

THIS EASEMENT is granted this _____ day of _____, 20____ by the STATE OF ALASKA, acting by and through the **Department of Natural Resources, Division of Mining, Land and Water**, Northern Regional Land Office hereinafter referred to as the Grantor, whose address is 3700 Airport Way, Fairbanks, Alaska 99709. Department of Natural Resources, Division of Parks and Outdoor Recreation, whose address is 550 West 7th Ave, Ste 1380, Anchorage, Alaska 99501 is hereinafter referred to as the Grantee.

WHEREAS, it is understood and agreed that, as a condition to the granting of said easement, Tracts A and B of this easement shall be used for no purpose other than historic preservation, research, and monitoring purposes of the Davidson Ditch, and Tract C shall be used by the grantee exclusively for access purposes between Tracts A and B over and across portions of the following described lands:

Within Section 35, Township 2 North, Range 1 West, Fairbanks Meridian, in the Fairbanks Recording District, with a width of 100 feet and containing approximately 3.17 acres, more or less.

IN accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, the grantor hereby reserves a Private Non-Exclusive Easement over and across the above described state land within the Fairbanks Recording District as shown on the Reduced Copy Record of Survey identified as Attachment A revealing the easement location granted herein.

This easement shall terminate at the end of the stated term, in perpetuity, or when the Grantor determines that the easement is abandoned, is no longer necessary, is no longer in use for the

purpose(s) authorized, or is revoked as a result of violations of the terms, conditions and stipulations of this easement.

The Grantee and assigns who may exercise the rights and privileges granted by this document shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water, all other federal, state or local laws, regulations or ordinances applicable to the area herein granted. In addition, the Grantee shall maintain the premise in a neat and orderly manner and shall adopt and apply such safety measures as shall be necessary, proper and prudent with respect to the use to which the land is subjected.

In the event that the easement granted shall in any manner conflict with or overlap a previously granted easement the Grantor recognizes that the easement granted herein shall be used in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way.

The State of Alaska shall be forever wholly absolved from any liability for damages which might result from any claims, suits, loss, liability and expense for injury to or death of persons and damage to or loss of property arising out of or in connection with this easement.

NOW THEREFORE, in accordance with the provisions of AS 38.05.850 and the rules and regulations promulgated thereunder and in accordance with the conditions and stipulations of this easement including all documents that are incorporated by reference, the Grantee is authorized to operate and maintain said easement.

IN WITNESS WHEREOF, the Grantor has signed this easement on the day and year first above written.

[Signature Page Follows]

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
GRANTOR

Jeanne Proulx, Northern Regional Land Office Manager
Division of Mining, Land and Water

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20____, before me personally appeared known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

Notary Public in and for the State of Alaska

My Commission expires: _____

GRANTEE

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20_, before me personally appeared _____, known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

Notary Public in and for the State of Alaska

My Commission expires: _____

FEE: THIS IS OFFICIAL STATE BUSINESS, NO CHARGE

RETURN TO: Lands Section, DMLW, DNR
 3700 Airport Way
 Fairbanks, AK 99709

Attachment A – Stipulations

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
3. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
4. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
5. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
6. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
7. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
8. **Assignment.** This authorization may be transferred or assigned with prior written approval from the Authorized Officer.
9. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
10. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this

authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

11. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
12. **Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office: Anchorage (907) 269-8503, fax (907) 269-8913; Fairbanks (907) 451-2678, fax (907) 451-2751, email dnr.nro.spill@alaska.gov; Juneau (907) 465-3400, fax (907) 465-3886. The Grantee shall supply the AO with all incident reports.

13. **Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
14. **Waste Disposal:** On-site refuse disposal is prohibited. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
15. **Destruction of Markers:** The Grantee and the landowner shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee or landowner shall notify the AO of any damaged, destroyed, or obliterated markers

and shall reestablish the markers at their own expense in accordance with accepted survey practices of the DMLW.

16. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein.
17. **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
18. **Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization. Any request for amendment that increases the burden to the landowner must be accompanied by written concurrence from the landowner.
19. **Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
20. **Proper Location:** The Grantee is responsible for proper location within the authorized area.
21. **Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.
22. **Retention of right to authorize access:** The AO reserves the right to authorize, after request by the landowner and consultation with the Grantee on both location and development plan, one additional 60 ft wide access corridor through this easement. This corridor may be developed and utilized for access purposes pursuant to an approved landowner provided development plan.
23. **Disturbance:** Clearing and other activities that disturb the vegetative mat or alter the landscape are prohibited, except as explicitly authorized in this document. The Grantor and/or AO shall not be responsible for enforcement of this provision. This stipulation applies exclusively to Tracts A and B.
24. **Motorized use prohibited:** Motorized uses within this easement are expressly prohibited, except as necessary for the Grantee to conduct authorized activities. The

Grantor and/or AO shall not be responsible for enforcement of this provision. This stipulation applies exclusively to Tracts A and B. If an additional access corridor is identified and granted as specified in Stipulation 22, this restriction would not apply within said corridor.

Approved Development Plan

The primary purpose of ADL 421088 is preservation of the southern terminus of the Davidson Ditch. The easement shall also provide for site monitoring and allow for future research activities to best serve the public interest. All activities listed below require pre-approval in consultation with the Office of History and Archaeology (OHA) and the AO. In addition, all activities must be conducted by or under the supervision of a qualified cultural resource professional (defined at *11 AAC 16.040*). If activities are being conducted by non-OHA staff members a State Cultural Resources Investigation Permit will need to be obtained by the cultural resource professional.

1. Photographic and written documentation of ditch features and conditions.
2. Use of drones, ground penetrating radar, 3D imaging, mapping, or metal detecting devices.
3. Professional archaeological excavation or uncovering of ditch features and/or artifact deposits using hand tools.
4. Artifact collection and analysis.
5. Use of hand-tools (no heavy equipment or machinery) to remove deadfall or vegetation overgrowth on and around ditch features.
6. Modern debris/refuse removal.
7. ORV use for access.

RECORD OF SURVEY

BASIS OF COORDINATES

The shown measured NAD 83 (2011) (Epoch 2010.0000) coordinates are based on an NGS OPUS Shared Solution at Monument CP 1 assigned the PID BBGD90, found online at <https://geodesy.noaa.gov/OPUS/getDataset.jsp?PID=BBGD90>. The coordinates were constrained to the National Spatial Reference System using CORS reference stations: AC71 (D01818), FAIR (A9534), and AB36 (D01800). The NAD 83 geodetic coordinates were converted to NAD 27 using NGS SCAT software.

Point #	Alaska State Plane Zone 3 NAD83 (2011) [2010.000]		Geodetic NAD83 (2011) [2010.000]		Geodetic NAD27	
	Northing	Easting	Latitude	Longitude	Latitude	Longitude
CP 1	4,006,742.712	1,379,374.863	64°57'15.28416" N	147°40'57.87257" W	64°57'16.82772" N	147°40'49.11575" W

BASIS OF BEARING

All bearings shown, except as noted, are Alaska State Plane Zone 3 grid bearings orientated to Grid North at Monument CP 1. All bearings are based on Global Navigation Satellite System (GNSS) technology in the NAD 83 (2011) (Epoch 2010.0000) datum, using Trimble R10 and R8-2 receivers, differentially corrected and processed with Trimble Business Center version 4.00 software. Magnetic North is 17°16' E (clockwise), and Geodetic North is 01°31'29" E (clockwise) from Grid North at CP 1.

DISTANCES

All distances shown are reduced to horizontal ground distances in US Survey feet.

ACCURACY

The error of closure of this survey does not exceed 1/5000, and/or corner positions have a Relative Positional Accuracy at the 95 percent confidence level of 0.13 plus 100 parts per million, or better.

NOTES

- This survey does not constitute a subdivision as defined by AS 40.15.900(5).
- This survey was accomplished in accordance with AS 38.05.850, AS 34.65.030, SSI EPF 2018-40, and ADL 421088.
- History: This As-Built Record of Survey, EPF 2018-40 represents a post-construction survey of ADL 421088, a Private Non-exclusive Easement Issued to the State of Alaska, Department of Natural Resources, Division of Parks & Outdoor Recreation. ADL 421088 is for historic preservation, research, and monitoring of the termination end of the Historic Davidson Ditch, constructed in the 1920's.
- Post-Construction Statement: This as-built is intended to depict that portion of the easement as it pertains to state land and is not to be presumed to plat or dedicate those portions pertaining to non-state lands. The as-built survey is not intended to be used to re-establish property boundaries, except as indicated, no encroachments exist within the permitted area.
- Easement sidelines are extended or shortened to meet at angle points and terminate at boundaries with non-state land.
- All parcels of land owned by the State of Alaska, located within 50.00 feet of, or bisected by a surveyed or protracted section line, are subject to a fifty foot (50') easement, each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010.
- Unauthorized disturbances are prohibited within Tracts A & B. Disturbances are defined as but not limited to: motorized uses, clearing, filling, placement of structures, removal or alteration of historic property, and activities that disturb the vegetative mat or alter the landscape.
- Tract C, containing an existing pioneer road, is reserved for access purposes between Tracts A & B for the Division of Parks & Outdoor Recreation, and is excluded from the development restrictions in Note 7.

LEGEND

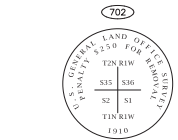
- Set GNSS Control Point Primary Monument
- Set Primary Monument
- Set Secondary Monument
- Found GLO Monument
- Monument Identifier
- Record as per the USRS of Township No. 2 North Range No 1 West of the Fairbanks Meridian, Alaska, approved 12/22/1913

- Easement Boundary
- Surveyed Line
- Un-Surveyed Line

RECOVERED MONUMENTS



Found 2" Brass Cap On a 1" from Post, L8" AGL. Leaning West, Looser Rehab, to plumb and firm 16" Birch R.L., New Blaze, Bears N26°51'W, 8.5 feet 10" Birch R.L., New Blaze, Bears N63°40'E, 34.2 feet



Found 3-1/4" Brass Cap On a 2-1/2" Iron Post, 0.4" AGL, Good Condition. Found 2x2" Iron plate R&L on 1-1/2" Iron Pipe. Marked 'SIC', Bears South, 4.4 feet 7" Spruce R.L., New Blaze, Bears S68°14'E, 17.2 feet



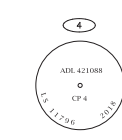
Set 3-1/4" Aluminum Cap On a 30" x 2-1/2" Aluminum Flare End Post 0.3" AGL; Metallic Gray Cow Magnet set under monument; Set Carsonite Post 1" North



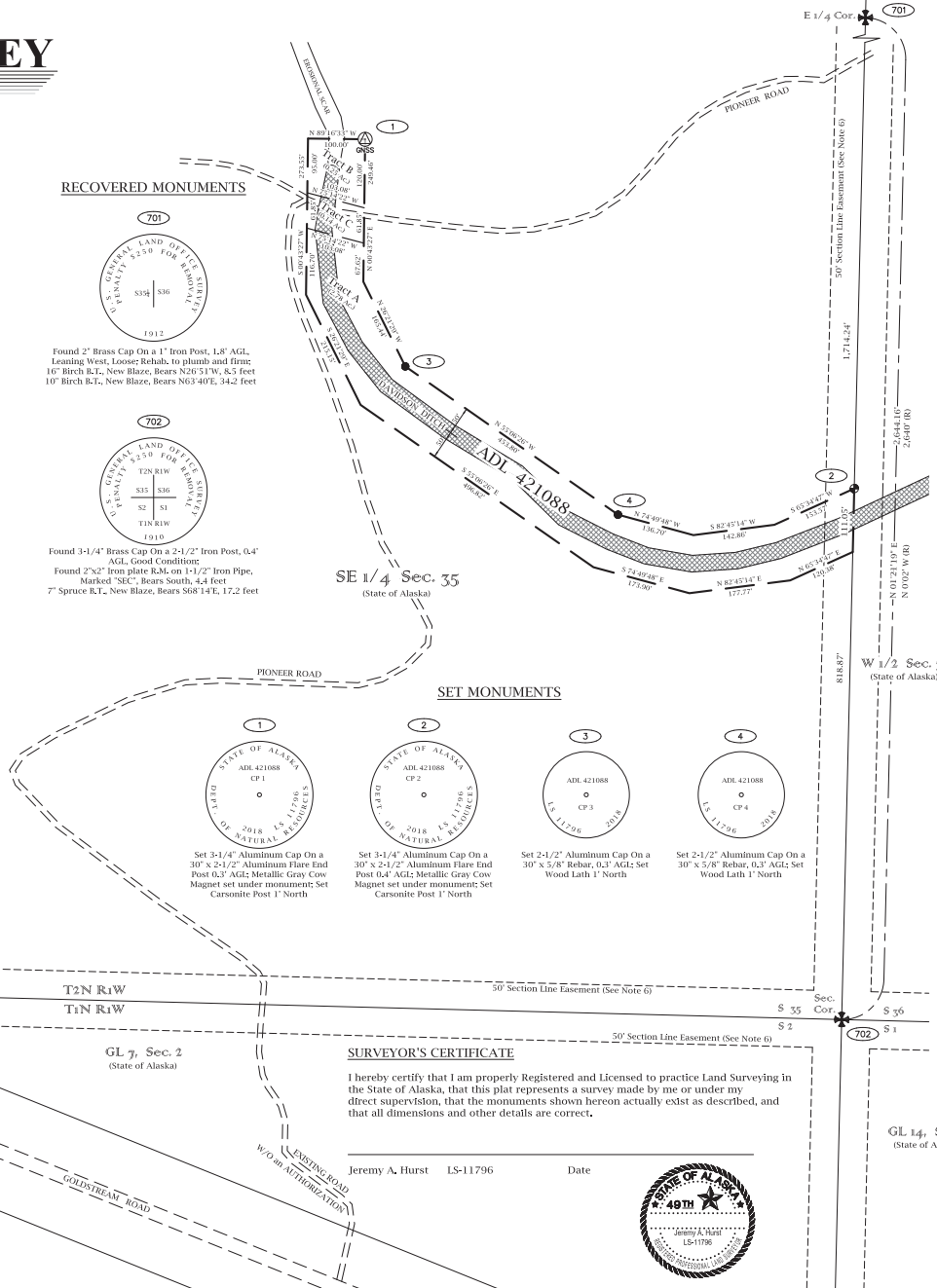
Set 3-1/4" Aluminum Cap On a 30" x 2-1/2" Aluminum Flare End Post 0.3" AGL; Metallic Gray Cow Magnet set under monument; Set Carsonite Post 1" North



Set 2-1/2" Aluminum Cap On a 30" x 5/8" Rebar, 0.2" AGL; Set Wood Lath 1" North



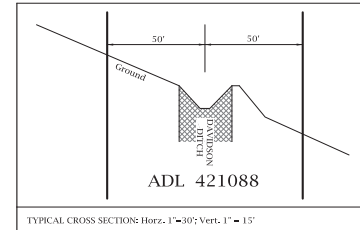
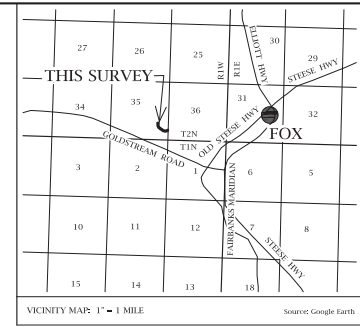
Set 2-1/2" Aluminum Cap On a 30" x 5/8" Rebar, 0.2" AGL; Set Wood Lath 1" North



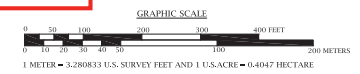
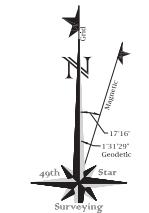
SURVEYOR'S CERTIFICATE

I hereby certify that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska, that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.

Jeremy A. Hurst LS-11796 Date



Reduced Copy of RECORD OF SURVEY



DATE OF SURVEY: BEGINNING: SEPT. 12, 2018 ENDING: SEPT. 14, 2018	SURVEYOR: 49th Star Surveying LLC 321 Fireweed Drive Anchorage, AK 99508 Tel: 907.891.6111 www.49thStarSurveying.com
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER ANCHORAGE, ALASKA	
RECORD OF SURVEY	
DOC. TITLE RS: PRIVATE NON-EXCLUSIVE EASEMENT GTE] 1. ADL 421088 2. ADL 420894 3. EPF 2018-40 4. AS-BUILT SURVEY 5. DAVIDSON DITCH 6. FOX, ALASKA	
LOCATION WITHIN: THE SE 1/4 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, FAIRBANKS MERIDIAN, ALASKA CONTAINING 31.7 ACRES FAIRBANKS RECORDING DISTRICT	
DRAWN BY: JAH DATE: 1/3/2019	DNR APPROVAL: STATEWIDE PLATTING SUPERVISOR DATE:
SCALE: 1" = 100'	CHECKED: JAH ISS. FILE NO.: EPF 20180040