

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
ADL 422723
Private Non-Exclusive Access Easement
Department of Natural Resources

This easement is granted this XXth day of MONTH, YEAR, by the State of Alaska, acting by and through the Department of Natural Resources, whose address is 3700 Airport Way, Fairbanks, AK 99709, to itself, hereinafter referred to as the Grantor and, on behalf of the public, the Grantee.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a private non-exclusive access easement is hereby granted for an indefinite term for access for governmental purposes, material sale contracts, pipeline or utility management purposes, and other uses not prohibited by AS 19.40. This easement is located near milepost 290.5 of the Dalton Highway, over and across the following described state lands:

Within Section 30, Township 30 North, Range 11 West, Fairbanks Meridian, in the Fairbanks Recording District. The easement is XXXX feet in length and 100 feet in width for a total of XX.XX acres, more or less. The easement is depicted on XXXXX, included as "Attachment A" to this document.

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 another easement or right-of-way, the Entryperson shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the other easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Unless management transfer is explicitly enumerated in a conveyance document, management of this easement is reserved to the State on any lands conveyed from State ownership.

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 Entryperson 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

Dianna Leinberger, Regional Manager
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA)
) ss
4th 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

GRANTEE (ON BEHALF OF THE PUBLIC)

Dianna Leinberger, Regional Manager
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA)
) ss
4th 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

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, State Pipeline Coordinator, or designees. Any modification of the terms of this document requires concurrence from both the Regional Manager and the State Pipeline Coordinator.
2. **Entryperson:** In this document, Entryperson is defined as a person or entity that uses this easement. Use could include travel, maintenance, and/or development activities as allowed under this document or subsequent written authorization issued pursuant to this document.
3. **Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. The Entryperson 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 development plan or subsequent modifications approved by the AO. The Entryperson 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. **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.
7. **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.
8. **Concurrent Use:** DNR reserves the right to grant additional authorizations such as permits, easements, or leases, to third parties such as Alyeska or others for substantially similar or other 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.

DNR may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

- 9. Assignment:** This authorization may not be transferred or assigned without the prior written consent of both the Regional Manager and the State Pipeline Coordinator. The Grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment.
- 10. 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.
- 11. Written Authorization Required:** An Entryperson other than the Alaska Department of Transportation & Public Facilities must obtain written permission from the AO for any activity that exceeds the Generally Allowed Uses of State Land (11 AAC 96.020).
- 12. Site Disturbance:** The Entryperson shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the Entryperson's expense.
- 13. Destruction of Markers:** The Entryperson shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Entryperson shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Entryperson's expense in accordance with accepted survey practices of the DMLW.
- 14. Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Entryperson connected with the activities directly or indirectly related to this authorization.
- 15. 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 Entryperson 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.
- 16. Compliance with Government Requirements:** The Entryperson shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Entryperson shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
- 17. Notification of Discharge:** Notification of Discharge: The Entrypersons 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.