

State of Alaska  
Department of Commerce, Community and Economic Development  
Municipal Trust Land

Utility Easement for  
Fiber Optic Cable

This Utility Easement (Easement) is entered into and between the State of Alaska, Department of Commerce, Community, and Economic Development, as Trustee for any future city in Chignik Lake, Alaska, the Grantor, whose address is 550 W 7th Ave, Ste 1650, Anchorage, AK 99501, and the GCI Communication Corp., the Grantee, with offices at 2550 Denali St., Suite 1000, Anchorage, AK 99503.

The parties agree as follows:

1. The Land: This Easement provides the Grantee the right to construct, operate, and maintain a fiber optic cable ("FOC") on the surface estate of the following real property located in Chignik Lake, Alaska.

The surface estate of that certain real property located within: Section 30, Township 45 South, Range 60 West; Sections 25 and 26, Township 45 South, Range 61 West, Seward Meridian; and within the remainder of Tract B of Plat 96-25, and two tracts identified as Chignik Lake Road as shown on Plat 97-15, all of the Aleutian Islands Recording District, more particularly described in Appendix A, attached to this agreement.

2. Final Location: The final location of the Easement for the BMH and FOC facilities will be determined upon completion of construction. Grantee will provide Grantor an as-built survey ("As-Built") by a registered land surveyor of the portion of the project on Grantor's property within two years of completion of project construction.
3. Non-use: This Easement shall at the Grantors election terminate for some of the uses and portions of this Easement corridor, abandoned, herein defined as non-use for any 36 consecutive months, and said interests granted herein shall revert to the Grantor, or its successor, upon the Grantors issuance and recording of an Easement termination.
4. Partial Waiver of Fair Market Value/Rental: The fair market value requirement for this disposal of municipal trust land is waived, in part, pursuant to 3 AAC 190.460(1). The waiver will apply to any segment the surveyed segments of Chignik Lake Road, with the intent that the surveyed sections of the road right-of-way was for public access and utilities.
5. Fair Mark Value/Rental for Unsurveyed Road Right-of-Way:
  - a. The Grantee shall pay to the Lessor annual rental payments in the amount of \$500.00. However, this rental amount shall be adjusted based on a formal appraisal conducted on or before one (1) year after the acceptance of a completed as-built survey.

- b. The first payment is due on or before the effective date of this Lease and all subsequent payments are due on or before each Lease anniversary date.
  - c. The initial formal appraisal, and all subsequent reappraisals, shall be carried out by an independent appraiser selected by the Lessee. All costs of the initial appraisal, and of all subsequent reappraisals, shall be borne by the Lessee.
  - d. The annual rental payment is subject to adjustment by the Lessor five years from the first payment date as set out in (a) of this section and every fifth Lease anniversary date thereafter. The rental payment shall be based on the appraised fair market value of the Leasehold (3 AAC 190.450). The new annual rental payment takes effect on the applicable Easement anniversary date, regardless of whether the adjustment determination occurs before or after the applicable Easement anniversary date.
  - e. The Grantee's rental obligations described in this section shall survive the expiration, forfeiture, relinquishment, abandonment, or other termination of this Lease, and shall continue until all Grantee's obligations have been terminated by the Grantor.
6. Reservation of Rights: The Grantor reserves the right to grant to others the rights to use the land not specifically and exclusively granted in this agreement. Only such rights are granted hereby as are necessary for the construction, operation and maintenance of BMH and FOC improvements.
7. Valid Existing Rights: This agreement is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the effective date this agreement.
8. Formation of a City: The parties acknowledge that this Easement is subject to the potential conveyance of the land to a first or second-class city that may form in Chignik Lake. If a first or second-class city forms during the duration of this agreement, the respective City shall succeed to the Grantor's interest upon the conveyance of the land.
9. Indemnification: Grantee agrees to indemnify or hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgements, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of the Grantee, Grantee's officers, agents and employees, in connection with the Grantee's construction, operation and maintenance of said improvements and its use of or presence on the property.
10. Construction and Operation: At no cost to the Grantor, the Grantee will construct, operate and maintain the improvements necessary for the Grantees BMH and FOC operation. The Grantee will conduct all activities authorized by this Easement in compliance with current and subsequent Federal, State, and local laws, ordinances, rules and regulations. The Grantee will take reasonable and prudent steps to protect the surface of the area in this easement agreement and natural resources and improvements thereon and maintain the land in a neat and clean condition to the satisfaction of the Grantor.

11. Notices: All notices and other writings required or permitted by this easement must be sent to the parties. The current address of the Grantor and Grantee are:

GRANTOR: Municipal Land Trust Officer  
Department of Commerce,  
Community and Economic Development  
550 W. 7th Avenue, Suite 1650  
Anchorage, AK 99501

GRANTEE: GCI Communication Corp.  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

12. Encumbrance of Land: The rights granted to and duties assumed by the Grantee under this Easement may not be assigned or delegated by the Grantee without the prior written consent of the Grantor. Any attempted assignment or delegation by the Grantee without the prior written consent of the Grantor shall be void.

13. Amendments: This Easement may be amended from time to time, as may be necessary, by mutual consent of both parties, provided, however, that no amendment to the Easement shall be effective unless in writing and signed by both parties.

BY SIGNING THIS Easement, the Grantor and Grantee, agree to be bound by the provisions as set out above.

Attachments

Appendix A: Property Plan (3 Pages)

Appendix B: Chignik Lake Village Council Resolution (2 Pages)

[SIGNATURE PAGES FOLLOW]

24-0926

Grantee:

GCI Communication Corp.  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ALASKA            )  
                                          ) ss:  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of GCI Communication Corp., the Grantee, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

(SEAL)

\_\_\_\_\_  
Notary Public for Alaska

My commission expires: \_\_\_\_\_

GRANTOR:

State of Alaska  
Department of Commerce,  
Community and Economic Development  
as Trustee for any future city established  
in Chignik Lake, Alaska

By:

\_\_\_\_\_  
Municipal Land Trust Officer

ACKNOWLEDGEMENT

STATE OF ALASKA                    )  
                                              ) ss:  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came Sandra Moller, Municipal Land Trust Officer, acting under delegation of authority for the Commissioner of the Department of Commerce, Community, and Economic Development, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Chignik Lake, Alaska, and acknowledged that this EASEMENT was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in herself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public for Alaska

My Commission expires: \_\_\_\_\_