

MEMORANDUM OF UNDERSTANDING

Regarding
RAVEN'S ROOST TRAIL
Between the
UNITED STATES OF AMERICA
Through the U.S. Department of Agriculture, Forest Service,
ALASKA REGION
and the
PETERSBURG BOROUGH, ALASKA

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the United States of America ("United States"), acting through the U.S.D.A. Forest Service, Alaska Region ("Forest Service"), and the Petersburg Borough ("Borough"). The Forest Service and the Borough are together hereafter referred to as "the Parties".

A. PURPOSE

The purpose of this MOU is to document the mutually agreed upon terms for rebuilding and rerouting portions of the 25-foot wide Raven's Roost Trail through Borough land (Lot 1A of ASLS 88-16). A trail easement was reserved for the Raven's Roost Trail by the US Bureau of Land Management at the time of conveyance of G.L.O. Lot 1 within Section 2 (T 59 S, R 79 E, CRM) to the State of Alaska, as noted in the conveyance document (US Patent #50-92-0204, recorded in the Petersburg Recording District on April 16, 1992, book 0038, pages 641-643). The State of Alaska subsequently subdivided a portion of G.L.O. Lot 1, creating Lot 1A (ASLS No. 88-16), and conveyed Lot 1A to the then-City of Petersburg, predecessor to the Petersburg Borough, by Patent #13526, subject to valid existing easements and reservations (recorded in the Petersburg Recording District on May 3, 1994, book 0044, pages 586-587).

The Raven's Roost Trail ("the Trail") is a heavily used recreational trail located within the Petersburg Borough. The Forest Service has determined that sections of the Trail need to be rebuilt and rerouted to provide additional safety for trail users. The Forest Service plans to conduct work to improve the Trail in a three-year phased approach to occur 2019 – 2021. A record of survey for the Trail was recorded in the Petersburg Recording District on October 24, 2005, as Document Number 2005-000894-0. After the Forest Service's planned improvements in 2019 – 2021, the 2005 survey will no longer accurately depict the Trail location. As such the October 2005 record of survey must be superseded by a new record of survey to be completed by the Forest Service once the rerouting of the Trail is finished. The activity under this MOU is authorized by the Act of August 3, 1956 (P.L. 84-979, Ch. 950, 70 Stat. 1032; 7 U.S.C. 2268a, 2228, 2233; 16 U.S.C. 579b).

B. MUTUAL INTERESTS

The Forest Service and the Borough recognize that the Raven's Roost Trail is a highly used recreational trail in the Petersburg area, which traverses a parcel of state-owned land and a portion of borough-owned land before entering Forest Service managed land and terminating at a Forest Service managed cabin site. It is a benefit to the public and to the Petersburg Borough to have the trail maintained. Being able to maintain and reroute the Trail as required by natural changes to the terrain is beneficial to public safety and the Forest Service.

C. THE FOREST SERVICE SHALL

1. Contain its work and improvements to the Raven's Roost Trail to the smallest possible area within Lot 1A of ASLS 88-16, as reflected on and consistent with the Proposed Re-route of the Raven Trail Record of Survey, attached hereto, and not exceed a footprint at any point along the trail wider than twenty-five feet.
2. Upon completion of trail construction, perform an as-built survey of the Raven's Roost Trail in its entirety and record the survey plat in the Petersburg Recording District. The work shall be completed in compliance with any requirements of State of Alaska's survey instructions issued for the project.
3. Upon completion of trail construction, revegetate those portions of the trail described in the attachment that will no longer be used as part of the Raven's Roost Trail in Lot 1A of ASLS 88-16.

D. THE PETERSBURG BOROUGH SHALL

1. Not require additional authorization for the Trail construction activities defined in this MOU, so long as all construction activities remain within the Trail's 25-foot-wide right-of-way as reflected in the attachment.
2. Record this MOU.

E. THE PARTIES MUTUALLY AGREE AND UNDERSTAND

1. The recorded US Patent #50-92-0204 reserved to the Forest Service one 25-foot wide Raven's Roost Trail through Section 2, T 59 S, R 79 E, CRM; and the State of Alaska Patent #13526 conveyed Lot 1A of ASLS 88-16 (located within the boundaries of Section 2) to the Petersburg Borough (then City of Petersburg) subject to valid existing easements and reservations.
2. That for all purposes the Trail location described in the final re-route as-built survey to be recorded shall amend and replace the location as described in the October 2005 record of survey of the Raven's Roost Trail. The Raven's Roost Trail shall be wholly comprised of the route depicted in the re-route as-built survey.
3. That for all purposes the re-route as-built survey for the Trail will supersede the October 2005 record of survey of the Raven's Roost Trail.
4. That the Forest Service and the Borough and their respective employees and offices shall manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU shall be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors shall be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the

parties of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

6. This MOU does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, the Borough, or any of their agencies or officers, or any person.
7. This MOU does not obligate any party to take an action contrary to that agency's statutes, laws and regulations. Should any term or condition within this MOU be found to be defective, all other terms and conditions of the MOU shall remain valid and in full effect.
8. This MOU in no way restricts the Forest Service or the Borough from participating in similar activities with other public or private agencies, organizations, and individuals.
9. Any of the Borough's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Borough's products or activities; any Forest Service contributions made under this MOU do not by direct reference or implication convey the Borough's endorsement of the Forest Service products or activities.
10. Either of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Requests for modification should be made at least 30 days prior to implementation of the requested change.

F. PRINCIPAL CONTACTS FOR MATTERS RELATED TO THIS MOU

Petersburg Borough:

Steve Giesbrecht, Borough Manager
PO Box 329
Petersburg, AK 99833
(907) 772-5402
sgiesbrecht@petersburgak.gov

Forest Service, Petersburg Ranger District:

Victoria Houser, Recreation Staff Officer
PO Box 51
Wrangell, AK 99929
(907) 874-7560
vhouser@fs.fed.us

G. NOTICES

Any communication affecting the operation covered by this agreement given by the Forest Service or the Petersburg Borough is sufficient only if in writing and delivered in person, mailed, or emailed to the principal contacts specified in this MOU.

H. COMMENCEMENT/EXPIRATION DATE

1. This MOU is executed as of the date of the last signature below.
2. This MOU is effective through the date of recordation of the final re-route as-built survey in the Petersburg Recording District, or December 31, 2022, whichever comes first.

I. AUTHORIZED SIGNATURES

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

THEREFORE, the parties hereto have executed this MOU, which becomes effective on the date of the final signature.

PETERSBURG BOROUGH

USDA FOREST SERVICE, ALASKA REGION

Stephen Giesbrecht, Borough Manager

James King, Director
Recreation, Lands and Minerals

Date

Date

After recording in the Petersburg Recording District, please return to:

*Petersburg Borough Clerk
PO Box 329
Petersburg, AK 99833*