

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

and the

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

ADL 421711  
Public Access Easement

This easement is granted this \_\_\_ day of \_\_\_, 20\_\_\_ by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, AK 99709 , hereinafter referred to as the Grantor. This easement is granted to the Department of Transportation and Public Facilities, 2301 Peger Road, Fairbanks, AK 99709, 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 access easement is hereby granted in perpetuity for highway purposes. This easement is located on the east side of the Alaska Highway near milepost 1250, over and across the following described state lands:

Within Sections 18 and 19, Township 13 North, Range 21 East, Copper River Meridian, in the Fairbanks Recording District. The easement is \_\_\_ feet in length and \_\_\_ feet in width for a total of \_\_\_ acres, more or less. [The easement is depicted on XXXXX, included as "Attachment A" to this document.] OR [As-Built Survey EPF XXXXXX, recorded concurrently as Plat # \_\_\_\_\_, XXXXX 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.

**GRANTOR**

\_\_\_\_\_  
Jeanne Pigors, Natural Resource Manager 3

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 \_\_\_\_\_ to be known and 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

**GRANTEE**

\_\_\_\_\_  
Barry L. Hooper, P.E., Chief, Right of Way,  
Department of Transportation and Public Facilities

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known and 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

OFFICIAL STATE BUSINESS, NO CHARGE

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

## Stipulations

1. **Grantor:** The Grantor for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area.
3. **Incurred Expenses:** The Grantor shall not be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this transfer of management authority.
4. **Waiver of Forbearance:** Any failure on the part of the Grantor 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 Grantor to enforce any terms in the event of any subsequent violations of terms of this authorization.
5. **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.
6. **Assignment:** This authorization may be transferred or assigned with prior written approval from the Grantor to a municipal entity qualified to operate and maintain public highways.
7. **Site Restoration:** Land returned to the Department of Natural Resources for any reason shall be returned in an environmental, physical, and marketable condition acceptable to the Grantor.
8. **Request for Information:** The Grantor, at any time, may require the Grantee's contractors or subcontractors to provide any information directly or indirectly related to this authorization that is otherwise publicly accessible, consistent with applicable records handling procedures.
9. **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.

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. **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 Grantor in advance and may require additional fees and changes to the terms of this authorization.
12. **Proper Location:** This authorization is only for use of 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.
13. **Fire Prevention, Protection and Liability:** The Grantee shall ensure that its contractors and subcontractors take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall ensure that its contractors and subcontractors assume full liability for any damage to state land and structures resulting from the negligent use of fire. The DNR is not liable for damage to the Grantee's 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.