

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

<input type="checkbox"/> Northern Region 3700 Airport Way Fairbanks, AK 99709 (907) 451-2740	<input type="checkbox"/> Southcentral Region 550 W 7th Ave., Suite 900C Anchorage, AK 99501-3577 (907) 269-8552	<input checked="" type="checkbox"/> Southeast Region 400 Willoughby P.O. Box 111020 Juneau, AK 99811-1020 (907) 465-3400
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**APPLICATION FOR EASEMENT**

Receipt Types: 13A - Application for Pipeline Easement  
13 - Application for Other Easement

**Non-refundable application fee: See current Director's Fee Order for applicable fees.\***

ADL # 105601  
(to be filled in by state)

Applicant's Name M. EARL STEWART, Forest Supervisor Doing business as: USDA Forest Service, Tongass NF

Mailing Address 648 Mission Street, Federal Building E-Mail: earl.stewart@usda.gov

City/State/Zip Ketchikan, AK 99901

Message Phone ( ) Work Phone (907) 228-6281

Is applicant a nonprofit cooperative association? [ ] yes [X] no. If yes, are you applying for an exemption under **AS 38.05.850(b)**? [ ] yes [ ] no. If yes, please submit proof of nonprofit status (e.g. by-laws, articles of incorporation, tax statement).

Location of activity/Legal Description: Municipality \_\_\_\_\_, Meridian Copper River  
Township 73S, Range 93E, Section 18, SW 1/4, \_\_\_\_\_ 1/4  
Township \_\_\_\_\_, Range \_\_\_\_\_, Section \_\_\_\_\_, \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4

(attach extra sheets as needed)

Total length of applied-for easement (feet): varies Total width of applied-for easement (feet): varies

Acres encompassed by easement: 11.05 (43,560 square feet = 1 acre)

Specific purpose of easement (e.g. electric utility, fiber-optic conduit or cable, telecommunications tower, road, bridge, airstrip/airport, driveway, trail, drainage), and type of anticipated traffic (e.g. plane, truck, heavy equipment): Explain \_\_\_\_\_  
Maintain an existing log transfer facility. Existing structures include a native log bulkhead, an equipment offloading ramp, and a small boat/airplane float.

Are you applying for the Division of Mining, Land and Water to reserve a Public Easement? Yes ☒ No ☐. Are you applying to be granted a Private Easement? Yes ☐ No ☒. (Note: Annual rental fee required for private easement)

\*See 11 AAC 05.020 regarding fees for federal, state, and local government agencies

Date Stamp:

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SE REGIONAL OFFICE

State briefly the standards and methods of construction: e.g. regulated standards, winter trail, dirt trail, gravel road, paved road, etc.; clearing by hand, clearing/construction by mechanical equipment (state type of equipment to be used, e.g. J.D. 350, 944 F.E. loader, hydro-axe, D-8), or establishment by use only. Existing log transfer facility

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Is this an existing use? Yes ☒ No ☐. If yes, provide documentation verifying existing use, such as easement atlas, affidavits attesting to use and existence, pictures, etc.

Construction to begin: \_\_\_\_\_

Construction to be completed by: \_\_\_\_\_

Other permits or authorizations applied for in conjunction with this proposed project: \_\_\_\_\_

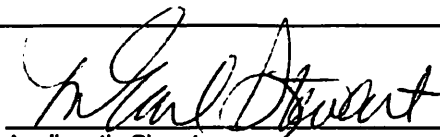
AK-G70-1009, APDES Permit

071-OYD-2-910338, COE Permit

ADL 105601, ADNR Tideland Easement

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If this authorization is granted, I agree to construct and maintain the improvements authorized in a workmanlike manner, and to keep the area in a neat and sanitary condition; to comply with all the laws, rules, and regulations pertaining thereto; and provided further that upon termination of the easement for which application is being made, I agree to remove or relocate the improvements and restore the area without cost to the state and to the satisfaction of the Director of the Division of Mining, Land and Water.

  
\_\_\_\_\_  
Applicant's Signature

06/25/2020

\_\_\_\_\_  
Date

**INSTRUCTIONS:** Attach a USGS map (scale of 1:63,360) or a state status plat showing the location of the proposed easement, and an environmental risk assessment questionnaire (form 102-4008A).

The final granting of a private easement or reservation of a public easement will be contingent upon our receipt of a plat depicting the post-construction location of the improvements. If your application is approved, instructions for the completion of the plat will be provided to you, or can be picked up at any of our offices.

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, AS 43.05.230, or AS 45.48). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

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|--|--|---|--|
| <input type="checkbox"/> <b>Contract Administration</b><br>550 W 7th Ave., Suite 640<br>Anchorage, AK 99501-3576<br>(907) 269-8594 | <input type="checkbox"/> <b>Northern Region</b><br>3700 Airport Way<br>Fairbanks, AK 99709<br>(907) 451-2740 | <input type="checkbox"/> <b>Southcentral Region</b><br>550 W 7th Ave., Suite 900C<br>Anchorage, AK 99501-3577<br>(907) 269-8552 | <input type="checkbox"/> <b>Southeast Region</b><br>400 Willoughby,<br>Suite #400<br>P.O. Box 111020<br>Juneau, AK 99801<br>(907) 465-3400 |
|--|--|---|--|

**APPLICANT ENVIRONMENTAL RISK QUESTIONNAIRE**

The purpose of this questionnaire is to help clarify the types of activities you propose to undertake. The questions are meant to help identify the level of environmental risk that may be associated with the proposed activity. The Division of Mining, Land and Water's evaluation of environmental risk for the proposed activity does not imply that the parcel or the proposed activity is an environmental risk from the presence or use of hazardous substances.

Through this analysis, you may become aware of environmental risks that you did not know about. If so, you may want to consult with an environmental engineer or an attorney.

M. EARL STEWART, Tongass National Forest, Forest Supervisor USDA Forest Service

<u>Applicant's Name</u>		<u>Doing Business As</u>	
<u>648 Mission Street, Federal Building</u>		<u>Ketchikan</u>	<u>AK 99901</u>
<u>Address</u>		<u>City</u>	<u>State Zip</u>
<u>( ) ( )</u>	<u>(907) 228-6281</u>	<u>earl.stewart@usda.gov</u>	<u>Michele Parker</u>
<u>Message Phone</u>	<u>Work Phone</u>	<u>E-Mail</u>	<u>Contact Person</u>

Describe the proposed activity:

Maintain an existing log transfer facility. Existing structures include a native log bulkhead, an equipment offloading ramp,  
and a small boat/airplane float.

In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? Yes ☐ No ☒

If yes, please list the substances and the associated quantities. Use a separate sheet of paper, if necessary.

If the proposed activities involve any storage tanks, either above or below ground, address the following questions for each tank. Please use a separate sheet of paper, if necessary, and, where appropriate, include maps or plats:

a. Where will the tank be located? \_\_\_\_\_

\_\_\_\_\_

b. What will be stored in the tank? \_\_\_\_\_

\_\_\_\_\_

c. What will be the tank's size in gallons? \_\_\_\_\_

\_\_\_\_\_

d. What will the tank be used for? (Commercial or residential purposes?) \_\_\_\_\_

\_\_\_\_\_

e. Will the tank be tested for leaks? \_\_\_\_\_

f. Will the tank be equipped with leak detection devices? Yes ☐ No ☐. If yes, describe: \_\_\_\_\_

\_\_\_\_\_

Do you know or have any reason to suspect that the site may have been previously contaminated? Yes ☐ No ☒.

If yes, please explain: \_\_\_\_\_

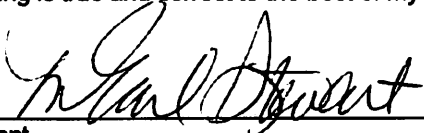
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that due diligence has been exercised and proper inquiries made in completing this questionnaire, and that the foregoing is true and correct to the best of my knowledge.

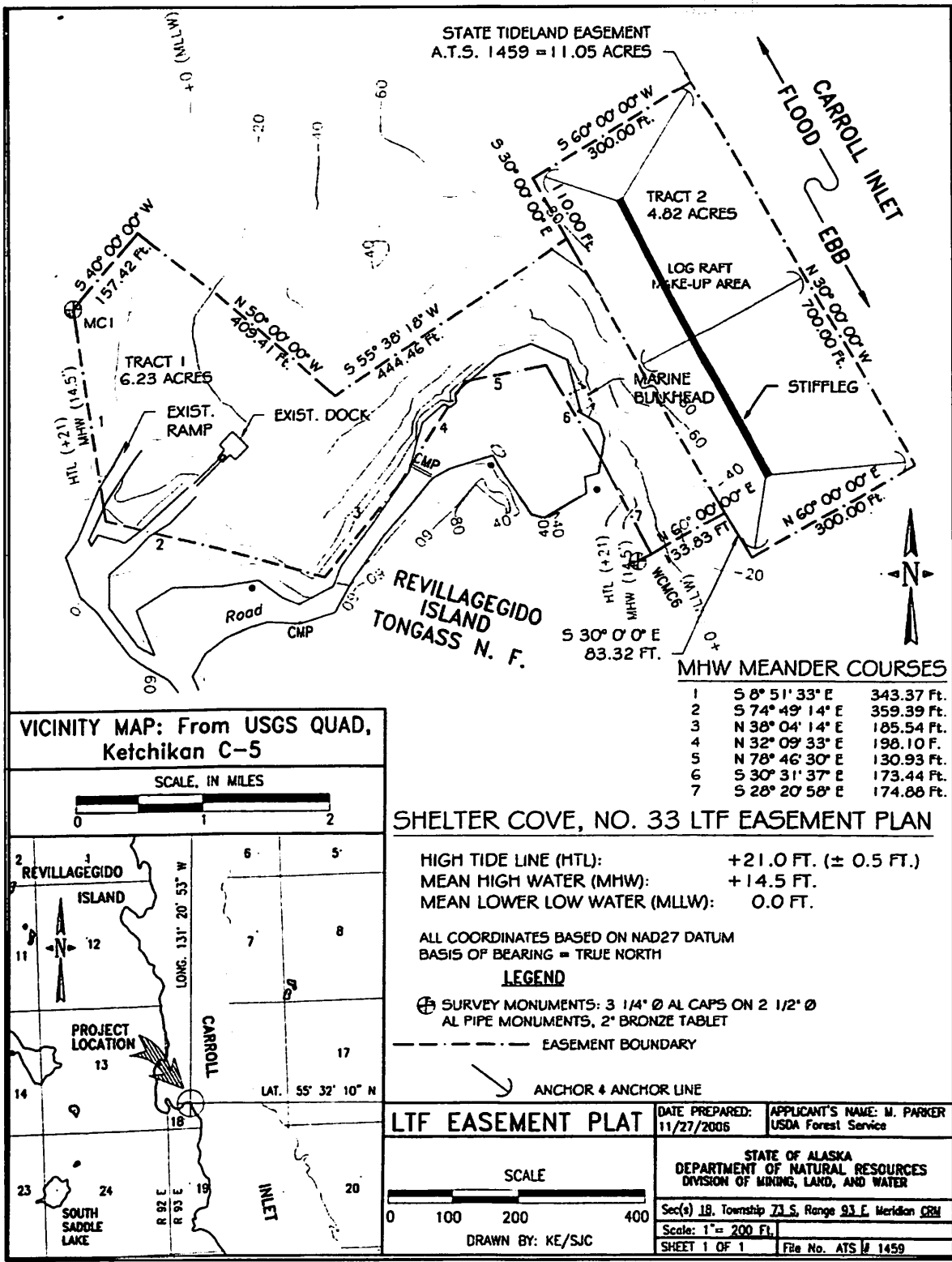
  
Applicant

06/25/2020  
Date

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

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Attachment A – Easement Diagram



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REGIONAL MANAGER  
LAND AND NATURAL RESOURCES



Form with fields for project details, including 'Project No. 149', 'Project Name', 'Location', and 'Date'.

- 1. The project is a... (text)
- 2. The project is a... (text)
- 3. The project is a... (text)
- 4. The project is a... (text)
- 5. The project is a... (text)

1. The project is a... (text)

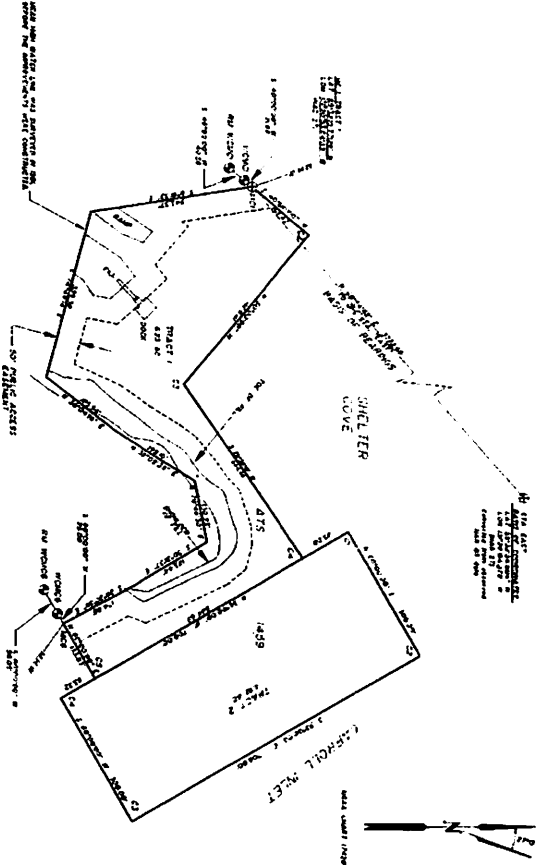
2. The project is a... (text)

3. The project is a... (text)

4. The project is a... (text)

5. The project is a... (text)

LAND OWNER  
USDA FOREST SERVICE



05-35  
05-35  
05-35

LETTER CERTIFICATE  
1. The project is a... (text)

2. The project is a... (text)

3. The project is a... (text)

4. The project is a... (text)

5. The project is a... (text)

LETTER CERTIFICATE  
1. The project is a... (text)

2. The project is a... (text)

3. The project is a... (text)

4. The project is a... (text)

5. The project is a... (text)



LETTER CERTIFICATE  
1. The project is a... (text)

2. The project is a... (text)

3. The project is a... (text)

4. The project is a... (text)

5. The project is a... (text)

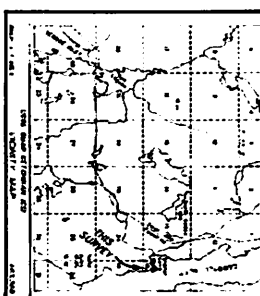
LETTER CERTIFICATE  
1. The project is a... (text)

2. The project is a... (text)

3. The project is a... (text)

4. The project is a... (text)

5. The project is a... (text)



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND & WATER, SOUTHEAST REGION  
400 Willoughby Ave., P.O. Box 111020  
Juneau, Alaska 99811-1020

PUBLIC EASEMENT  
ADL 105601

THIS EASEMENT made and entered into 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, and hereinafter referred to as Grantor, and the United States of America, acting through the Department of Agriculture, Forest Service, hereinafter referred to as Grantee.

WITNESSETH, that in accordance with the provisions of Section 4407 of Public Law 109- 59, the Memorandum of Understanding between the State of Alaska and the United States Forest Service, dated September, 2006, hereafter referred to as the MOU, and AS 38.05.850 and the rules and regulations promulgated thereunder, Grantee having filed an application with the Division for an easement for a log transfer facility known as Shelter Cove, together with a map showing the definite location thereon of the line of easement, which Grantee has adopted and agrees to be the specific and definite location of the aforesaid easement, and

WHEREAS, it is understood and agreed by Grantee herein that, as a condition to the granting of the easement applied for, the land covered by said easement shall be used for the location, construction, operation and maintenance of the said easement over and across the following described State lands, to wit:

The easement area depicted on the easement diagram for ADL 105601 is attached hereto as Attachment A. The easement is located within Section 18, Township 73 South, Range 93 East, Copper River Meridian.

The said easement area contains a total of 11.05 acres, more or less, as shown on the attached Alaska Tideland Survey No. 1459.

SUBJECT, however, to the following terms, conditions and covenants, which shall run with the land and be enforceable by Grantor or its subsequent transferees.

In the event that the easement herein granted shall in any manner conflict with or overlap a previously granted right-of-way or easement, Grantee shall use this easement in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued right-of-way or easement, and no improvements shall be constructed by Grantee herein upon the overlapping area unless consent has first been obtained from Grantee under the pre-existing right-of-way or easement.

Grantee in the exercise of the rights and privileges granted by this easement shall comply with all applicable regulations now in effect or as hereafter established by the Division of Mining, Land and Water, and all other applicable federal, State or municipal laws, regulations or ordinances.

#### SPECIAL CONDITIONS

1. Unless Grantor and Grantee stipulate otherwise, this easement shall terminate fifty-five (55) years from the date of the execution of this easement by Grantor in the event that construction of improvements within the easement area does not occur during such fifty-five-year period.

2. This easement is renewable, subject to the following conditions:

a. The easement area is being used for the purposes previously authorized.

b. The easement area and constructed improvements are being operated and maintained in accordance with the provisions of this easement.

c. Grantee is otherwise in compliance with applicable State and federal laws and regulations.

d. Grantor may not refuse to renew this easement for the foregoing conditions without reasonable notification to Grantee before expiration of the easement term and will provide the Grantee with the reasonable opportunity to cure any instance of non-compliance. Notifications of non-compliance received less than one year before the time set for renewal shall extend the renewal date for one year from the date of notification.

3. Pursuant to the MOU, this easement is granted without fee or charge to Grantee.

4. This easement is non-exclusive. The authority to permit third-party use within the area encumbered by the easement is expressly reserved by the State, except that such use shall not unreasonably interfere with the rights of Grantee, including the ability of Grantee to restrict third-party use for purposes of public safety or the enforcement of federal regulations. Grantor shall consult with Grantee prior to permitting such use.

5. Grantor reserves the right to the standing timber, the mineral estate, the right of public access and use, the right to regulate acts or omissions, and the right to enforce regulations related to the occupancy and use of State land.

6. Grantor reserves the right to allow other like or compatible uses of the easement, and to require such users to enter into an equitable maintenance agreement with Grantee, the equitableness of which shall be determined by Grantor upon consultation with Grantee.

7. Grantee may authorize its contractors and permittees to cross the easement in order to access National Forest System lands. Grantor shall not require a permit or other written authorization for users that access National Forest System lands through the easement, except that the State may require a third party to obtain a permit or other written authorization for access through the easement to a lodge, hotel, industrial facility, or other similar permanent improvement located on National Forest System lands or other public lands.

8. Grantor assumes no responsibility for maintenance of improvements constructed within the easement, or any liability for injury or damage attributable to that construction. Grantor



makes no warranty that the land is suitable for the intended use.

9. Subject to paragraph 4 above, public access shall not be precluded by activities or structures allowed by this easement. All operations must be conducted in a manner that will ensure minimum conflict with other users of the area. Grantee shall not close landing areas or trails or otherwise prevent access over State land commonly used by the public. The interests served by the public trust doctrine, specifically the rights of the public to use navigable waterways and the land beneath them for navigation, commerce, fishing, hunting, ecological study, and other purposes, will be protected. Interference with these rights is an actionable cause at law; however, the ability of Grantee to restrict access for purposes of public safety or enforcement of federal regulations is recognized.

10. The United States shall be responsible for the activities or conduct of its employees directly connected with the use and occupancy of the easement in accordance with applicable law. The United States shall be responsible for any loss or damage arising from the use and occupancy authorized by the easement, strictly to the extent provided by the Federal Tort Claims Act and other applicable law. Nothing in this easement shall be construed as obligating the United States to expend, or as involving the United States, in any obligation for the future payment of money in excess of appropriations authorized by law and administratively made available.

11. Fuel use and storage shall occur in a manner that avoids toxic discharge and runoff. Grantee is responsible for preventing spills and contamination of contiguous land and water, and for cleaning up any oil or other pollution resulting from activities associated with this easement in accordance with all applicable State and federal laws and regulations.

12. Authorized representatives of the State of Alaska shall at all times have the right to enter on official business and inspect the easement area, including Grantee's improvements. Grantee has no duty to inspect the easement area or to warn of hazards, and if Grantee does inspect the easement area, it shall incur no additional duty or liability for identified or non-identified hazards.

13. The development of the easement area shall be limited in form and scope to the area and improvements specified in the development plan, which shall be provided to Grantor prior to development. Grantee is responsible for accurately siting development and operations within this area. Use of the area for purposes other than those specified in this easement is a violation of the terms and conditions of the easement. The proposed development plan, and any subsequent proposed revisions thereto, must be approved in writing by Grantor before use or development occurs; such approval shall not be unreasonably withheld. Development and operations shall conform to those approved under the Alaska Coastal Management Program consistency determination.

14. No performance guarantee is required.

15. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and with the requirements and conditions of this easement. Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

16. Disposal of wastewater from any operation associated with this easement to State lands or waters is specifically prohibited without prior approval from the Alaska Department of

Environmental Conservation (ADEC).

17. All solid waste and debris generated from the activities conducted under this easement shall be stored, accumulated and removed in accordance with applicable federal and State laws and regulations.

18. The intermittent, non-permanent use of anchors and associated chains or buoys outside of the boundary of the easement area, but necessary to facilitate short-term use of the easement area, is hereby granted. The proposed approximate number and locations of these anchors are identified in Attachment A. Anchors shall be set prior to the beginning of operations necessitating their use and removed at the end of such operations. The installation of any permanent anchor outside of the easement area is not allowed without prior written authorization from the State of Alaska.

19. In the event that Grantor determines that, due to adjacent uses or other considerations, it is necessary that an Alaska Tideland Survey of the easement area and constructed improvements thereon, if any, be completed, Grantee agrees to comply with all requirements of the State of Alaska regarding the completion of such survey.

20. Upon termination of this easement, Grantee shall remove all structures and improvements from the area herein granted, except those owned by Grantor, and shall restore the area to the same or similar condition as it was upon the issuance of this easement. Should Grantee fail or refuse to remove the structures or improvements, they shall revert to and become the property of Grantor. However, Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area. Grantor, in its discretion, may waive any of the requirements of this provision if it is in the best interest of the State of Alaska to do so.

21. Grantee has an affirmative duty to protect from damage the land, property, and interests of the State of Alaska, to utilize the land interests herein granted consistent with the purposes of the proposed use, and to maintain the premises in a neat and orderly manner. Grantee shall adopt and apply such safety measures as are necessary, proper and prudent for the intended use of the easement area.

22. Any lands encumbered by this easement that are conveyed out of State ownership shall be subject to this easement.

23. Grantee shall inform Grantor of any known conditions posing a risk of harm to Grantor's lands or the public and if any major abatement work becomes necessary, shall coordinate with and inform Grantor. Emergency situations shall be reported as soon as practicable.

24. If this easement is not renewed due to Grantee not meeting the conditions for renewal of paragraph two, the State of Alaska shall be forever wholly absolved from any liability for damages to Grantee that might result from Grantor's decision not to renew pursuant to paragraph two.



GRANTEE:

**United States Department of  
Agriculture  
Forest Service**

By: \_\_\_\_\_  
Director  
Recreation, Lands and Minerals

STATE OF ALASKA                    )  
  ) ss  
FIRST JUDICIAL DISTRICT        )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared James King, known to me to be the Director of Recreation, Lands and Minerals, and he acknowledged to me that he signed and executed the same freely and voluntarily for the uses and purposes stated therein.

\_\_\_\_\_  
Notary Public for the State of Alaska  
My Commission expires \_\_\_\_\_

After recording in the Recording District, return this document to the Division of Mining, Land and Water, 400 Willoughby Ave., P.O. Box 111020, Juneau, Alaska 99811-1020.