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STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Northern Regional Land Office

Regional Manager's Decision

ADL 422275
Golden Valley Electric Association
Easement Application
AS 38.05.850

Requested Action

On February 14, 2024, the Department of Natural Resources (DNR), Division of Mining, Land, and Water (DMLW), received an application from Golden Valley Electric Association (GVEA; the applicant) for a public utility easement to extend a powerline on state-owned, DMLW-managed lands within Lot 5, Supplemental Plat of US Survey No. 4277, between Alaska Highway MP 1412-1413, south of the Alaska Highway, Alaska. The purpose of the proposed easement is to extend power to a private parcel. The applicant has requested a public utility easement approximately 366.7 feet in length and 30 feet in width for a total of 0.25 acres, more or less.

Recommended Action

DMLW recommends issuing a public utility easement.

Scope of Decision

The scope of this decision is to determine if it is in the State's interest to create an easement for the proposed use. The scope of administrative review for this authorization is limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) facts pertaining to the land or resources; and (4) issues that are material to the determination that issuing the authorization is in the interest of the State of Alaska. All other aspects of the applicant's project are outside the scope of this decision.

Statutory Authority

This easement application is being adjudicated pursuant to AS 38.05.850.

Administrative Record

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations referenced here-in, the 2015 Eastern Tanana Area Plan (ETAP) and other classification references described herein, and the casefile for the application serialized by DNR as ADL 422275.

Location Information

Geographic Location

The proposed easement is within Lot 5, Supplemental Plat of US Survey No. 4277, between Alaska Highway MP 1412-1413, south of the Alaska Highway. The easement is approximately 366.7 feet in length and 30 feet in width.

Township Range

The proposed easement runs across DMLW-managed general state lands within Fairbanks Meridian, Township 11 South, Range 12 East, section 18, as depicted on Attachment A.

Other Land Information

Municipality: The Unorganized Borough
Regional Corporation: Doyon Ltd.

Title

The State of Alaska received Tentative Approval (TA) to lands within Section 18, Township 11 South, Range 12 East, Fairbanks Meridian, Alaska on March 24, 1975, which is serialized by DNR as GS779.

The TA is subject to standard title reservations for ditches and canals. The TA is also subject to a reservation for the Alaska Native Fund, which was fully satisfied and terminated on June 30, 1980, pursuant to ANCSA §9(g).

The title reservations do not preclude issuance of a public utility easement.

Third Party Interests

GVEA has a public utility easement, ADL 407156, for a powerline running parallel to the Alaska Highway within the same parcel. It is from this powerline that GVEA will extend power across lot 5 to the private parcel.

Planning & Classification

The Proposed easement is within the boundaries of the ETAP, within Unit D-45. The land is classified Transportation Corridor Land and designated Transportation Corridor. The management intent of this unit is to maintain current developed facilities, rights-of-way, and easements. Only developments consistent with these uses are appropriate. The land is to be retained in state ownership. Issuing a public utility easement for extension of a powerline is consistent with the plan.

Access

Functional legal access to the state land discussed herein exists via the Alaska Highway.

Public Notice & Agency Review

Public Notice Summary

Public Notice of the application was conducted from February 26, 2024, to March 27, 2024. The notice was posted to the State of Alaska Online Public Notice System. No public comments were received.

Agency Review Summary

Agency Review of the application was conducted from February 26, 2024, to March 27, 2024. The notice was sent to the following recipients:

Public Access and Assertion Defense Unit (PAAD), DMLW, DNR
Division of Parks, Office of History and Archaeology, DNR
DOT, State Right-of-Way Chief
Alaska Department of Fish and Game, Access Defense Program
City of Delta Junction, City Administrator

Both PAAD and DOT responded with no comments.

ADF&G responded with no objections, but provided the following comments:

1. The project area intersects with a North American Breeding Bird Survey (BBS) zone[a,b], a key source of bird population data. Over 50 bird species have been identified in the project vicinity, including several Species of Greatest Conservation Need (SGCN) identified in the 2015 Alaska Wildlife Action Plan[c]. SGCN are species culturally, ecologically, or economically important to Alaska or predominantly found there, or serve as indicators of environmental change. Whenever feasible within project goals, preserving trees and shrubs is essential to safeguard habitat and sustain bird populations.

2. Birds are highly vulnerable during their breeding and nesting phases, and activities like those proposed can harm active nests, eggs, and nestlings. To safeguard nesting birds, it's best to schedule this activity before or after the breeding season. See https://www.fws.gov/alaska-bird-nesting-season for details.

   [a] Raptors may nest two or more months earlier than other birds.
   [b] Canda geese and swans begin nesting April 20.
   [c] Black scoter are known to nest through August 10.

DNR, DMLW response: The applicant will be provided the above information along with the *US Fish & Wildlife Service Region & Timing Recommendations for Land Disturbance & Vegetation Clearing* information sheet. Since the Entry Authorization will likely be issued within the Interior bird nesting window GVEA will be notified to ensure that extra caution be taken to look for and avoid any active nests prior to clearing. If an active nest is identified, then it must be left undisturbed until the eggs hatch and the young depart.

Environmental Considerations

This decision considers the environmental factors directly related to the authorization for use of state lands, specifically whether the approval of the authorization is in the State's interest. The purpose of this consideration is to identify any associated mitigation measures or other requirements necessary to protect the public interest, while informing the overall decision of whether or not to approve the authorization.

Environmental contamination risk associated with this proposed easement is minimal. Fuel, lubricants, and other hazardous materials will be restricted to those necessary and will be contained within vehicles and vegetation clearing equipment when such equipment is necessary for right-of-way maintenance. No fuel or other hazardous materials will be stored on site. There are no other known environmental considerations or constraints in this location. The applicant is ultimately responsible for determining site suitability.

Economic Benefit & Development of State Resources

In accordance with AS 38.05.850, DMLW considers if the requested authorization will provide the greatest economic benefit to the State and development of its natural resources. Specifically, staff assess both direct and indirect economic benefits and whether the proposed authorization encourages the development of the State's resources. The authorization considered herein will provide a direct economic benefit to the State in the form of land use fees. Additionally, the proposed easement facilitates the expansion of the public utility system, which will promote conditions for economic development, thus providing an indirect benefit to the State. In consideration of these factors, and because there are no competing requests for authorization, approval of this easement will provide the greatest economic benefit to the State.

Discussion

GVEA submitted an easement application for a public utility easement for the extension of power to a private parcel. GVEA proposes to construct an aerial utility line across a small portion of state land in Fairbanks Meridian, Township 11 South, Range 12 East, section 18, to provide power to a private parcel. Standard construction vehicles will be used, including trucks and truck-mounted drill rigs. If necessary, land clearing will be accomplished by hydro-axe, chainsaw, or hand clearing methods for above ground vegetation only, without disturbing the root system. The easement is proposed to measure approximately 366.70 feet in length and 30 feet in width.

GVEA requested the easement be issued in perpetuity. The term of the public utility easement will be until no longer needed as a utility easement, or the easement is vacated through a public vacation process. Following termination, whether by abandonment, revocation, or any other means, the applicant shall rehabilitate the site to a condition that is acceptable to DMLW.

Performance Guaranty

A performance guaranty is intended to incentivize performance of the conditions of the entry authorization and easement and provide a mechanism for the State to ensure that the applicant shares in the financial burden in the event of noncompliance (including fee payment, survey, appraisal, etc.), restoration (interim and final), and any associated costs after termination or expiration of the easement. The applicant is required to submit a performance guaranty in the

amount of $5000 for the term of the entry authorization and easement. The guaranty may be adjusted to reflect updates and changes in the associated project, and the applicant may be required to provide an additional performance guaranty if DMLW determines there is additional risk to the State. The guaranty may be utilized by DMLW to cover actual costs incurred by the State to pay for necessary corrective actions in the event the applicant does not comply with site utilization and restoration requirements and other stipulations contained in the entry authorization or easement.

GVEA has a long history of compliance with the State. GVEA has a perpetual $5000 performance guarantee on file with the State.

Insurance

The applicant will be required to submit proof of insurance in an amount the insurance company determines necessary to protect both the State and the applicant from risks associated with the planned activities under the easement for ADL 422274. The applicant will be responsible for maintaining the necessary insurance during the term of the easement. The insurance may be adjusted to reflect updates and changes in the associated project and the applicant may be required to furnish additional insurance if DMLW determines there is additional risk to the State. A certificate of insurance listing the State of Alaska, Department of Natural Resources as an additional insured on the policy, or other insurance acceptable to the State, must be submitted to DMLW prior to entry on State land and must be maintained throughout the term of the easement. GVEA has a current Certificate of Insurance on file with DMLW.

Survey

A DMLW-approved as-built survey is required to determine the proper location and acreage of installed improvements and the associated easements on state-owned, DMLW-managed lands. Post construction details may be combined into a single final survey. The survey must be produced in accordance with survey instructions provided by the DMLW Survey Section and stamped by a Professional Land Surveyor registered in the State of Alaska. A final easement will not be issued until the as-built survey has been approved by DMLW. The applicant is required to submit a preliminary draft as-built survey a minimum of one year prior to the expiration of this authorization to allow adequate time for DMLW's review and approval of a final as-built survey.

Entry Authorization

The Entry Authorization (EA) is an interim authorization issued when a survey is necessary prior to easement issuance. Staff recommend that an entry authorization be issued for a term ending 3 years from the date of issuance for the purpose of constructing, surveying, operating, and maintaining the infrastructure considered herein prior to DMLW's issuance of a Public Utility Easement. An extension of the entry authorization may be granted at the written request of the applicant if granting the extension is deemed appropriate by DMLW and may be subject to applicable fees. If an extension is required, the applicant must contact DMLW no later than 30 days prior to the expiration of the entry authorization and certify there have been no changes to the approved development plan.

Fees

Under 11 AAC 05.070 (d)(2)(I), the applicant shall pay an annual interim land use fee of $120 per acre with a $240 minimum. Therefore, the fee for the term of this EA is $240 annually.

Under 11 AAC 05.070 (d)(2)(C), the applicant shall pay a one-time land use fee of $0.56 per linear foot, due prior to issuance of the EA. Therefore, the fee for the easement is $205.35 (366.7' x $0.56).

Additionally, the applicant shall pay applicable document recording fees prior to DMLW's execution and recordation of the easement document.

Regional Manager's Decision

Based upon the information provided by the applicant, as well as review of relevant planning documents, statutes, and regulations related to this application, it is the decision of DMLW to issue an easement as described above, on the condition that all stipulations are followed as described in the attached authorization.

When adjudicating an easement authorization pursuant to AS 38.05.850, DMLW seeks to responsibly develop Alaska's resources by making them available for maximum use and benefit consistent with public interest. In consideration of all events and criteria listed above, I hereby determine that the authorizations to be granted by this decision are consistent with DMLW's mission, that this project is consistent with the overall classification and management intent for this land, and that issuance of an authorization as described above is in the interest of the State of Alaska. The Department assumes no responsibility for maintenance or liability for injury or damages attributable to this authorization.

This decision may be rescinded by written notification if, after 60 days from the effective date of this decision, the applicant has not completed all requirements outlined in this decision for issuance of the authorization. Additional time may be allotted to complete these requirements; however, this will not extend the total term of the authorizations issued under this decision. This decision goes into effect and becomes a final administrative order and decision of the department on the 21st calendar day after signature.

Dianna Leinberger _____ 4.25.24 _____

Dianna Leinberger, Natural Resource Manager
DMLW Northern Region Land Office

Date

Attachments

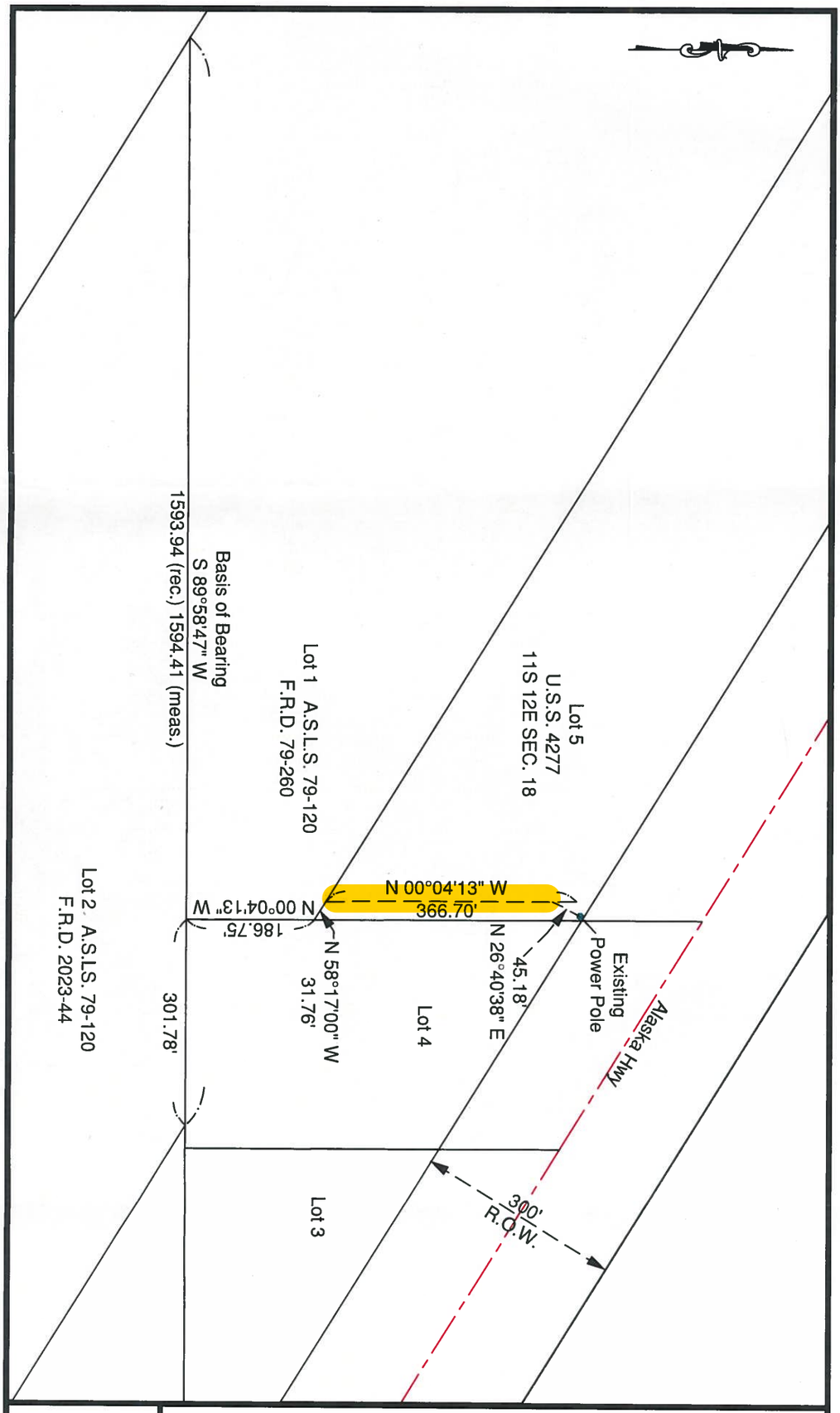
- Attachment A GVEA Easement Exhibit
- Entry authorization
- Draft easement document

Appeal

An eligible person affected by this decision may appeal to the DNR Commissioner per AS 44.37.011 and 11 AAC 02. Any appeal must be received within twenty (20) calendar days after issuance of this decision under 11 AAC 02.040. An eligible person must first appeal a decision to the Commissioner before seeking relief in superior court. The Alaska Court System establishes its own rules for timely appealing final administrative orders and decisions of the department.

Appeals may be mailed or hand-delivered to the DNR Commissioner's Office, 550 W. 7th Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918; or sent by electronic mail to dnr.appeals@alaska.gov. Appeals must be accompanied by the fee established in 11 AAC 05.160(d)(1)(F), which has been set at $200 under the provisions of 11 AAC 05.160 (a)-(b). A copy of 11 AAC 02 is available on the department's website at https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf.

Attachment A



GOLDEN VALLEY ELECTRIC EASEMENT EXHIBIT

NAME : NONE
LOCATION : NONE
SUBDIVISION : NONE
TOWNSHIP : NONE
GVEA MAP : NONE
DRAWING : O:\NONE

RANGE : NONE
GVEA W.O.: NONE

SECTION : NONE
DATE : NONE

EXHIBIT "A"
PAGE: 1 OF 1

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources
DIVISION OF MINING, LAND & WATER
Northern Regional Land Office
3700 Airport Way
Fairbanks, Alaska 99709-4699
Main: 907-451-2740
TTY: 771 or 800-770-8973
Fax: 907-451-2751

Entry Authorization

ADL 422275

Golden Valley Electric Association, herein known as the Grantee, is issued this Entry Authorization authorizing the use of state land.

Legal Description:

within Lot 5, Supplemental Plat of US Survey No. 4277., between Alaska Highway MP 1412-1413, south of the Alaska Highway. The proposed public utility easement is approximately 366.7 feet in length and 30 feet in width for a total of 0.25 acres, more or less. It is within Section 18, Township 11 South, Range 12 East, Fairbanks Meridian, in the Fairbanks Recording District as depicted on Attachment A.

This Entry Authorization is issued for the purpose of authorizing the following:

The construction and maintenance of a powerline to extend a powerline across state-owned, DMLW-managed lands.

This authorization is effective beginning _____ and ending _____ unless sooner terminated.

This Entry Authorization is issued subject to the following:

- Payment of the one-time use fee in the amount of $205.35.
- The $240 annual interim land use fee during the time of the entry authorization is due on or before the annual anniversary of the effective date of the decision. The non-receipt of a courtesy billing notice does not relieve the Grantee from the responsibility of paying fees on or before the due date.
- Maintenance of a performance guaranty in the amount of $5000 as required described in the stipulations below.
- Proof of insurance as described in stipulations below.

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. **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.
3. **Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
4. **Development Plan:** Development shall be limited to the authorized area, improvements, and maintenance activities 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.
5. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
6. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation. No public access easement may be terminated without the prior written approval of DMLW.
7. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
8. **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.
9. **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. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
10. **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.

11. **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.

12. **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.

13. **Concurrent Use:** 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. The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

14. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment.

15. **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.

16. **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.

17. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. 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.

18. **Operation of Vehicles:** Vehicles shall be operated without disturbing the vegetative mat and underlying substrate.

19. **Site Disturbance:** 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. Brush clearing is allowed, but should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this authorization. Grantee shall consider timing recommendations for land disturbance and vegetation clearing related to migratory birds.

20. **Ground Disturbance and Repair:** Grantee will refill holes, trenches and surface depressions resulting from development or maintenance activities with sand, gravel, native materials, or a

substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.

21. **Destruction of Markers:** The Grantee 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 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.

22. **Fuel and Hazardous Substances:** No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty.

23. **Fees:** The Grantee shall pay an annual interim fee of $240 during the term of the Entry Authorization.

24. **Returned Check Penalty:** A returned check penalty of $50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.

25. **Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either $50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.

26. **Performance Guaranty:** The Grantee is required to submit a bond to the Department in the amount of $5,000 for a performance guaranty, appraisal deposit (if appraisal is required) and survey deposit (if survey is required). The instrument may only be released in writing by the AO upon fulfillment of all stipulations and conditions of this authorization. In the event the Grantee fails to comply prior to expiration of the Entry Authorization, all or part of the bond may be used to cover the State's costs to restore the project site or survey or appraise ADL 422275. Any application for modifications to ADL 422275 may require adjustment of the bond. The provisions of this authorization shall not prejudice the State's right to obtain remedy under any law or regulation.

27. **Insurance:** Consistent with 11 AAC 96.065 the Grantee shall secure or purchase at its own expense, and maintain in force at all times during the term of this permit, liability coverage and limits consistent with what is professionally recommended as adequate to protect the Grantee (the insured) and Grantor (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Grantee must provide for a 60-day prior notice to the State before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional

named insured on the policy with respect to the operations of the Grantee on or in conjunction with the permitted premises, referred to as ADL 422275.

28. **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.

29. **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 the Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the authorization.

30. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **Notification of Discharge: Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a 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 must be made to DEC online at ReportSpills.alaska.gov or by phone at 1-800-478-9300.

    Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8528; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email dnr.sero.spill@alaska.gov, (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.

37. **Extensions:** the AO may approve a written request to extend this authorization if additional time is necessary to meet its requirements. The written request must certify that there have been no changes to the approved development plan and be received at least 30 days before the expiration date of this authorization. Additional fees may be required.

38. **Existing Easements:** In the event that this authorization shall in any manner conflict with or overlap a previously granted easement or right-of-way, the Grantee shall use this authorization in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

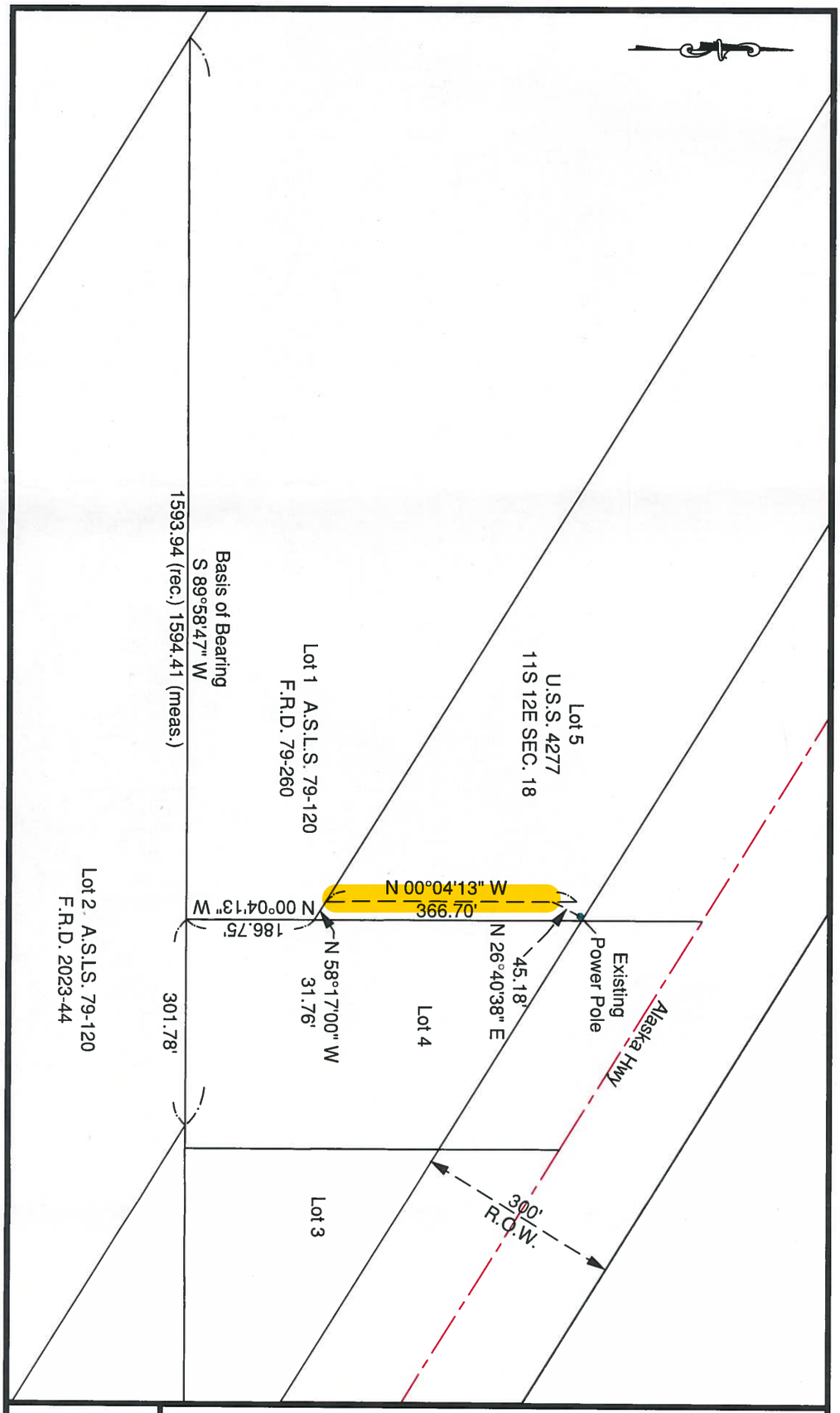
39. **Survey:** The Grantee shall submit a record of survey format as-built acceptable to the standards of the Survey Section prior to the expiration of this Entry Authorization. The Grantee is required to submit a preliminary draft as-built survey one year prior to the expiration of this authorization to allow adequate time for the State's review and approval of a final as-built survey. The easement will not be issued until the survey has been approved by the DMLW.

Any correspondence on this authorization may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Northern Regional Lands Office, 3700 Airport Way, Fairbanks, Alaska, 99709, (907) 451-2740.

I have read and understand all of the foregoing and attached stipulations. By signing this authorization, I agree to conduct the authorized activity in accordance with the terms and conditions of this authorization.

Signature of Grantee or Authorized Representative		Title	Date
Grantee's Address	City	State	Zip
Contact Person	Home Phone	Work Phone	
Signature of Authorized State Representative		Title	Date

Attachment A



GOLDEN VALLEY ELECTRIC EASEMENT EXHIBIT

NAME : NONE
LOCATION : NONE
SUBDIVISION : NONE
TOWNSHIP : NONE
GVEA MAP : NONE
DRAWING : O:\NONE

RANGE : NONE
GVEA W.O.: NONE

SECTION : NONE
DATE : NONE

EXHIBIT "A"
PAGE: 1 OF 1

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

ADL 422275
Public Utility Easement
Golden Valley Electric Association

This easement is granted this ____ day of _____, _____, by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, Alaska 99709, hereinafter referred to as the Grantor. This easement is granted to Golden Valley Electric Association, whose address is PO Box 71249, Fairbanks, Alaska 99707, hereinafter referred to as the Grantee.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public utility easement is hereby granted for an indefinite term. This easement is located near Alaska Highway Milepost 1412-1413, over and across the following described state lands:

> Within Section 18, Township 11 South, Range 12 East, Fairbanks Meridian, in the Fairbanks Recording District. The easement 366.7 feet in length and 30 feet in width for a total of 0.25 acres, more or less. The easement is depicted on As-Built Survey EPF_____, recorded concurrently as Plat #_____, Fairbanks Recording District.

This easement is subject to the terms and conditions contained herein.

In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, the Grantee shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.

This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the conditions of this easement including all attachments and documents that are incorporated by reference, the Grantee is authorized to operate and maintain said easement over and across lands herein described. In witness whereof, the Grantor and the Grantee have affixed their signatures on the date(s) specified herein.

[SIGNATURE PAGES FOLLOW]

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GRANTOR

_____
Northern Regional Manager, Natural Resource Manager 3
Northern Regional Land Office, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public in and for the State of Alaska
My commission expires with office

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GRANTEE

_____
Authorized Agent, Golden Valley Electric Association

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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public in and for the State of Alaska
My commission expires: _____

WHEN RECORDED, RETURN DOCUMENT TO:
Department of Natural Resources
Division of Mining, Land and Water
3700 Airport Way
Fairbanks, Alaska 99709

OFFICIAL STATE BUSINESS – NO CHARGE

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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. **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.
3. **Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
4. **Development Plan:** Development shall be limited to the authorized area, improvements, and maintenance activities 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.
5. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
6. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation. No public access easement may be terminated without the prior written approval of DMLW.
7. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
8. **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.
9. **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. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.

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10. **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.

11. **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.

12. **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.

13. **Concurrent Use:** 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. The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

14. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment.

15. **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.

16. **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.

17. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. 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.

18. **Operation of Vehicles:** Vehicles shall be operated without disturbing the vegetative mat and underlying substrate.

19. **Site Disturbance:** 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. Brush clearing is allowed, but should be kept to the minimum necessary. Removal or destruction of the

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vegetative mat is not authorized under this authorization. Grantee shall consider timing recommendations for land disturbance and vegetation clearing related to migratory birds.

20. **Ground Disturbance and Repair:** Grantee will refill holes, trenches and surface depressions resulting from development or maintenance activities with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.

21. **Destruction of Markers:** The Grantee 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 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.

22. **Fuel and Hazardous Substances:** No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty.

23. **Performance Guaranty:** The Grantee is required to submit a bond to the Department in the amount of $5,000 for a performance guaranty, appraisal deposit (if appraisal is required) and survey deposit (if survey is required). The instrument may only be released in writing by the AO upon fulfillment of all stipulations and conditions of this authorization. In the event the Grantee fails to comply prior to expiration of the Entry Authorization, all or part of the bond may be used to cover the State's costs to restore the project site or survey or appraise ADL 422275. Any application for modifications to ADL 422275 may require adjustment of the bond. The provisions of this authorization shall not prejudice the State's right to obtain remedy under any law or regulation.

24. **Insurance:** Consistent with 11 AAC 96.065 the Grantee shall secure or purchase at its own expense, and maintain in force at all times during the term of this permit, liability coverage and limits consistent with what is professionally recommended as adequate to protect the Grantee (the insured) and Grantor (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Grantee must provide for a 60-day prior notice to the State before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional named insured on the policy with respect to the operations of the Grantee on or in conjunction with the permitted premises, referred to as ADL 422275.

25. **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.

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26. **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 the Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the authorization.

27. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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33. **Notification of Discharge: Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a 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 must be made to DEC online at ReportSpills.alaska.gov or by phone at 1-800-478-9300.

    Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8528; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email dnr.sero.spill@alaska.gov, (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.

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