



**ADL 108800**  
**Southeast Alaska Land Trust**  
**Public Easement**

THIS EASEMENT is granted this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF ALASKA, acting by and through the **Department of Natural Resources, Division of Mining, Land and Water**, Southeast Regional Office hereinafter referred to as the Grantor, whose address is 400 Willoughby Avenue, P.O. Box 111020, Juneau, Alaska, 99811, and the Southeast Alaska Land Trust whose address is, 119 Seward Street, Suite 2, Juneau, AK 99801, is hereinafter referred to as the Grantee.

WHEREAS, it is understood and agreed that, as a condition to the granting of said easement, this easement shall be used for no purpose other than bank stabilization work and the construction of a staircase over and across portions of the following described lands:

- 1) An unsurveyed parcel of state tideland within the Copper River Meridian, T. 41 S., R. 67 E., Sec 8, approximately 40 feet in length, with a width of 70 feet and containing approximately .10 acres, seaward and adjacent to Lot 43, U.S. Survey 3173.
- 2) Lot 43 within U.S. Survey 3173.

IN accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, the grantor hereby reserves a public easement over and across the above described state land within the **Juneau Recording District** as shown on the Diagram identified as Attachment B revealing the easement location granted herein.

This easement shall terminate when the Grantor determines that the easement is abandoned, is no longer necessary, is no longer in use for the purposes authorized, or is revoked as a result of violations of the terms, conditions and stipulations of this easement.

The Grantee and entry persons 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

\_\_\_\_\_  
Benjamin M. White  
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 Benjamin M. White, Southeast Regional Manager of the  
Department of Natural Resources, Division of Mining Land and Water, 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: \_\_\_\_\_

RECORDING FEE: THIS IS OFFICIAL STATE BUSINESS, NO CHARGE

RETURN TO: Alaska Department of Natural Resources  
Division of Mining, Land and Water  
Southeast Regional Office  
400 Willoughby Ave, 4<sup>th</sup> Floor  
P.O. Box 111020  
Juneau, AK 99811

**ADL 108800**  
**Attachment A**  
**Easement Stipulations**

- 1) Authorized Officer. The Authorized Officer (AO) for the Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW) is the Southeast Regional Manager or designee. The AO may be contacted at 400 Willoughby Avenue, PO Box 111020, Juneau, Alaska 99811-1020 or 907-465-3400.
  
- 2) 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 (paleontological) or archaeological site without a permit from the Commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Office of History and Archaeology in the Division of Parks and Outdoor Recreation shall be notified immediately at (907) 269-8721.
  
- 3) Indemnification. Unless specified herein, Grantee assumes all responsibility, risk and liability for all activities of Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees directly or indirectly conducted in connection with this authorization, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this authorization as stated herein. Grantee shall defend, indemnify and hold harmless the State of Alaska, its employees and agents, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the authorization.
  
- 4) Valid Existing Rights. This authorization is subject to all valid existing rights in and to the land covered under this authorization. The State of Alaska makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number or nature of such valid existing rights.
  
- 5) Fees. The Grantee shall pay a one-time fee of \$50.
  
- 6) Survey. The Grantee shall submit an As-built Survey acceptable to the standards of the Survey Section. Please contact the DMLW Survey Section at 907-269-8523 to obtain survey instructions. A survey instruction fee may be required in accordance with 11 AAC

05.010(a)(13). The final easement will not be issued until the Grantee has requested survey instructions from the Survey Section.

7) Reservation of Rights.

- a) The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.
- b) The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.
- c) The AO reserves the right to modify these stipulations or use additional stipulations as deemed necessary. Grantee will be notified in writing prior to the implementation of any change in the terms or conditions exercised by the AO under this provision. Grantee will be afforded the opportunity to review and comment regarding the effect of any proposed change to this authorization. Failure of the Grantee to notify the AO of any change to current officers or addresses shall not be sufficient grounds to invalidate the AO's compliance with this notification process.

8) Public Access. The Grantee shall not close landing areas or trails in the vicinity of this authorization. The ability of all users to use or access State land or public water must not be restricted in any manner.

9) Limits of Access.

- a) This authorization applies only to access within the project area, not access to the project area.
- b) No additional access trails or roads are allowed on State lands outside the authorized area without the express permission of the AO.

10) Public Trust Doctrine. This authorization is subject to the principles of the public trust doctrine which guarantees public access to and the right to use navigable and public waters and the land beneath them for navigation, commerce, fishing and other purposes. The AO reserves the right to grant other interests to the subject area consistent with the public trust doctrine.

11) Destruction of Markers. All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, National Register of Historic Places plaques, interpretive panels and unsurveyed lease corner posts shall be protected against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.

- 12) Compliance with Governmental Requirements; Recovery of Costs. The Grantee shall, at its expense, comply with all applicable laws, ordinances, regulations, rules and orders, and the requirements and stipulations included in this authorization. Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
- 13) Other Authorizations. The issuance of this authorization does not alleviate the necessity of the Grantee to obtain all other required authorizations for this activity. Failure to obtain said authorizations shall constitute a violation of this authorization, subject to action as described herein.
- 14) Proper Location. This authorization is for activities on State land managed by the DNR DMLW and does not authorize any activities on private lands, Federal lands, Native lands, municipal lands or lands which are owned or managed by other offices and agencies of the State of Alaska and/or the DNR. The Grantee is responsible for proper location on site.
- 15) 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 State structures resulting from the negligent use of fire. The State of Alaska 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.
- 16) Fuel and Hazardous Substances. No fuel or hazardous substances are to be stored on the subject parcel unless approved by a special stipulation. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations.
- 17) Spill Notification.
  - a) The Grantee shall immediately notify the Department of Environmental Conservation (DEC) by telephone, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail, informing DEC of: any unauthorized discharges of oil to water, any discharge of hazardous substances other than oil; and any discharge or cumulative discharge of oil greater than 55 gallons solely to land and outside an impermeable containment area. 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, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail. 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. The posting of information requirements of 18 AAC75.305 shall be met. Scope and Duration of Initial Response Actions (18 AAC 75.310) and reporting requirements of 18 AAC 75, Article 3 also apply. The Grantee shall supply DEC with all follow-up incident reports.

Notification of a discharge must be made to the nearest DEC Area Response Team during working hours: Juneau (907) 465-5340, fax (907) 465-2237. The DEC oil spill report number outside normal business hours is (800) 478-9300.

- b) The Grantee shall immediately notify the AO of any spill or discharge that is reported to DEC.
- c) The Grantee shall immediately notify the AO of any pollution or explosion in the project area.

18) Site Maintenance. The area subject to this authorization shall be maintained in a neat, clean and safe condition, free of any solid waste, debris or litter.

19) Site Disturbance. Unless specified herein:

- a) Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.
- b) Brush clearing is allowed, but shall be kept to the minimum necessary to conduct or complete the authorized activity. Removal or destruction of the vegetative mat outside of the authorized area is not allowed.
- c) Establishment of, or improvements to, tidal, submerged, shoreland or riparian landing areas (e.g.: leveling the ground, bank cutting or removing or modifying a substantial amount of vegetation) is prohibited without the prior written consent of the AO.
- d) The Grantee shall conduct all operations in a manner which will prevent unwarranted erosion and siltation. Any such erosion or siltation shall be repaired in a manner satisfactory to the AO at the Grantee's expense.

20) Waste Disposal. All waste generated during construction activities under this authorization shall be removed or otherwise disposed of as required by State and Federal law. On-site waste disposal is prohibited, unless specified herein. "Waste" in this paragraph means all discarded matter, including, but not limited to, human waste, trash, garbage, litter, oil drums, petroleum, ashes and discarded equipment.

21) Inspections. Authorized representatives of the State of Alaska shall have reasonable access to the subject parcel for purposes of inspections. The Grantee may be charged fees under 11 AAC 05.010(a)(7)(M) for routine inspections of the subject parcel, inspections concerning non-compliance and a final close-out inspection.

22) Request for Data. For purposes of information and review, the DMLW at any time during normal business hours, may require the Grantee to furnish data related to preconstruction or construction activities undertaken in connection with the project. The Grantee shall furnish the required data as soon as possible or as otherwise required under the terms of the authorization.



- 23) Changes in Conditions. Unforeseen conditions arising during construction of the project may make it necessary to revise or amend these stipulations. In this event, the AO and the Grantee will attempt to agree as to what revision or amendments shall be made. If they are unable to agree, the DMLW Director shall have final authority to determine those revisions or amendments.
- 24) Fine Tuning. Any changes in the alignment of the project area will require the prior written approval of the AO. The AO reserves the discretionary authority to require a re-determination of the State's best interest for any significant proposed changes.
- 25) Amendment or Modification. To amend or modify the uses allowed under this authorization, the Grantee shall submit a request in writing to the AO. Any amendment or modification must be approved by the AO and may require additional fees.
- 26) Assignment. This authorization may not be transferred or assigned without the prior written consent of the AO.
- 27) Change of Address or Officers. Any change of address or authorized officers appointed by the Grantee must be submitted in writing to the AO.
- 28) Removal of Improvements and Site Restoration. Upon termination of this authorization, whether by abandonment, revocation or any other means, the Grantee shall within 30 days remove all improvements from the area herein granted, except those owned by the State, and the site shall be restored to a condition acceptable to the AO. Should the Grantee fail or refuse to remove said structures or improvements within the time allotted, they shall revert to and become the property of the State; however, the Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area.
- 29) Violations.
- a) Pursuant to 11 AAC 96.145, a person who violates a provision of an authorization issued under this chapter (11 AAC 96) is subject to any action available to the DNR for enforcement and remedies, including immediate revocation of the authorization, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The DNR may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.
  - b) If a person responsible for an unremedied violation of 11 AAC 96 or a provision of an authorization issued under this chapter (11 AAC 96) applies for a new authorization from the DNR under AS 38.05.035 or 38.05.850, the DNR may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation

and provide security under 11 AAC 96.060 to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 or 38.05.850 has previously been responsible for a violation of this chapter or a provision of an authorization issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, the DNR will consider that violation in determining the amount of the security to be furnished under 11 AAC 96.060 and may require the applicant to furnish three times the security that would otherwise be required.