLM shall:**

1. Review the transfer request to determine whether the project is consistent with the project scoping details, and that all required NEPA and other documentation has been received.
2. Notify WYDOT of receipt of application and whether there are any deficiencies or if the request is complete. This acknowledgement shall be made by email from the assigned realty specialist to WYDOT contact person identified in the request package. The response will include BLM serialized case number, which shall be used on all future correspondence. The realty specialist shall be the primary BLM point of contact for processing of the appropriation request unless BLM notifies WYDOT of any change. BLM will place in the serial register page LR2000 code 110 (application complete), to begin the 120-day timeframe.
3. Evaluate transfer request and respond within four months of receiving a complete request.
  - a. If consent is granted, BLM shall state, in writing, the conditions under which the consent is given, of this MOU and any special conditions. The LOC will be issued to FHWA and transmitted to both FHWA and WYDOT. FHWA shall make the transfer of the land to WYDOT subject to the conditions specified by BLM in its LOC.
  - b. If it does not consent to the transfer, send a letter to FHWA stating the reasons why the transfer would be contrary to the public interest or inconsistent with the purposes for which the public lands or materials are being managed. Dispute elevation steps are covered in the General Administrative Provisions section "R".

**FHWA shall:**

1. Review the application, determine eligibility of the proposed project for the transfer, and determine whether the land is reasonably necessary for the project, and the accuracy of the legal description.
2. Review and evaluate request for concurrence to the BLM for land transfer by LOC. This concurrence will serve as FHWA's determination that the land requested is reasonably necessary for an eligible transportation project or material site.
  - a. If within four (4) months, BLM WY has not responded in writing to the request for transfer, such land may be transferred by FHWA to the State for the purposes requested. FHWA will notify the BLM WY within 30 days prior to the 4-month timeline, of the intent to effectuate the transfer.
3. Negotiate any conditions of the transfer with the BLM, in coordination with WYDOT.
4. Review and sign the executed deed or deeds and return the executed deeds to WYDOT to record them in the appropriate county.

**WYDOT shall:**

1. File an application with FHWA requesting the land transfer.
2. File a request for consent to the transfer with the BLM Authorized Officer. The four-month time frame specified in 23 U.S.C. § 317 (b) will not start until the complete application is accepted by BLM. The request must include the following:
  - a. Project plans;

- b. Evidence of NEPA compliance (CE/CX, EA, EIS);
  - c. The proposed reclamation plans and seed mixture for the reseeding of any disturbed areas within the appropriation;
  - d. FHWA concurrence to WYDOT's request for land transfer;
  - e. The proposed fence standards to be used on the project.
3. Prepare the appropriate deed(s) for the interest(s) to be transferred —fee, easement, temporary, etc.—and forward to FHWA for execution.
  4. Provide BLM a copy of the recorded deed(s) for record keeping purposes.

### **New Temporary Federal-aid Right-of-Way**

Lands requiring short-term occupancy will be transferred to WYDOT by FHWA using the same procedures as above. Following the “Letter of Consent” the transfer document will be a “Temporary Easement Deed - Highways” (See Appendix E) executed by FHWA to WYDOT. The Temporary Easement portion of the Letter of Consent will have a defined expiration date (typically 10 years). WYDOT will send a copy of the executed deed to the BLM WY administrating office.

### **FLPMA Right-of-Way Grant**

All permanent rights-of-way that are required for non-Federal-aid highways across lands under the jurisdiction of BLM WY will be issued to the WYDOT under the authority of Title V of the Federal Land Policy and Management Act. The process will follow the steps outlined for Title 23 transfers. BLM WY field office may issue a “FLPMA Right-of-Way Grant”, granting use of the lands requested. Right-of-way granted by this procedure will include, but not be limited to, access roads to maintenance sites and radio communication sites and will be negotiated directly between WYDOT and the BLM WY.

### **Administration of Transfer**

#### **Construction:**

1. Upon request, WYDOT will invite BLM to attend the preconstruction meeting.
2. WYDOT will monitor and implement commitments provided in the roadway design plans, the environmental documents, and the LOC.
3. WYDOT will notify BLM of any construction changes that alter the current land use.
4. BLM will consult with the WYDOT Resident Engineer on matters pertaining to project construction conditions in the LOC.

#### **Compliance:**

1. FHWA will effectuate the transfer of permanent and temporary lands for eligible transportation projects or material sites. FHWA will also assist with the reversion of previously transferred lands that are to be rehabilitated and returned to BLM.
2. The grant of a ROW to WYDOT by FHWA does not include the grant of any ROW for non-transportation purposes, facilities, or occupancy by third parties. In the case of a public utility wishing to locate within the highway ROW over BLM lands, WYDOT will advise the utility that it must apply to BLM for a ROW for occupancy and use. WYDOT may issue permits to control highway related activities as required by state law and FHWA rules of accommodation.

3. BLM, FHWA, and WYDOT will consult before any third-party ROW use agreements or other encumbrances are granted to determine if such non-highway use may impact highway safety, efficiency, maintenance, or adjacent public lands. BLM may request WYDOT's review and concurrence prior to approving occupancy.

**Project Design/Resource Management/Mitigation:**

1. Proper highway design and safety is the responsibility of FHWA and WYDOT.
2. FHWA and WYDOT will mitigate highway construction impacts to public land resources in a practical and reasonable manner consistent with the conditions of the LOC. Mitigation measures must be commensurate to the impacts and must not conflict with safety.

**Handling of Emergencies:**

1. If BLM identifies a problem area created as a result of current active construction (e.g. erosion resulting in impacts outside the appropriation area on public land), the BLM point of contact will immediately notify the appropriate WYDOT Resident Engineer or WYDOT District Office of the problem for appropriate action.
2. If an emergency situation exists requiring work beyond the appropriation limits on public land (e.g., snow control and removal, snow fence, washouts, landslides, etc.), BLM may verbally authorize (or through an email) WYDOT to proceed with necessary work to restore the facility to a safe, serviceable condition. All verbal agreements will be properly documented, and terms of verbal authorizations will be included in the appropriate use authorization (if necessary), issued for permanent repair work at the site.



## **Additional Resource Considerations**

### **1. Unpatented Mining Claims**

BLM will cooperate with FHWA and WYDOT in requests for assistance to investigate and determine the status and/or validity of unpatented mining claims located on lands needed for highway purposes. This assistance will be financed by WYDOT on a reimbursable basis and will be provided by BLM consistent with available manpower and workload commitments. Special agreement documents to carry out this work shall be prepared as needed by WYDOT and BLM subject to concurrence by the Director of WYDOT and BLM Wyoming State Director.

### **2. Fencing**

WYDOT is responsible for the safety of the public in relation to highway ROW and will be the final authority for determining fencing and fence standards used or installed on highway ROW across BLM lands. This determination will be made considering highway safety, BLM's recommendations, State law, and design factors. WYDOT will obtain BLM's initial recommendations for new fencing during the scoping process.

Snow fences are considered part of the Federal-aid highway facilities in Wyoming. BLM WY's policy is to authorize snow fence for Federal-aid highways by including them in the LOC, amending an existing LOC, or amending an existing FLMPA grant. Changes to the LOC may require modifications to easement deeds.

With any request for an appropriation that includes a snow fence, WYDOT shall indicate the access point and the general route to access the snow fence for maintenance. The route will be a single defined path, up to 50-foot wide. The route shall be surveyed for natural and cultural resources in compliance with ESA, NHPA, NEPA, and other applicable environmental regulations.

### **3. Mineral Material Sites**

#### **Appropriation for Mineral Material Sites:**

Mineral material site appropriations under 23 U.S.C. and/or free use permits, are based on use and need when the surface and mineral estates are both under BLM's jurisdiction; in compliance with WO IM 2017-101 and the DOI Solicitor's memorandum (July 6, 2017). Refer to Subpart C of this section for split-estate lands.

#### **Utilization of Mineral Material Sites:**

1. Mineral material sites can be appropriated for a number of uses that are not restricted to the selection, removal, and use of mineral materials. Uses include plant sites, stockpile sites, maintenance sites, storage sites for equipment, and other incidental activities normally related to the extraction of material. The use of each site will be specifically identified in WYDOT's transfer request.
2. BLM retains the federal management responsibilities for all mineral materials on public land. The negotiated project schedule must reflect all issues and decisions regarding the disposal or use of mineral resources. Excess mineral materials that are generated during construction activities will be temporarily stockpiled in an area designated by BLM. The site and length of time the material may be stored will be designated in the project specifications.
3. All material removed from public lands is the property of the United States and the sale or disposal for commercial purposes, other than for public projects, must be purchased at fair market value. Fair market value may be determined by use of existing BLM schedules or by separate appraisal.

### **Split Estate Lands**

For the administration of mineral estates on split estate lands designated under, but not limited to, the Stock-Raising Homestead Act (SRHA) lands, Section 8 of the Taylor Grazing Act (TGA) lands, 1890 Enabling Act, and any re-conveyances, disposal of mineral material for commercial use, such as eligible highway use, will be disposed of based on the provisions of each split estate patent and its issuing statute.

1. For example, in Watt v. Western Nuclear, Inc., 462 U.S. 36 (1983), the U.S. Supreme Court held that gravel is a mineral reserved to the United States in lands patented under the Stock-Raising Homestead Act of 1916. Mineral materials are considered part of the surface estate and are conveyed under the appropriation as long as they are for the benefit of the surface estate. Minerals that are not part of the surface estate are reserved to the United States and are not conveyed, unless specifically agreed to by BLM in the LOC and authorized in the appropriation. This distinction allows for personal use by the surface landowner and a commercial use of the federal mineral that is applicable to other split estate situations.
2. In situations involving state-owned or privately-owned minerals and federally managed surface, BLM's LOC will reflect agreement only to surface occupancy and FHWA appropriation shall authorize only surface occupancy.

### **Abandonment/Termination of WYDOT Facilities/Mineral Material Sites**

1. FHWA and WYDOT will periodically review Federal-aid highway projects and mineral material site appropriations to determine continued need. If further use or need is not anticipated for a Federal-aid highway project or mineral material site, FHWA and WYDOT will relinquish these sites. FHWA will notify BLM in writing when the appropriation is ready for termination.
2. If BLM is aware of any Federal-aid highway project or mineral materials sites not being utilized, BLM will notify FHWA to discuss the relinquishment of these sites.
3. Unless unique environmental conditions warrant otherwise, reclamation shall be accomplished in accordance with conditions of the deed. Federal-aid highway projects should be evaluated two years after construction to evaluate reclamation.
4. If WYDOT has not used a material site within a 10-year period, FHWA will notify BLM that termination of the appropriation is appropriate in accordance with Interagency Agreement AA 851-IA2-40.
5. Prior to the abandonment of a highway project or mineral materials site on public lands, a joint inspection of the facility will be made by the appropriate BLM Realty Specialist and WYDOT representative. The BLM Realty Specialist and WYDOT representative will jointly review the rehabilitation plan on file and determine if it applies. If no rehabilitation plan was filed, then the appropriate staff will develop an abandonment and rehabilitation plan, including plans for removal of drainage structures, removal of surfacing, recontouring, reseeding, and other reclamation measures.
6. BLM will assist WYDOT, if requested and within its capability, in finalizing abandonment and reclamation including removal of drainage and other structures, removal of surfacing, recontouring, reseeding, etc.

7. BLM will not approve abandonment of, nor accept jurisdiction over, the lands in the highway ROW or mineral materials site until adequate measures have been taken to eliminate any hazards existing on that portion of the appropriation lands and satisfactory rehabilitation has been completed, if required. FHWA will not issue termination prior to receiving verification that all record-clearing actions are accomplished.
8. Acceptance of reclamation and termination of the appropriation is accomplished through a BLM decision acknowledging acceptable reclamation, terminating the LOC, and reverting jurisdiction and full control over the lands to the Secretary of the Interior.

#### **4. Cultural Resources**

Nothing herein will be construed to limit BLM authority or legal responsibility for the management of cultural resources under its jurisdiction for purposes other than those described in this document.

##### **FHWA/WYDOT agrees to:**

1. Submit draft Class III reports for entire project area to the appropriate BLM Field Office for a 30-calendar day review. Eligibility and effect determinations will be coordinated with the BLM. Disputes on eligibility and effect will be handled using the dispute elevation process described in General Administrative Provisions, section R. WYDOT will submit final versions to BLM for inclusion in BLM's records, copies of all required cultural resource reports and pertinent documentation including SHPO concurrence, proof of curation and evidence of consultation with Native American Tribes.
2. Inform BLM in advance of tribal consultation needs, meetings, etc. and will give BLM the opportunity to participate.
3. Ensure that the requirements of the Archaeological Resources Protection Act (ARPA) are met for all archaeological resources located on BLM administered lands or BLM administered lands appropriated by FHWA under Title 23, United States Code involved in the planning and implementation of Federal-aid highway projects. Archaeological resource information acquired and confidential information obtained during Tribal consultation is held confidential per 43 CFR 7.18.
4. Ensure that all cultural resource inventory, site documentation, and reporting standards will be in accordance with the current Secretary of Interior's Standards and Guidelines and pertinent, current Wyoming SHPO reporting standards at the time the project is initiated.
5. Ensure that archaeological investigations are conducted by firms and/or individuals who hold or can obtain a BLM Cultural Resource Use Permit (CRUP) per BLM Manual 8150 and that all BLM permit stipulations will be followed.
6. Ensure that Indian tribes are consulted with regarding cultural resource work proposed on Federal-aid highway projects which have the potential to harm or destroy sites having religious or cultural importance to the tribes by following the regulations at 36 CFR 800 and 43 CFR 7.7.
7. Notify the appropriate BLM Field Manager in the event of Unanticipated Discoveries related to Archaeologic, Paleontological, and Historic Sites. WYDOT will follow section 9 of this part if the discover falls under NAGPRA.

8. Ensure that oversight and administration is conducted by a specialist meeting the qualifications in 36 CFR Part 61, Professional Qualification Standards (with BLM approval, the qualifications in BLM Manual 8150.12 B.2.b may be used).
9. Ensure that FHWA's responsibilities related to implementation of the Native American Graves Protection and Repatriation Act (and its implementing regulations at 43 CFR Part 10) (NAGPRA) are fulfilled on Federal and Tribal lands on all Federal-aid Highway projects, and ensure the Wyoming State Statute 7-4-106 ("Archaeological Human Burial Sites") will be followed on all private and state lands on all Federal-aid highway projects. All decisions regarding the disposition of human remains and other cultural items from lands administered by BLM or land appropriated through BLM consent shall be made by the BLM in consultation with the appropriate Native American Tribes following NAGPRA and its implementing regulations at 43 CFR Part 10.
10. Respond to BLM monitoring requests for Federal-aid highway projects.

**The BLM agrees to:**

1. Supply FHWA/WYDOT with existing cultural resource data on BLM-administered lands that are part of proposed Federal-aid highway project area, coordinate with WYDOT on determinations regarding the evaluation, effects to and treatment of cultural resources, provide guidance on additional measures needed to identify cultural resources and review drafts of all reports.
2. Work with WYDOT to participate in Tribal consultation, as needed, for project areas on BLM-administered lands.
3. Ensure that BLM's responsibilities related to implementation of the Native American Graves Protection and Repatriation Act (and its implementing regulations at 43 CFR Part 10) (NAGPRA) are fulfilled, on all BLM-administered lands that are part of Federal-aid highway projects. All decisions regarding the disposition of Native American human remains and other cultural items from lands administered by BLM or land appropriated through BLM consent shall be made by the BLM in consultation with the appropriate Native American Tribes, following NAGPRA and its implementing regulations at 43 CFR Part 10.
4. Monitor, as needed, a sample of Federal-aid highway projects on BLM administered lands (or lands appropriated under BLM consent). Monitoring may include field visits during inventory, testing or mitigation; review of inventory, testing, and mitigation reports; review of compliance documentation; and field inspection to verify compliance with proposed mitigation and protection measures. BLM field offices will prepare documentation and submit it to both the BLM State Office and WYDOT within 60 days of the monitoring.
5. Cooperate with WYDOT when Unanticipated Discoveries arise, including site visits, tribal consultation, development of treatment plans, and review of reports.

## **5. Cadastral Survey Monuments**

Evidence of the Public Land Survey System (PLSS) and related Federal property boundaries will be identified and protected prior to commencement of any ground disturbing activity. This will be accomplished by contacting the BLM Cadastral Survey Office to coordinate data research; evidence examination and evaluation; and locating, referencing, or protecting monuments of the PLSS and related land boundary markers from destruction. In the event of obliteration or disturbance of the Federal boundary evidence, the responsible party shall immediately report the incident, in writing, to the Authorizing Official. BLM Cadastral Survey will determine how the marker is to be restored. In rehabilitating or replacing the evidence, the responsible party will be instructed to use the services of a Certified Federal Surveyor, procurement shall be per qualification-based selection, or reimburse BLM for costs. All surveying activities will conform to the Manual of Surveying Instructions and appropriate State laws and regulations. Local surveys will be reviewed by Cadastral Survey before being finalized or filed in the appropriate State or county office. The responsible party shall pay for all survey, investigation, penalties, and administrative costs.

## **6. Oil and Hazardous Material Spills**

WYDOT and BLM will cooperate in keeping each other informed of oil and hazardous material spills of mutual concern. WYDOT District Maintenance Engineer, BLM Field Manager and the Wyoming Department of Environmental Quality shall coordinate on responses to spills. Specific contingency plans shall be discussed annually at District Coordination meetings or as needed to facilitate full cooperation. WYDOT will respond to emergency response/cleanup for oil, fuel, or hazardous material spills in accordance with operating policy and will immediately notify BLM of any such incidents.

## **7. Wildfire**

BLM has the responsibility for providing direct wildland fire management for those public parcels within the highway ROW (or as specified and provided by contract, cooperative agreement, etc.) and will be notified of fires burning on or threatening lands for which the Agency has protection responsibility.

## **8. Maintenance Operations**

Maintenance activities include but are not limited to grading, resurfacing, cleaning and lining culverts, clearing roadside of brush, pruning vegetation, surveying, snow fence repairs, ROW fence in-kind replacement/repair, and striping. In order to achieve these goals, the following procedures should be followed:

1. WYDOT will notify the appropriate BLM field office of any BLM facilities that may be potentially impacted by WYDOT maintenance activities. BLM facilities include such items as fences, cattle guards, previously undisturbed lands and BLM signage.
2. BLM will assist WYDOT maintenance forces with maintenance related activities such as equipment parking, materials storage, emergency communication systems, material sources, material disposal and road drainage alterations.
3. When maintenance activities are to occur outside the highway ROW, WYDOT will notify the appropriate BLM field office. BLM field office will determine if the activity would qualify for casual use or need an amendment to the deed.

## **9. Signs and Control of Outdoor Advertising**

WYDOT will furnish, erect, and maintain BLM requested signs on the highway right-of-way and will be reimbursed by the BLM based on the actual cost of materials, fabrication, erection, maintenance, plus an appropriated administrative cost for the service provided. All signs shall conform to MUTCD standards, and WYDOT will be responsible for the location and support structures of signs placed in the ROW. BLM sign requests will include:

1. A complete description of the sign being requested.
2. A sketch of the proposed sign location in relation to the highway ROW.
3. The State Highway System road number.
4. The mile post (reference marker) location (if known).
5. If the mile post (reference marker) location is not known, a map of sufficient detail to clearly identify the proposed sign location.

The agencies will cooperate in controlling outdoor advertising signs on public lands. Rules and regulations promulgated by the Secretary of Transportation and WYDOT in carrying out Title 23 USC 131, 23 CFR 750 (Highway Beautification Act of 1965, as amended) will be followed.

Where differences occur between State and Federal Statutes, the more stringent requirements shall apply. Cooperation with respect to control of outdoor advertising will be conducted in accordance with the most current sign standards for highways. BLM shall refer any Outdoor Advertising requests to WYDOT's Traffic Office.

## Appendix B: 1982 National Agreement

AA 851-IA2-40  
INTERAGENCY AGREEMENT

Bureau of Land Management  
and  
Federal Highway Administration

I. Purpose. This Interagency Agreement provides procedures by which the Secretary of Transportation acting through the Federal Highway Administration (FHWA) may appropriate public lands for highway rights-of-way and sources of materials for the Federal-aid Highway System and those classes of highways provided for in Chapter 2, 23 U.S.C. The lands appropriated are for use by the States for highways and/or highway material purposes. The appropriation is subject to conditions the Secretary of the Interior acting through the Bureau of Land Management (BLM) may deem necessary for adequate protection and utilization of the public land and protection of the public interest.

II. Authority.

- A. The Federal Land Policy and Management Act of 1976, 90 Stat. 2766, 43 U.S.C. 1737.
- B. The Act of August 27, 1958, as amended, 23 U.S.C., Sections 107(d) and 317.

III. Procedures. BLM and FHWA recognize the need for streamlined procedures by which the FHWA may appropriate BLM-administered public lands for highway and highway materials for the Federal-aid System and those classes of highways provided for in Chapter 2, 23 U.S.C. To accelerate the appropriation process, FHWA and BLM agree to the following procedures:

- A. FHWA will notify BLM, as far in advance as possible, of any highway project being contemplated and arrange a meeting with the BLM authorized officer and the participating State agency to discuss the proposed project to ascertain whether or not the appropriation of the lands for highway or highway materials is consistent with BLM resource management programs and develop a plan of action to complete the appropriation within a reasonable time.
- B. It will be the responsibility of FHWA to comply with the National Environmental Policy Act and other legal requirements in arriving at its determination that the lands are necessary for the project.

Encl. 1-1

- C. FHWA shall submit to the authorized officer of BLM a written request for appropriation, accompanied by a map showing the location of lands it desires to appropriate, a statement of its determination that the lands are necessary for the project, a copy of the environmental assessment, and/or a copy of the environmental impact statement.
- D. The authorized officer of the BLM, after receipt of the request and attachments, shall review the material and, within a period of four months, notify FHWA, in writing, either (a) that the appropriation would be contrary to the public interest or inconsistent with the purposes for which the public lands or materials are being managed or (b) that BLM is in agreement with the appropriation subject to conditions of adequate protection and utilization of the public lands. If within a period of four months, the Bureau of Land Management has not responded, in writing, to the request for appropriation, such lands may be considered appropriated by FHWA and transferred to the State for right-of-way purposes as requested.
- E. Disagreement to the appropriation will be in the form of a letter, from BLM to FHWA, clearly stating the reasons why such an appropriation would be contrary to the public interest or inconsistent with the purposes for which the public lands or materials are being managed.
- F. Agreement to the appropriation will be in the form of a "Letter of Consent" which clearly states the conditions under which the agreement is given. These conditions involve the following:
1. Resolution of existing valid claims and use authorizations.
  2. Granting authority to FHWA within the appropriation is limited to rights-of-way for the Federal-aid Highway System and those classes of highways provided for in Chapter 2, 23 U.S.C.
  3. BLM retains the authority to grant additional right-of-way uses within and across the appropriated highway or material site right-of-way. Such additional uses include, but are not limited to, transportation and utility systems for water, power, communications, oil and gas, or any other facilities which are in the public interest, are not directly associated with highway use, operation and related highway purposes, and are not inconsistent with Title 23 of the U.S. Code. The FHWA shall be consulted prior to the issuance of such authorizations.

Encl. 1-2



4. The appropriation will automatically terminate if construction is not started within ten (10) years or sooner if agreed upon.
  5. Conditions providing for development and use of the adjacent public lands, such as, reasonable access and signing.
  6. Conditions protecting the adjacent public lands from right-of-way construction and maintenance activities which may cause off right-of-way adverse effects, such as, wildfire, chemical control of vegetation and animals, runoff drainage and revegetation with non-native species.
- G. FHWA, when transferring the highway right-of-way or highway material appropriation to the State will make it subject to BLM's conditions as contained in the "Letter of Consent". FHWA will administer these conditions. BLM will work with or through FHWA when they observe non-compliance to the appropriation "Letter of Consent" conditions.
- H. When the need for the appropriation no longer exists and the State has reasonably rehabilitated the area to protect the public and environment, FHWA will notify BLM in writing. Upon receipt of this notice and acceptance of the rehabilitation, the lands appropriated shall revert to the BLM.
- I. A copy of the right-of-way use document from FHWA to the respective State shall be furnished to the BLM authorized officer.
- J. Amendments to or modifications of this Interagency Agreement may be initiated by either party, but shall not become effective or binding until agreed upon by both parties.

IV. Tenure. This document shall become effective upon the revocation of 43 CFR 2820-Roads and Highways and shall remain in effect unless terminated by mutual agreement or one agency after giving the other agency thirty (30) days prior written notice.

(S) ROBERT F. BURFORD  
Director, Bureau of Land Management

(S) R.A. BARNHART  
Administrator, Federal  
Highway Administration

7-1-82  
Date

7-27-82  
Date

Encl. 1-3

## **Appendix C: Materials Permit Application**

Application must include the following as a minimum:

- General legal description of entire site to be sampled
- How many samples
- Type of equipment
- Dimension of sample test pit
- Method of access to each test pit
- Description of total amount of disturbance (acreage)
- Any measure to prevent unnecessary disturbance
- Intended method for reclamation
- Timeline for process – start to finish
- Notification to BLM when work is complete
- Map showing location of each test pit
- See following sample letter

Sample Letter December 5, 2007

MATERIALS PERMIT APPLICATION

FIELD MANAGER  
BUREAU OF LAND MANAGEMENT  
BLM FIELD OFFICE  
ADDRESS  
ADDRESS

Dear Mr. Field Manager:

The Wyoming Department of Transportation (WYDOT) requests a Mineral Materials Exploration Permit for exploring and sampling mineral materials for use in future highway construction and maintenance.

The area to be tested is approximately 40 acres, situated in (Legal Land Description placed here). The WYDOT request is to take 16 samples. The test holes will be excavated using a track-mounted excavator. The excavated material will be temporarily stockpiled next to the trench during sampling.

After the sample is taken, the trench will be immediately backfilled with the excavated material and the site will be re-contoured with either the excavator or a small bulldozer. Samples will be taken throughout the 40-acre parcel in a grid pattern (see-enclosed map). The trenches will be spaced approximately 400 feet apart. Access to the site will be from SR-(xxx) along an existing dirt road. Access to the sample sites will be by cross-country travel. Each sample site is expected to disturb about 0.04 of an acre. Cross-country travel is expected to cause an additional acre of disturbance, for a total disturbance of 1.64 acres.

A joint site visit with the BLM was completed on (date) to determine any conflicts with the (name of RMP). No conflicts were identified. A cultural survey was completed for the site in March 2005. The site does not contain cultural resources (include WYDOT cultural survey number). The site will be kept clean of trash and debris to avoid attracting predators.

It is expected work will begin in (date), pending BLM approval. Work is expected to take two weeks. The BLM will be notified within 10 working days of when sampling and reclamation is complete.

Enclosures: Location map

## Appendix D: Highway Easement Deed Template

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the **UNITED STATES OF AMERICA**, acting by and through the Department of Transportation, Federal Highway Administration (FHWA), hereinafter referred to as the Grantor, and the **STATE OF WYOMING**, acting by and through the Transportation Commission of Wyoming, hereinafter referred to as the Grantee:

W I T N E S S E T H:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958 codified at [Section 107(d) OR Section 317 (pick one)], for the right-of-way of a highway over certain federal land under the jurisdiction of the Department of Interior, Bureau of Land Management in the State of Wyoming

and,

WHEREAS, the Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that such easement over the land covered by the application is reasonably necessary for construction of **Highway Project**

and,

WHEREAS, the Bureau of Land Management, acting by and through the FHWA, in its consent to the appropriation of the federal land, has agreed to the transfer of an easement (**Serial No. WYW-\_\_\_\_\_**) over the land to the Grantee;

NOW THEREFORE, the Grantor, 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 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 \_\_\_\_\_, State of Wyoming, 6th Principal Meridian:

TOWNSHIP                      RANGE                      SECTION                      SUBDIVISION(S)

as shown on the attached Exhibit “\_\_\_\_\_”.

Subject, however, to the following terms and conditions:

- (1) The easement is granted subject to any and all valid existing claims on the easement area in effect as of the date of this conveyance. The Grantee agrees to resolve any dispute on such claims and obtain any permission an account of such claims as may be necessary for the uses and purposes of the easement to proceed.
- (2) The easement herein granted shall terminate 10 years from the date of the 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 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 of a highway in accordance with the approved plans described in condition 4 and does not include the grant of any rights for non-highway purposes or facilities. 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 of the United States Code, or the FHWA’s 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 FHWA shall be consulted prior to the exercise of such rights. However, nothing herein shall preclude the Bureau of Land Management from locating Department of

Interior information signs on the portions of the right-of-way outside of construction clearing limits. All signing within the right-of-way, except temporary emergency fire suppression signing, must be approved by the Grantee and compliant with the Manual on Uniform Traffic Control Devices (MUTCD), where applicable;

- (4) The design and construction of highway projects situated on this right-of-way will be in accordance with the provisions of Title 23 of the United States Code (Highways), the regulations contained in Title 23 of the Code of Federal Regulations, and the construction specifications and approved plans of the Grantee as approved by the FHWA for use on Federal-Aid projects.
- (5) Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the easement outside of area of disturbance associated with project construction and
  - (b) Provide for the prevention and control of soil erosion within the easement 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, according to the construction specifications in condition (5) above, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, water bars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides, which occur during or after construction.
- (6) The Grantee shall not establish borrow, sand or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval of the Bureau of Land Management;
- (7) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety;
- (8) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the FHWA after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated;
- (9) 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 Grantor and the rights herein granted shall terminate and land shall immediately revert to the full control of the Grantor or its assigns.
- (10) The Grantee, in consideration of the conveyance of this easement, 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 the easement hereby conveyed;
  - (b) The Grantee shall use the easement in compliance with all requirements imposed by or pursuant to Title 49, Transportation, subtitled A, Part 21, Code of Federal Regulations (49 CFR §21.1 to §21.23), pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §2000d to §2000d-4).

In the event of breach of any of the above-mentioned nondiscrimination conditions, the Grantor, or its assigns, shall have the right to re-enter the easement and any facilities thereon, thereby terminating the easement and vesting exclusive ownership and control of the land and facilities thereon in the Grantor.

- (11) [IF APPLICABLE: The Grantee will abide the special stipulations contained in Exhibit B which are also incorporated as terms and conditions of the easement.]

\*\*\*

I, \_\_\_\_\_, the undersigned, being admitted to practice and member in good standing of the Bar in State the of \_\_\_\_\_ representing the Grantee and duly authorized by the state Attorney General, oversaw the preparation of this deed and certify that it is legally sufficient as required by 23 C.F.R. § 710.601(f).

\_\_\_\_\_  
Date Assistant Attorney General

**FOR GRANTOR:**

In witness whereof, I, \_\_\_\_\_, Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of the authority in me vested by law, have hereunto subscribed my name as of the day and year first above written, and do convey the aforesaid interest to the Grantee.

\_\_\_\_\_  
Date Division Administrator, Federal Highway Administration

STATE OF WYOMING )  
  )§  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the State of Wyoming, do hereby certify that before me personally appeared, \_\_\_\_\_, Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument was voluntarily executed by [him/her] in [his/her] official capacity and authority vested by law.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 202 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\*\*\*

**FOR GRANTEE:**

In agreement with the conditions set forth in the foregoing deed, the Wyoming Department of Transportation certifies and accepts the easement on behalf of the Grantee over certain land herein described and agrees for itself, its successors, and assigns to forever to abide by the conditions set forth in said deed.

\_\_\_\_\_  
Date [Title]

STATE OF )  
 )§  
COUNTY OF )

I \_\_\_\_\_, a Notary Public in and for the State of Wyoming, do hereby certify that before me personally appeared, \_\_\_\_\_, and acknowledged that the foregoing instrument was voluntarily executed by [him/her] in [his/her] official capacity and authority vested by law.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

### **Appendix E: Temporary Construction Easement Deed Template**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the **UNITED STATES OF AMERICA**, acting by and through the Department of Transportation, Federal Highway Administration (FHWA), hereinafter referred to as the Grantor, and the **STATE OF WYOMING**, acting by and through the Transportation Commission of Wyoming, hereinafter referred to as the Grantee:

#### W I T N E S S E T H:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958 codified at 23 U.S.C. § 317, for temporary construction easement over certain federal land under the jurisdiction of the Department of Interior, Bureau of Land Management in the State of Wyoming

and,

WHEREAS, the Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that such easement over the land covered by the application is reasonably necessary for construction of **Highway Project** \_\_\_\_\_

and,

WHEREAS, the Bureau of Land Management, acting by and through the FHWA, in its consent to the appropriation of the federal land, has agreed to the transfer of an easement (**Serial No. WYW-**\_\_\_\_\_) over the land to the Grantee;

NOW THEREFORE, the Grantor, as authorized by law does hereby grant to the Grantee temporary construction easement for a ten-year term, unless sooner released, for the construction of the highway project 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 \_\_\_\_\_, State of Wyoming, 6th Principal Meridian:

TOWNSHIP                      RANGE                      SECTION                      SUBDIVISION(S)

as shown on the attached Exhibit “\_\_\_\_\_”.

Subject, however, to the following terms and conditions:

- (1) The easement is granted subject to any and all valid existing claims on the easement area in effect as of the date of this conveyance. The Grantee agrees to resolve any dispute on such claims and obtain any permission an account of such claims as may be necessary for the uses and purposes of the easement to proceed.
- (2) The easement herein granted shall terminate 10 years from the date of the 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 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 of the highway project in accordance with the approved plans described in condition 4 and does not include the grant of any rights for non-highway purposes or facilities. 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 of the United States Code, or the FHWA's 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 FHWA shall be consulted prior to the exercise of such rights. However, nothing herein shall preclude the Bureau of Land Management from locating Department of Interior information signs on the portions of the right-of-way outside of construction clearing limits. All signing within the right-of-way, except temporary emergency fire suppression signing, must be approved by the Grantee and compliant with the Manual on Uniform Traffic Control Devices (MUTCD), where applicable.
- (4) The design and construction of highway projects situated on this right-of-way will be in accordance with the provisions of Title 23 of the United States Code (Highways), the regulations contained in Title 23 of the Code of Federal Regulations, the construction specifications and approved plans of the Grantee as approved by the FHWA for use on Federal-Aid projects.
- (5) Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the easement outside of established area of disturbance associated with project construction, and
  - (b) Provide for the prevention and control of soil erosion within the easement 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, according to the construction specifications in condition (5) above, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, water bars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides, which occur during or after construction.
- (6) The Grantee shall not establish borrow, sand or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval of the Bureau of Land Management;
- (7) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety;
- (8) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the FHWA after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated;
- (9) 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 Grantor and the rights herein granted shall terminate and land shall immediately revert to the full control of the Grantor or its assigns.
- (10) The Grantee, in consideration of the conveyance of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:



- (c) 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 the easement hereby conveyed;
- (d) The Grantee shall use the easement in compliance with all requirements imposed by or pursuant to Title 49, Transportation, subtitled A, Part 21, Code of Federal Regulations (49 CFR §21.1 to §21.23), pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §2000d to §2000d-4).

In the event of breach of any of the above-mentioned nondiscrimination conditions, the Grantor, or its assigns, shall have the right to re-enter the easement and any facilities thereon, thereby terminating the easement and vesting exclusive ownership and control of the land and facilities thereon in the Grantor.

- (11) [IF APPLICABLE: The Grantee will abide the special stipulations contained in Exhibit B which are also incorporated as terms and conditions of the easement.]

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WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM AND CERTIFICATION AS TO LEGAL SUFFICIENCY OF DEED FOR ITS STATED PURPOSES:

Date \_\_\_\_\_  
 \_\_\_\_\_  
 for the Wyoming Attorney General

UNITED STATES OF AMERICA  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

IN WITNESS WHEREOF, I, \_\_\_\_\_, 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.

\_\_\_\_\_  
 Date \_\_\_\_\_ Division Administrator, Federal Highway Administration

STATE OF WYOMING )  
 )§  
 COUNTY OF LARAMIE )

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me personally appeared, \_\_\_\_\_, 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 Division Administrator, Federal Highway Administration.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires:\_\_\_\_\_

In compliance with the conditions set forth in the foregoing deed, the **Transportation Commission of Wyoming**, certifies, and by the acceptance of this deed, accepts the right-of-way, on behalf of the **Wyoming Department of Transportation**, over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed. Dated this, the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_ Date

\_\_\_\_\_ Secretary for the Wyoming Department of Transportation

STATE OF WYOMING )  
                                  )§  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**TERMINATION AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENT TEMPLATE**

The foregoing Temporary Construction Easement Deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, granting temporary construction easement right(s)-of-way, as shown on Exhibit "A", to the STATE OF WYOMING, Grantee, is hereby released and relinquished to the UNITED STATES OF AMERICA.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

ATTEST

THE TRANSPORTATION COMMISSION OF WYOMING

Date \_\_\_\_\_

\_\_\_\_\_  
Secretary for the Wyoming Department of Transportation

STATE OF WYOMING )  
                                  )§  
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

CONCURRENCE

The Department of Transportation, Federal Highway Administration concurs in the termination and release of this Temporary Construction Easement.

Date \_\_\_\_\_

\_\_\_\_\_  
Division Administrator, Federal Highway Administration

STATE OF WYOMING )  
                                  )§  
COUNTY OF LARAMIE )

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, before me personally appeared \_\_\_\_\_, Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of \_\_\_\_\_, 202\_\_\_\_\_, 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 Division Administrator, Federal Highway Administration.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

## Appendix F: Temporary Highway Easement Deed (Material Site) Template

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the **UNITED STATES OF AMERICA**, acting by and through the Department of Transportation, Federal Highway Administration (FHWA), hereinafter referred to as the Grantor, and the **STATE OF WYOMING**, acting by and through the Transportation Commission of Wyoming, 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 codified at 23 U.S.C. § 317, for temporary material site easement over certain federal land under the jurisdiction of the Department of Interior, Bureau of Land Management in the State of Wyoming

and,

WHEREAS, the Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that such easement over the land covered by the application is reasonably necessary for construction of Highway **Project No.** \_\_\_\_\_

and,

WHEREAS, the Bureau of Land Management, acting by and through the FHWA, in its consent to the appropriation of the federal land, has agreed to the transfer of an easement (**Serial No. WYW-** \_\_\_\_\_) over the land to the Grantee;

NOW THEREFORE, the Grantor, as authorized by law does hereby grant to the Grantee temporary construction easement for a ten-year term, which may be extended or sooner released, for the establishment of a gravel pit and staging area on, over, across, in, and upon the following described federal land within the United States in the County of \_\_\_\_\_, State of Wyoming, 6th Principal Meridian:

TOWNSHIP      RANGE      SECTION      SUBDIVISION(S)

as shown on the attached Exhibits "A", "B", "C" & "D".

Subject, however, to the following terms and conditions:

- (1) The easement is granted subject to any and all valid existing claims on the easement area in effect as of the date of this conveyance. The Grantee agrees to resolve any dispute on such claims and obtain any permission an account of such claims as may be necessary for the uses and purposes of the easement to proceed.
- (2) The easement herein granted shall automatically terminate 10 years from the date of the execution of this deed by the United States of America in the event construction of gravel pit on the easement is not started during such period.
- (3) When need for the easement herein granted shall no longer exist (i.e. the amount of aggregate needed to support the Federal-aid eligible highway project has been extracted) and the area has been reasonably rehabilitated to protect the public and environment as described in Exhibit D, the Grantee shall give notice of that fact to the Grantor and execute and deliver the "Termination and Release" provided below, whereupon the rights herein granted shall terminate and land shall immediately revert to the full control of the Grantor or its assigns.
- (4) The easement herein granted is limited to use of the described area and the space above and below for the purpose of a gravel pit and related facilities in accordance with the approved plans attached as Exhibit E and does not include the grant of any rights for non-highway purposes or facilities. The right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for other purposes shall not

be exercised when such use would be inconsistent with the operation of the gravel pit, the provisions of Title 23 of the United States Code, or the FHWA's regulations issued pursuant thereto, and in any case the Grantee and FHWA shall be consulted prior to the exercise of such rights.

- (5) Consistent with safety standards, the Grantee shall:
- (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the easement outside of established construction limits, and
  - (b) Provide for the prevention and control of soil erosion within the easement and adjacent lands that might be affected by the construction, operation, or maintenance of the gravel pit, 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 maintain all terracing, water bars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides, which occur during or after construction.
- (6) The Grantee shall maintain the gravel pit and related facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety.
- (7) The Grantee shall clear vegetation on the easement by means of chemicals only after specific written approval has been given by the FHWA after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated.
- (8) The Grantee, in consideration of the conveyance of the easement, 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 the easement hereby conveyed;
  - (b) The Grantee shall use the easement in compliance with all requirements imposed by or pursuant to Title 49, Transportation, subtitled A, Part 21, Code of Federal Regulations (49 CFR §21.1 to §21.23), pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §2000d to §2000d-4).
- In the event of breach of any of the above-mentioned nondiscrimination conditions, the Grantor, or its assigns, shall have the right to re-enter the easement and any facilities thereon, thereby terminating the easement and vesting exclusive ownership and control of the land and facilities thereon in the Grantor.
- (9) [IF APPLICABLE: The Grantee will abide the special stipulations contained in Exhibit D which are also incorporated as terms and conditions of the easement.]

\*\*\*

WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

Date \_\_\_\_\_

\_\_\_\_\_ for the Wyoming Attorney General

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

IN WITNESS WHEREOF, I, \_\_\_\_\_, 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.

Date \_\_\_\_\_  
\_\_\_\_\_  
Division Administrator, Federal Highway Administration

STATE OF WYOMING )  
  )§  
COUNTY OF LARAMIE )

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally appeared, \_\_\_\_\_, Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of \_\_\_\_\_, 202\_\_, 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 Division Administrator, Federal Highway Administration.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

In compliance with the conditions set forth in the foregoing deed, the **Transportation Commission of Wyoming**, certifies, and by the acceptance of this deed, accepts the e, on behalf of the **Wyoming Department of Transportation**, over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

ATTEST

THE TRANSPORTATION COMMISSION OF WYOMING

\_\_\_\_\_  
Date Secretary for the Wyoming Department of Transportation

STATE OF WYOMING )  
  )§  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

**TERMINATION AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENT**

The foregoing Temporary Construction Easement Deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, granting temporary construction easement right(s)-of-way, as shown on Exhibits "A" & "B", to the TRANSPORTATION COMMISSION OF WYOMING, Grantee, is hereby released and relinquished through DOT/FHWA to the Department of Interior - Bureau of Land Management.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST

THE TRANSPORTATION COMMISSION OF WYOMING

Date \_\_\_\_\_

\_\_\_\_\_  
Secretary for the Wyoming Department of Transportation

STATE OF WYOMING )  
  )§  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_

CONCURRENCE

The Department of Transportation, Federal Highway Administration concurs in the termination and release of this Temporary Construction Easement.

\_\_\_\_\_

\_\_\_\_\_ Division Administrator, Federal Highway Administration

STATE OF WYOMING )  
  )§  
COUNTY OF LARAMIE )

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally appeared, \_\_\_\_\_ Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of \_\_\_\_\_, 202\_\_, 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 Division Administrator, Federal Highway Administration.

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Witness my hand and official seal.

\_\_\_\_\_ NOTARY PUBLIC

\_\_\_\_\_ My Commission Expires



## Appendix G: Letter of Consent Template

WYW-#####  
Project Number  
Project Location  
LOC Type (Snow Fence, Road, etc.)  
County

### Letter of Consent

Contact at WYDOT  
Right-of-Way Program  
Wyoming Department of Transportation  
5300 Bishop Boulevard  
Cheyenne, Wyoming 82009-3340

Dear xxxxxxxxxx:

This Letter of Consent WYW-#####, pursuant to Section 317 of Title 23 U.S.C., approved August 27, 1958 (72 Stat. 885), authorizes issuance of an amended right-of-way easement deed to the Transportation Commission of Wyoming, Wyoming Department of Transportation (WYDOT) for construction of (Project and Location). The following public lands are involved in this appropriation:

XYZ Principal Meridian, Wyoming  
(Location)

All conditions of appropriation and terms and conditions of the original authorization, as well as subsequent amendments continue in effect as a part of this Letter of Consent. Any exception to the terms and conditions **must** be granted in writing by the authorized officer.

The permanent right-of-way for Project (number) is shown on the survey maps (Exhibit A) received with the (date) letter.

Approval of this appropriation is in accordance with Interagency Agreement AA XYZ between the Department of the Interior and Federal Highway Administration and Memorandum of Understanding BLM-MOU-WY-XYZ-20-XY dated XYZ \_\_\_,202X between the Wyoming Department of Transportation, The Wyoming Bureau of Land Management and the Federal Highway Administration providing procedures for approving Federal-Aid to Highways appropriations.

If there are questions, please direct them to (name), Realty Specialist, at the above address or telephone (307) Number.

Sincerely,

Field Manager