

**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 103257**

THIS AGREEMENT made and entered into this 1st day of November, 2013 by and between the **STATE OF ALASKA**, acting by and through the Department of Natural Resources, Division of Mining, Land & Water, hereinafter referred to as Grantor, and **the University of Alaska Southeast**, hereinafter referred to as Grantee.

WITNESSETH, that in accordance with the provisions of Sec. 38.05.850, A.S. and the rules and regulations promulgated thereunder, Grantee having filed an application with the Division for an easement for the continued use and maintenance of two 6 inch diameter seawater intake lines, two reinforced concrete intake structures, and one 6 inch diameter discharge line 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 no purpose other than the location, construction, and maintenance of the said easement over and across the following described State lands, to wit:

**The easement consisting of 1.1 acres, more or less, is located within Section 23, Township 40 South, Range 65 East, Copper River Meridian and depicted on Attachment A.**

TO HAVE AND TO HOLD the same until the above described land shall no longer be used for the above-mentioned purpose and subject to conditions and reservations elsewhere set forth herein and any "Special Conditions".

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 herein 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 the consent therefore 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 indenture shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water and all other Federal, State or Municipal laws, regulations or ordinances applicable to the area herein granted.

## TERMS and CONDITIONS

1. This Easement is issued for a period of 25 years and is subject to revocation with cause. This easement shall expire on October 31, 2038.
2. Grantor reserves the right to allow other like or compatible uses of the easement and the right to require such users to enter into an equitable maintenance agreement with the holder of this easement. The equitableness of any such agreement shall be determined by Grantor.
3. Grantor assumes neither responsibility for maintenance of improvements constructed within public easements on state land, nor liability for injuries or damages attributable to that construction. Grantor also makes no warranty that dedicated lands are suitable for the existing use.
4. Public access shall not be precluded by activities or structures allowed by this right-of-way/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 overland access commonly used by the public. The interests served by the public trust doctrine, specifically the right of the public to use navigable waterways and the land beneath them for navigation, commerce, fishing, hunting, protection of the areas for ecological study, and other purposes, will be protected. Interference with the rights of the public to use a public easement is an actionable cause at law.
5. 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 easement, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this easement. 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 Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the easement.
6. Grantee shall immediately notify the Department of Environmental Conservation (DEC) by telephone, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail, informing DEC of: any unauthorized discharges of oil to water, any discharge of hazardous substances other than oil; and any discharge or cumulative discharge of oil greater than 55 gallons solely to land and outside an impermeable containment area. 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, Grantee shall report the discharge within 48 hours, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail. Any discharge of oil, including a cumulative discharge, solely to land greater than one gallon up to 10 gallons must be reported in writing on a monthly basis. The posting of information requirements of 18 AAC75.305 shall be met. Scope and Duration of Initial Response Actions (18 AAC 75.310) and reporting requirements of 18 AAC 75, Article 3 also apply.  
  
Grantee shall supply DEC with all follow-up incident reports. Notification of a discharge must be made to the nearest DEC Area Response Team during working hours: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-2237. The DEC oil spill report number outside normal business hours is (800) 478-9300.
7. 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. Particular attention must be paid to preventing pollution and siltation of any waterways and to preventing disturbances to fish and wildlife populations and habitats.

8. All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts shall be protected against damage, destruction, or obliteration. Grantee shall notify Grantor of any damaged, destroyed, or obliterated markers and shall reestablish the markers at Grantee's expense in accordance with accepted survey practices of the Division of Mining, Land & Water.

9. All solid waste and debris generated from activities conducted under this Easement shall be removed to a facility approved by the Alaska Department of Environmental Conservation (DEC).

10. 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.

Prior to abandonment or termination by the Grantee, or within 90 days of termination, revocation or cancellation of this indenture by the Grantor, Grantee shall, within 90 days, 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 the same was upon the issuance of this easement. Should Grantee fail or refuse to remove the structures or improvements, within the time allotted, 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.

Grantee shall utilize the lands herein granted consistent with the purposes of the proposed use, as revealed by the application therefore, and shall maintain the premises in a neat and orderly manner and shall adopt and apply such safety measures as shall be necessary, proper and prudent with respect to the use to which the land is subjected.

Any lands included in this easement which are sold under a contract to purchase shall be subject to this easement. Upon issuance of title to the purchaser, this easement shall remain in effect until its date of expiration.

In the event that the necessity for the easement shall no longer exist, or Grantee should abandon or fail to use the same, then this easement shall terminate.

The State of Alaska shall be forever wholly absolved from any liability for damages which might result to Grantee herein on account of this easement having been canceled, forfeited, or terminated prior to the expiration of the full term for which it was issued.

NOW THEREFORE, in accordance with the provisions of Sec. 38.05.850, A.S. and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached hereto and made a part hereof, Grantee herein is hereby authorized to locate, construct, operate, and maintain said easement over and across the lands herein described.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in duplicate and Grantee herein has hereunto affixed his signature on the day and year first above written.

GRANTOR:

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Southeast Regional Manager  
Division of Mining, Land & Water

STATE OF ALASKA            )  
  ) ss  
FIRST JUDICIAL DISTRICT    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared David L. Kelley known to me and known by me to be the Southeast Regional Manager of the Division of Mining, Land & Water of the State of Alaska, Department of Natural Resources, and who 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\_\_\_\_\_

GRANTEE:

University of Alaska

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

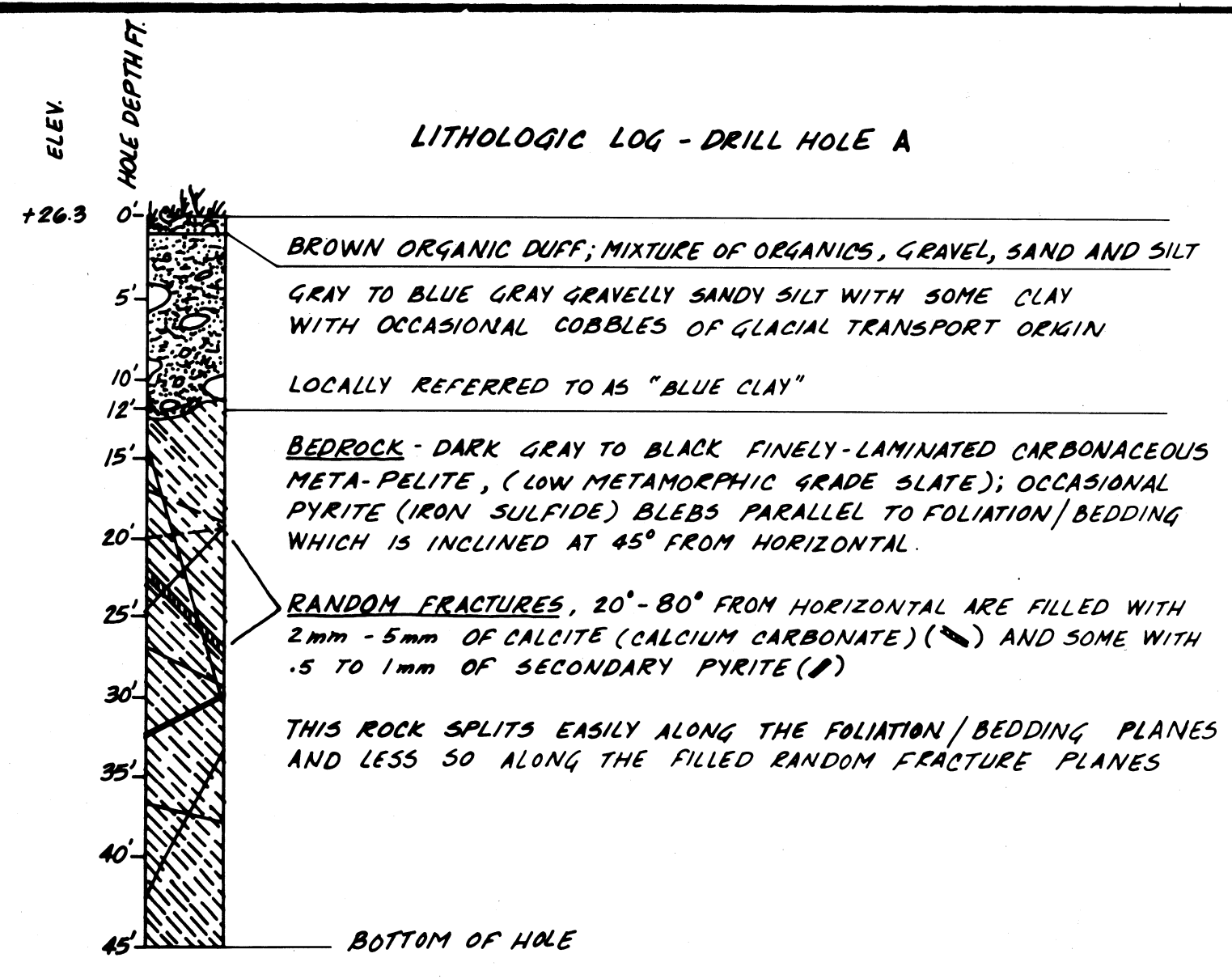
Title: \_\_\_\_\_

STATE OF ALASKA            )  
  ) ss  
FIRST JUDICIAL DISTRICT    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned Notary Public in and for the State of Alaska, personally appeared Kit Duke, known to me to be the Associate Vice President of Facilities and Land Management for the University of Alaska, and who acknowledged to me that she executed the same for and on behalf of **the University of Alaska Southeast**, and that she is fully authorized to do so, and she acknowledged to me that she signed and executed the same freely and voluntarily for the uses and purposes stated therein.

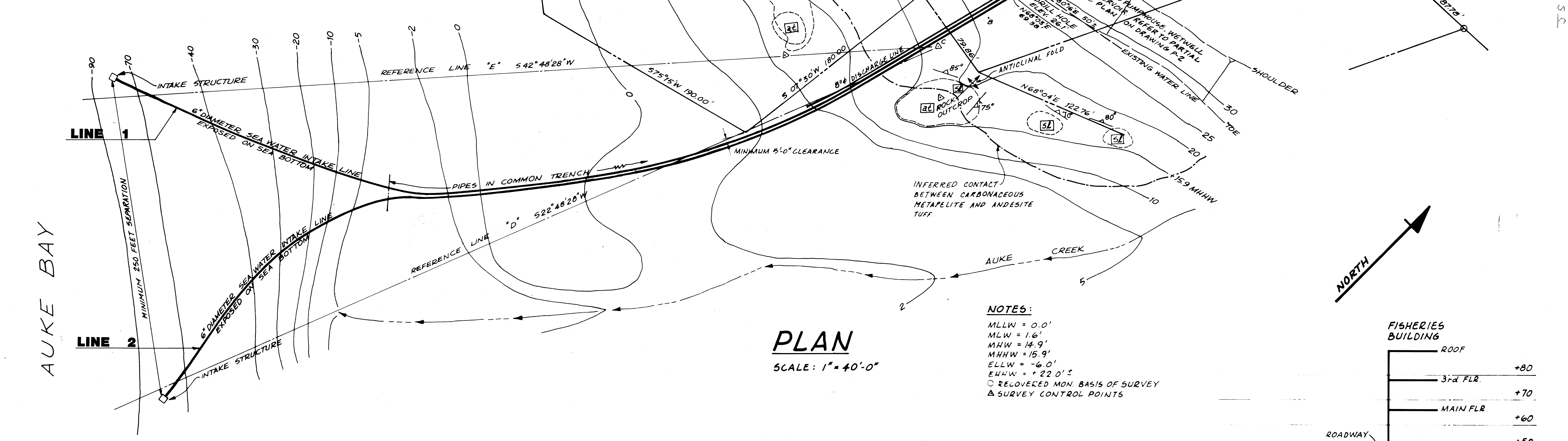
\_\_\_\_\_  
Notary Public for the State of Alaska.  
My Commission expires\_\_\_\_\_

Attachments: A - EASEMENT DIAGRAM



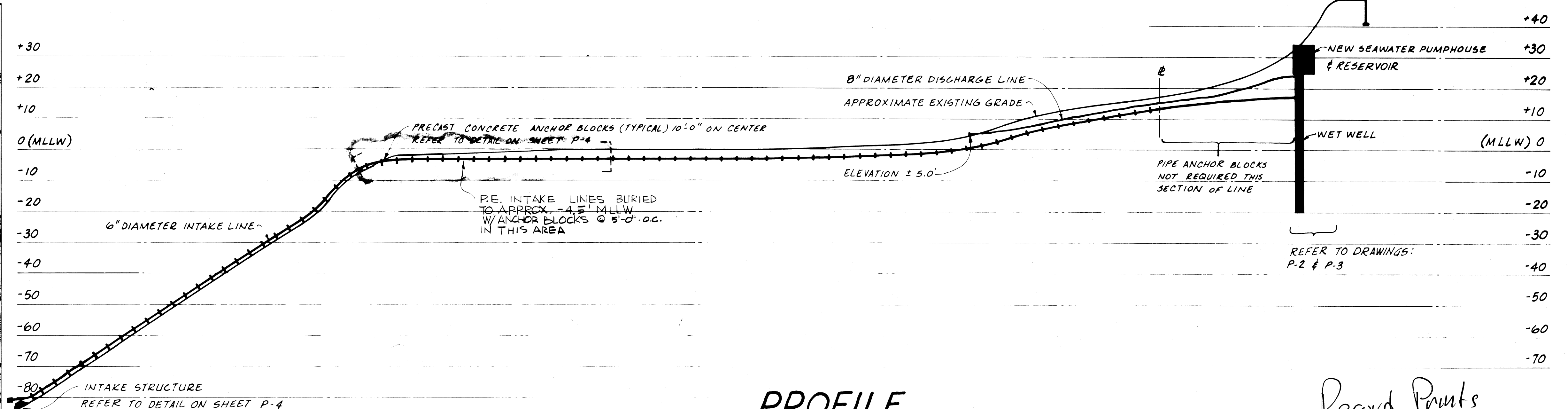
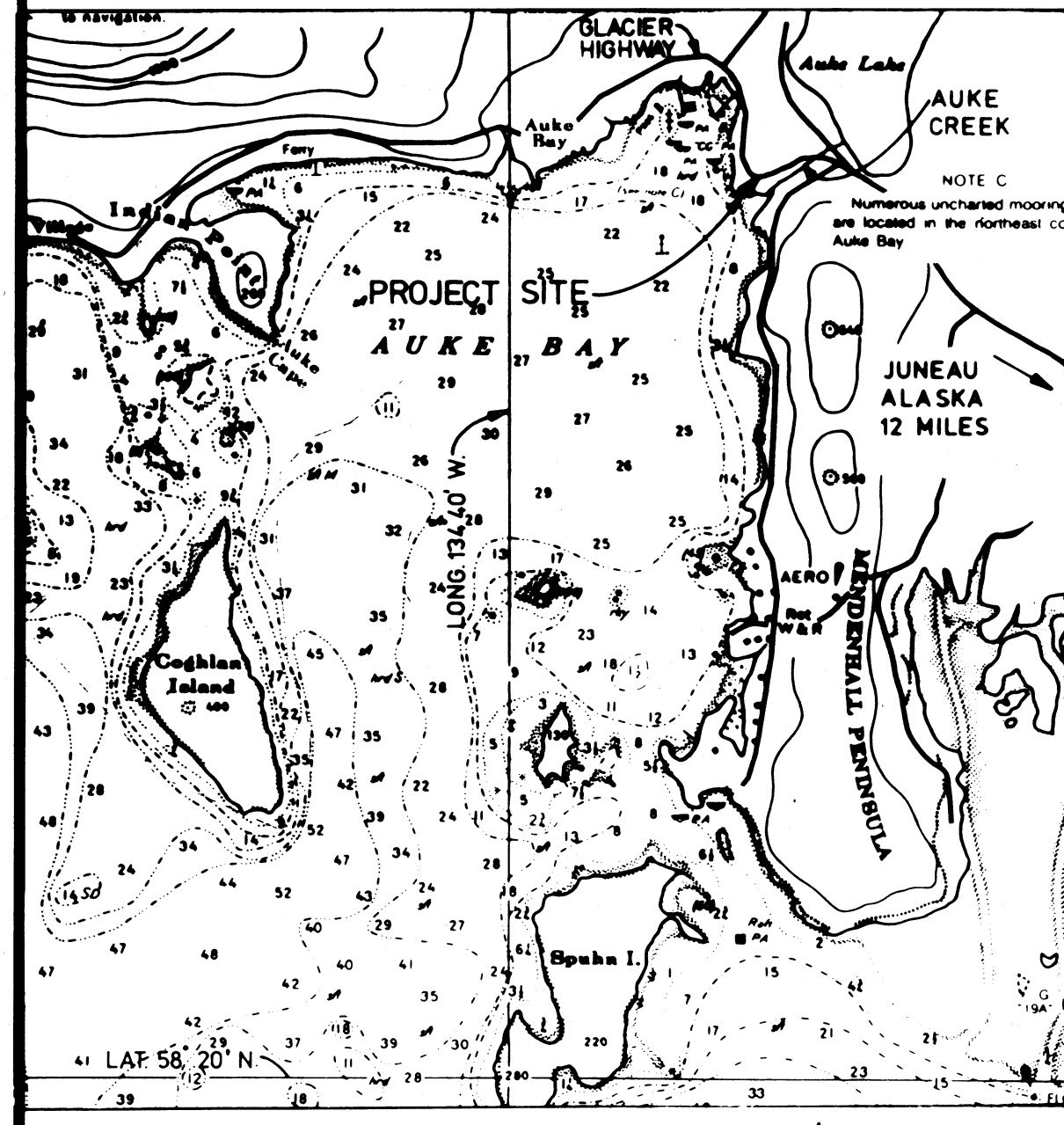
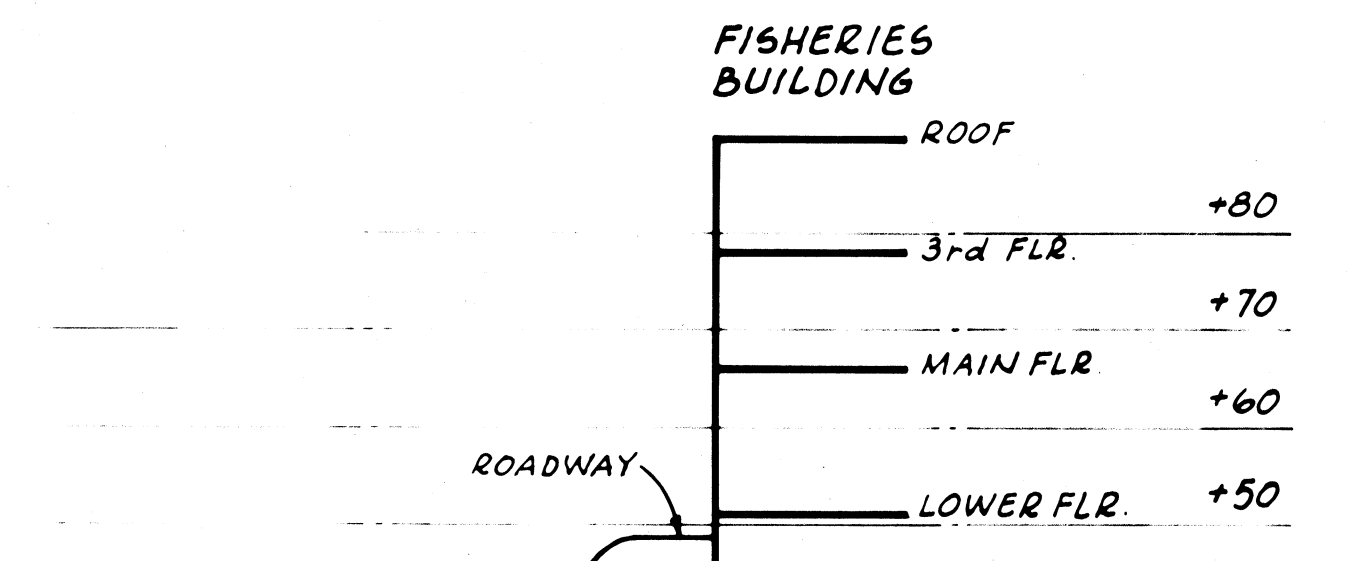
- NOTES:**
- ✕ ANTICLINAL FOLD AXIS
  - ↘ 50° STRIKE AND DIP OF FOLIATION
  - ↘ 45° STRIKE AND DIP OF BEDDING
  - OUTCROP (APPROX.) BEDROCK
  - ▣ GRAY-BLACK METAPELITE (SLATE)
  - ▣ IT. GREEN TO GREEN ANDESITE TUFF (GREENSTONE)
  - DRILL HOLE, VERTICAL

**NOTE:**  
AREAS NOT EXPOSED AS BEDROCK ARE MANTLED WITH BEACH AND MARINE DEPOSITS OF SILT, SAND, GRAVEL COBBLES AND BOULDERS.



**PLAN**  
SCALE: 1" = 40'-0"

- NOTES:**
- MLLW = 0.0'
  - MLW = 1.6'
  - MHW = 14.9'
  - MHHW = 15.9'
  - ELLW = -6.0'
  - EHHW = +22.0'±
  - RECOVERED MON. BASIS OF SURVEY
  - △ SURVEY CONTROL POINTS



**PROFILE**  
HORIZONTAL SCALE: 1" = 40'-0"  
VERTICAL SCALE: 1" = 20'-0"

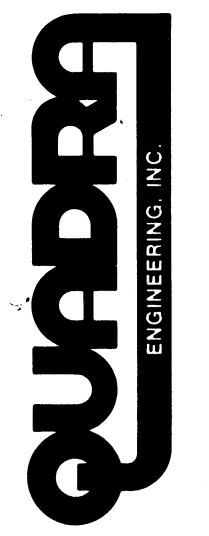
Record Prints  
2/85 - D.F.

DWT JOB NO. 81-6737

55109

Drawn by J. DEBORNE, D. BOLA  
Date JUNE 1982  
Checked by T. MARANDA  
Date JULY 1982  
Scale 1" = 40'-0"

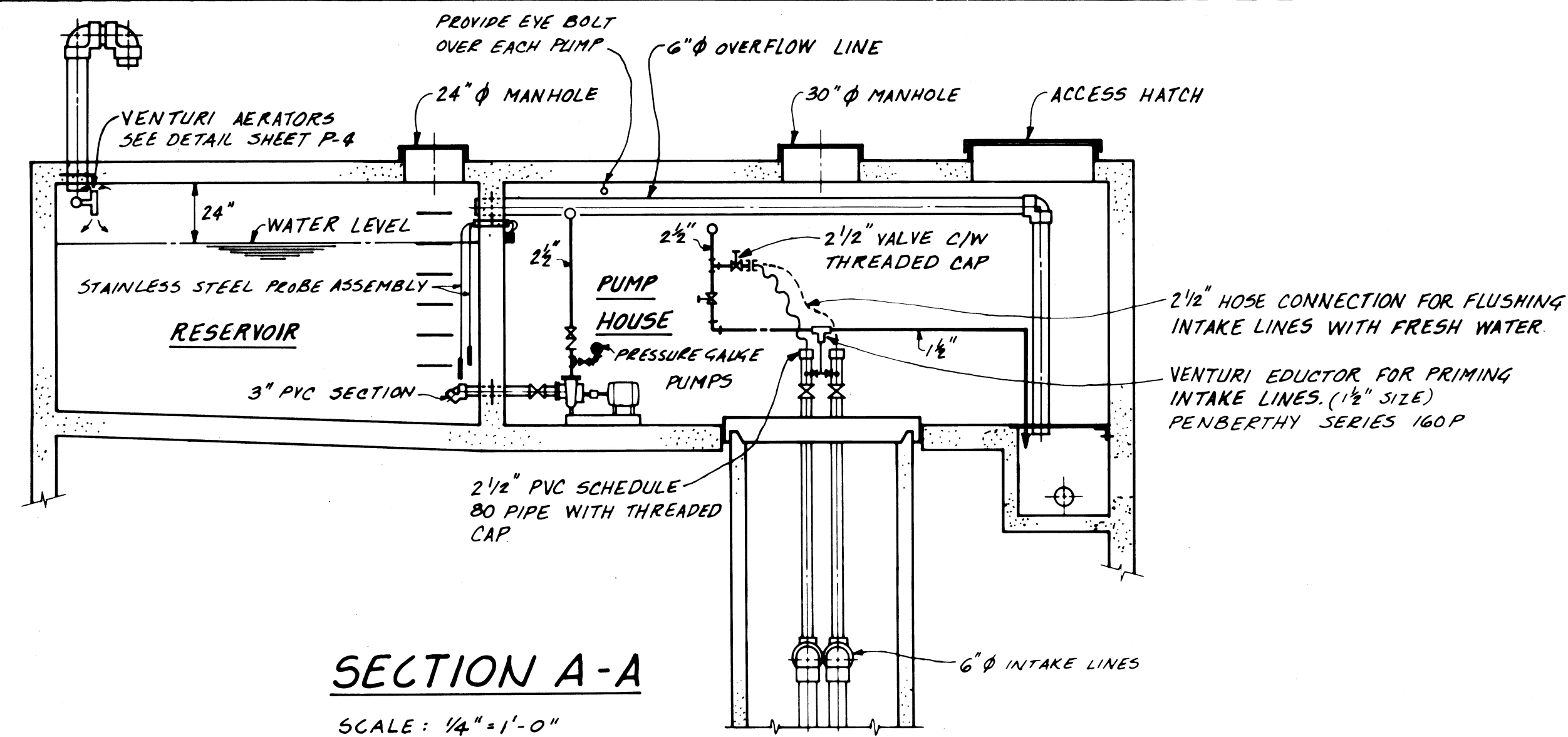
D. W. THOMSON CONSULTANTS LTD.  
CONSULTING ENGINEERS - MECHANICAL - ELECTRICAL - CIVIL  
VANCOUVER  
VICTORIA  
SEATTLE



55109

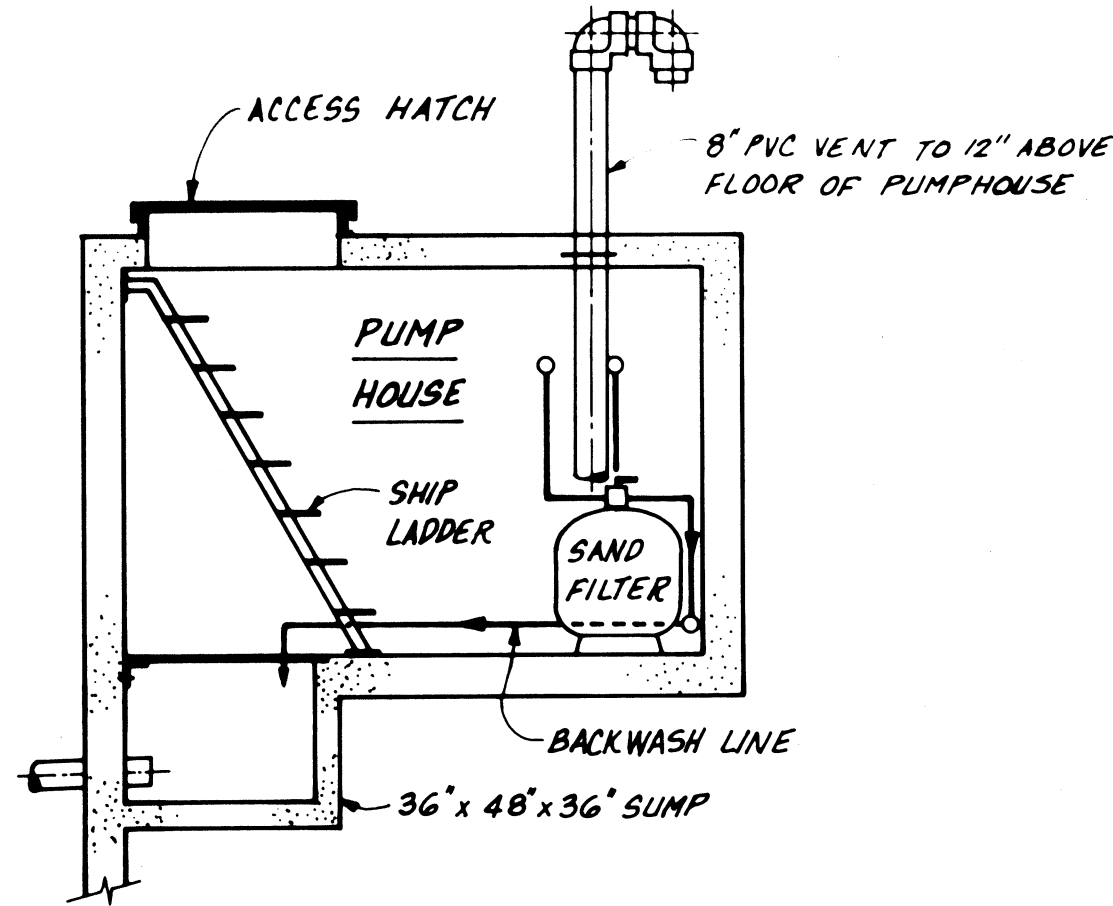


NOTES:  
REFER TO STRUCTURAL DRAWINGS  
FOR DETAILS OF HATCHES,  
MANHOLES, ETC.



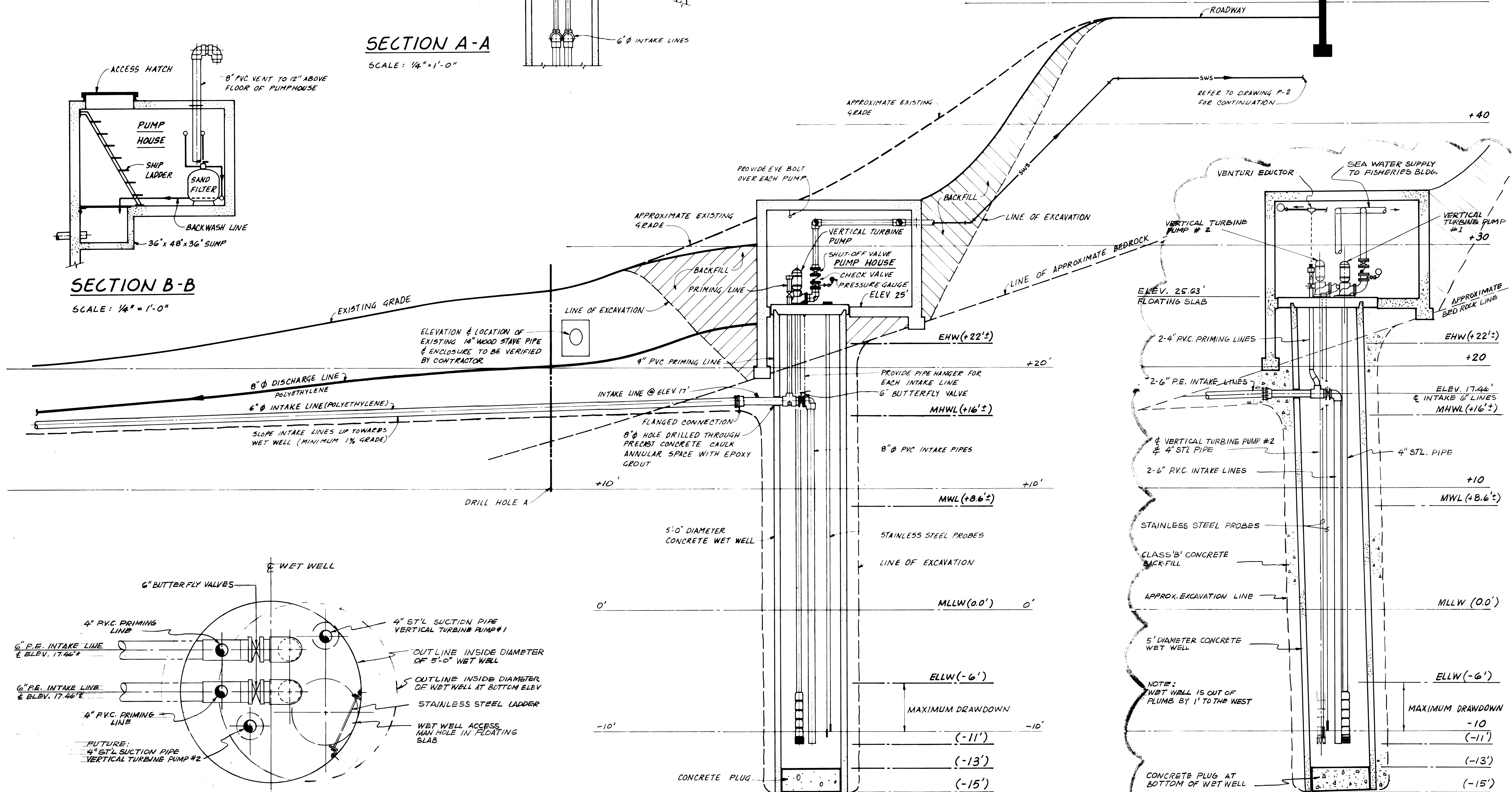
SECTION A-A

SCALE: 1/4" = 1'-0"



SECTION B-B

SCALE: 1/4" = 1'-0"



"AS-BUILT" PLAN  
WET WELL PIPING ARRANGEMENT  
(@ELEV. 17.46')

SEE AS-BUILT SECTION AT RIGHT

WET WELL AS-BUILT

JULY 28, 1983

DWT. JOB NO. 81-6737

**SEA WATER SUPPLY SYSTEM**  
UNIVERSITY OF ALASKA  
AUKU BAY

SHEET NO. **P-3 of 4**

---

**SECTIONS**

---

Drawn by J. DELORNE, D. BOGA  
Date JUNE 1982  
Checked by T. MARANDA  
Date JULY 1982  
Scale 1/4" = 1'-0"

---

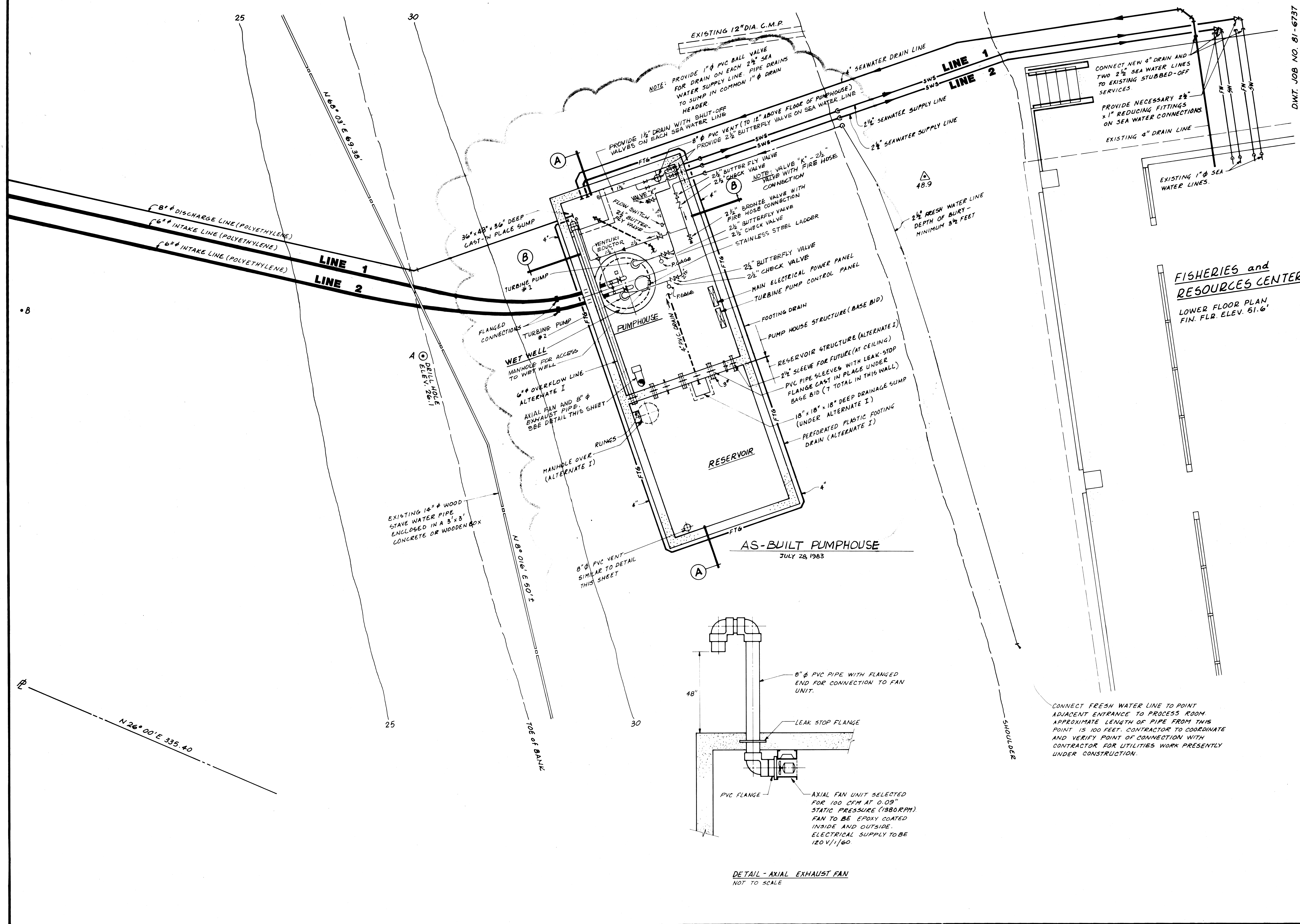
**UNIVERSITY OF ALASKA**  
OFFICE OF FACILITIES  
PLANNING & CONSTRUCTION

---

D. W. THOMSON CONSULTANTS LTD.  
CONSULTING ENGINEERS - MECHANICAL - ELECTRICAL - CIVIL  
KAMLOOPS  
VANCOUVER  
VICTORIA  
SEATTLE

---

**QUADRA**  
ENGINEERING INC.



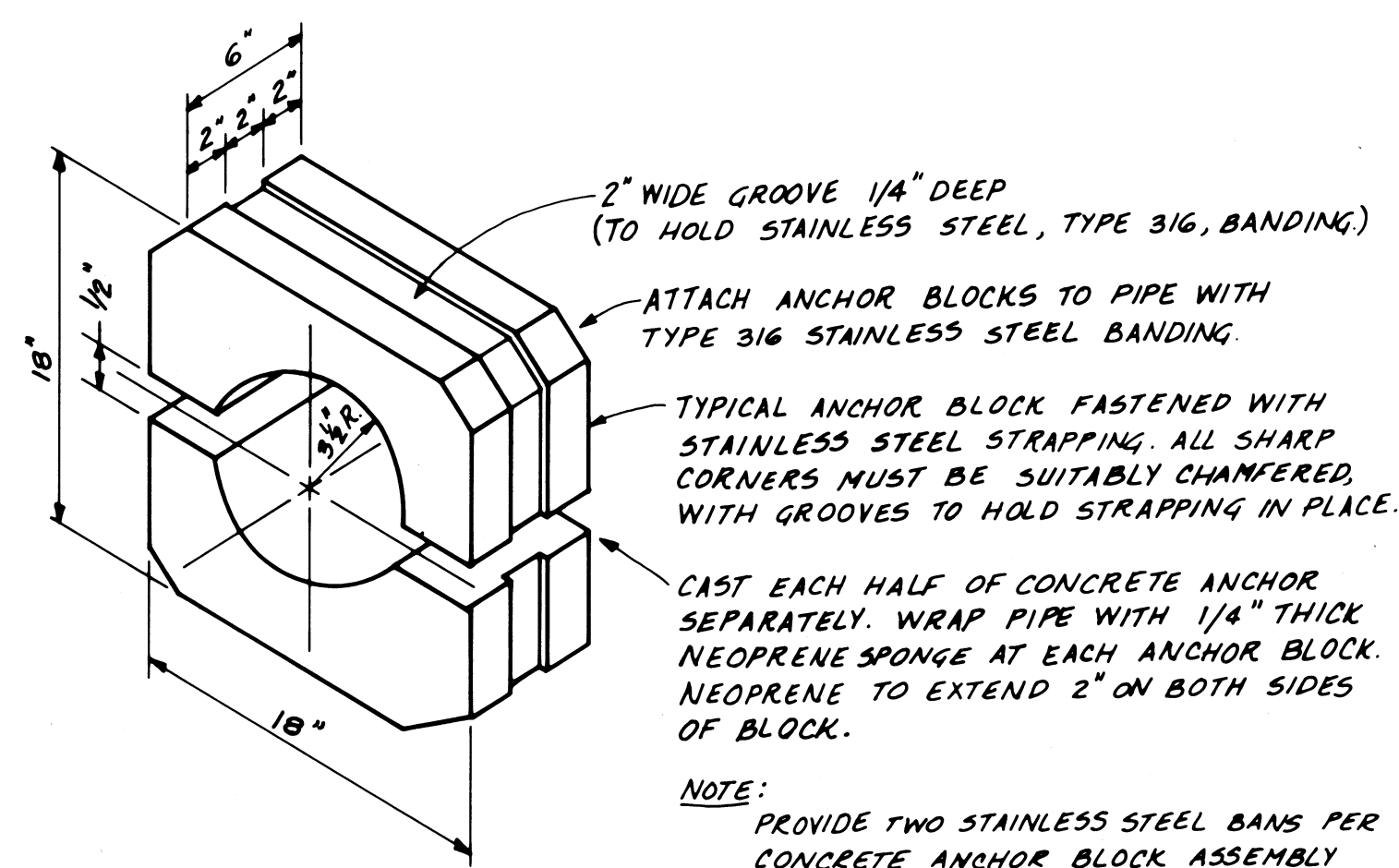
DWT. JOB NO. 81-6737

<b>SEA WATER SUPPLY SYSTEM</b>		UNIVERSITY OF ALASKA FAIRBANKS
<b>PARTIAL SITE PLAN</b>		SHEET NO. <b>P-2 of 4</b>
Drawn by J. DELORME, D. BOLA	Date JUNE 1982	Checked by T. MARANDA
		Date JULY 1982
		Scale 1/4" = 1'-0"

**UNIVERSITY OF ALASKA**  
OFFICE OF FACILITIES  
PLANNING & CONSTRUCTION

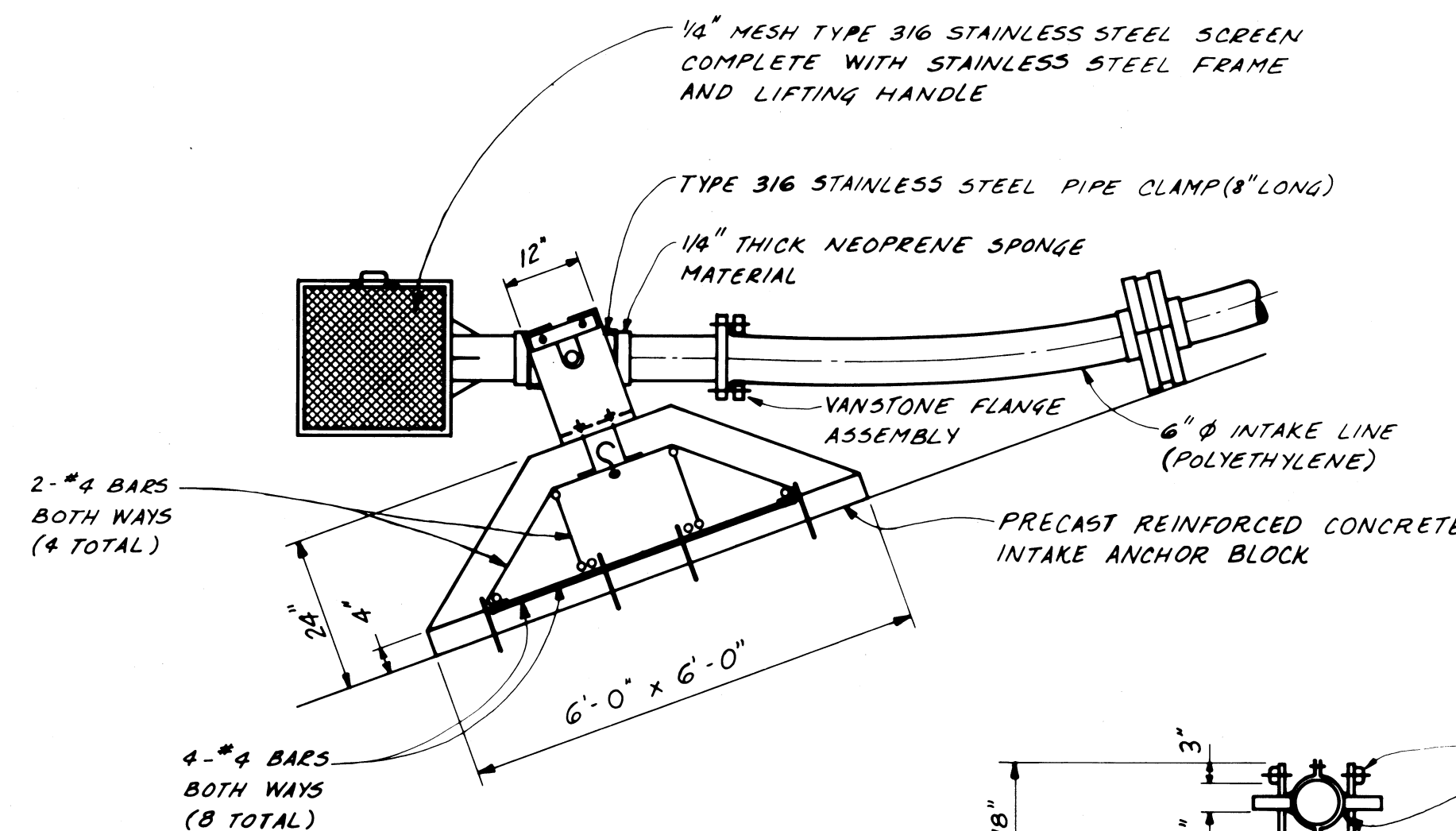
<p>D. W. THOMSON CONSULTANTS LTD. CONSULTING ENGINEERS - MECHANICAL - ELECTRICAL - CIVIL</p> <p>KAMLOOPS VANCOUVER VICTORIA SEATTLE</p>	<p><input type="checkbox"/> MECHANICAL</p> <p><input type="checkbox"/> ELECTRICAL</p> <p><input type="checkbox"/> CIVIL</p>
---	---





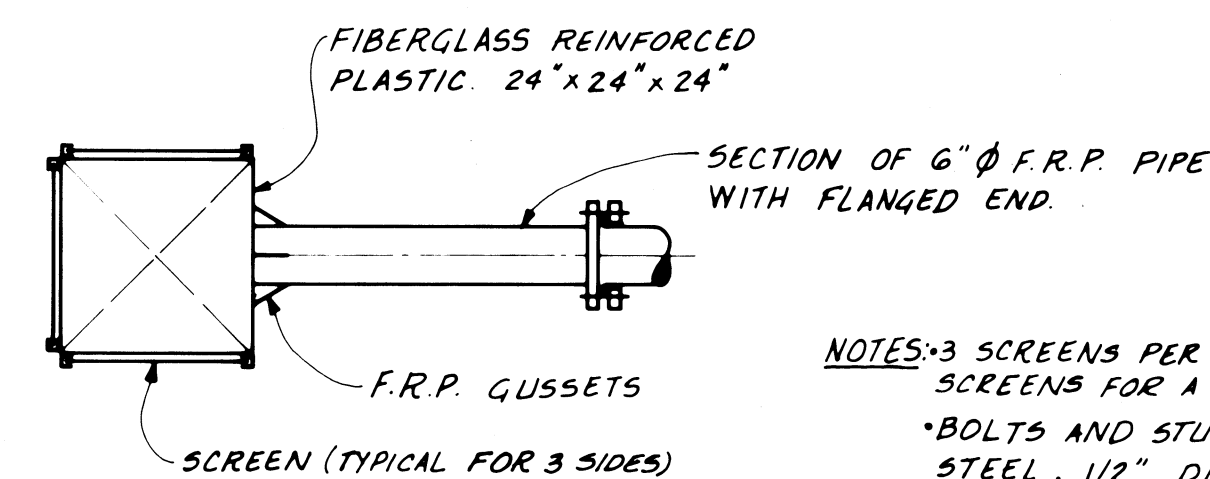
**DETAIL - CONCRETE ANCHOR BLOCKS**

NOT TO SCALE



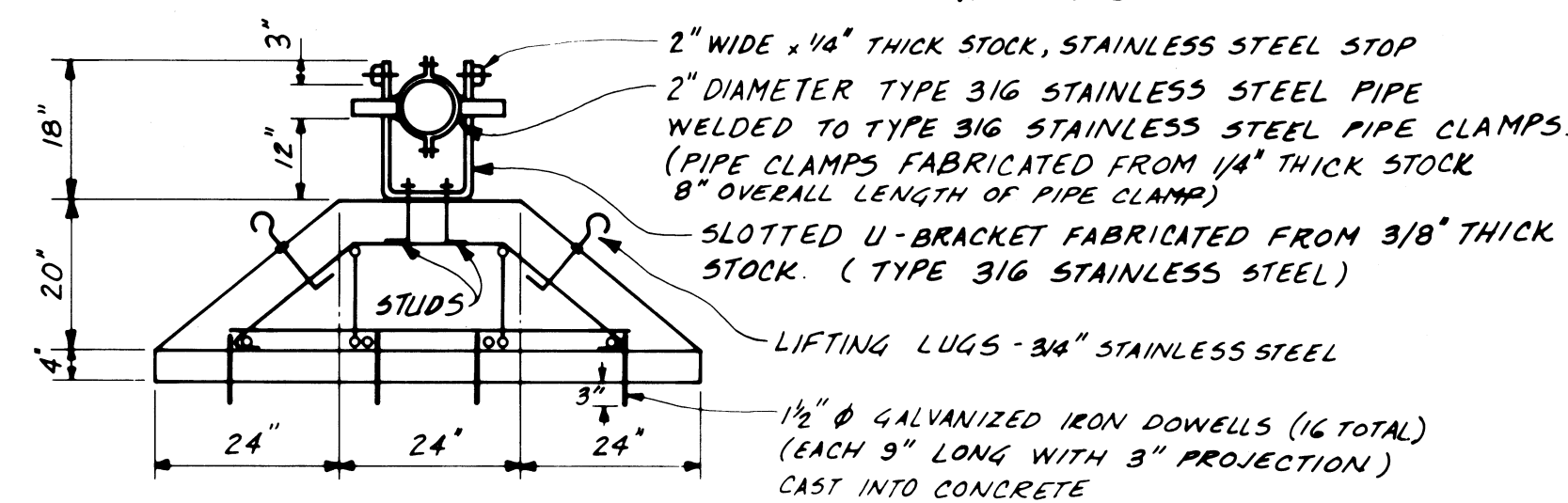
**ELEVATION**

NOT TO SCALE



**PLAN**

NOT TO SCALE



**ANCHOR DETAIL**

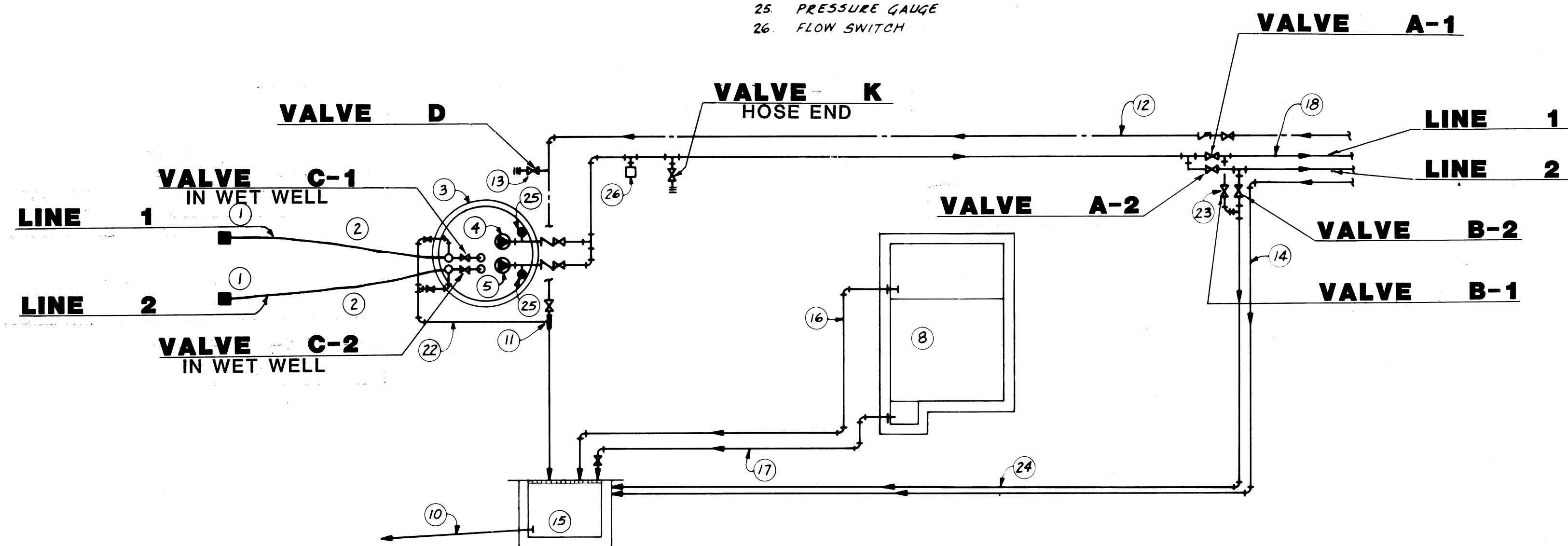
NOT TO SCALE

**DETAIL OF INTAKE STRUCTURES**

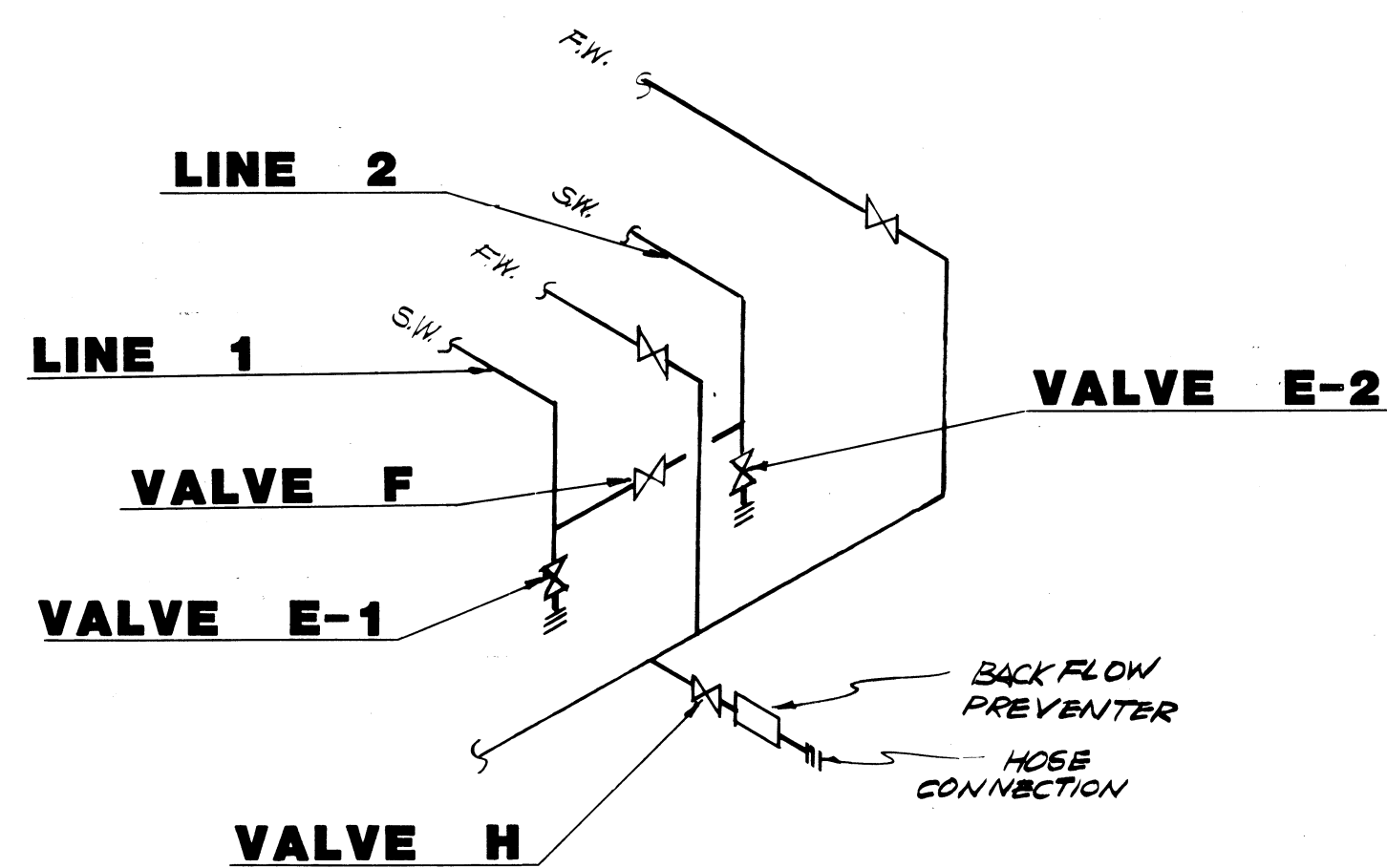
NOTES: 3 SCREENS PER INTAKE STRUCTURE PLUS 3 EXTRA SCREENS FOR A TOTAL OF 9 SCREENS  
 \* BOLTS AND STUDS TO BE TYPE 316 STAINLESS STEEL, 1/2" DIAMETER.  
 \* TOP, BOTTOM & END TO BE REINFORCED FIBREGLASS  
 \* CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR INTAKE STRUCTURES, SCREENS, ETC. PRIOR TO FABRICATION.

**LEGEND**

- |  |  |
|--|--|
| 1. INTAKE STRUCTURE                            | 12. 2 1/2" DIAMETER FRESH WATER SUPPLY                   |
| 2. 6" DIAMETER INTAKE LINES (SIPHONS)          | 13. 2 1/2" HOSE VALVE FOR BACKFLUSHING INTAKE LINES      |
| 3. SEA WATER WET WELL                          | 14. 4" SEA WATER WASTE FROM BUILDING                     |
| 4. VERTICAL TURBINE PUMP                       | 15. MAIN DRAINAGE SUMP                                   |
| 5. VERTICAL TURBINE PUMP (ALTERNATE III)       | 16. 6" DIAMETER OVERFLOW LINE                            |
| 6. SAND AND GRAVEL FILTERS (ALTERNATE III)     | 17. 4" DRAIN FROM RESERVOIR                              |
| 7. VENTURI AERATORS (ALTERNATE II)             | 18. 2 1/2" DIAMETER SEA WATER SUPPLY TO BUILDING SYSTEMS |
| 8. RESERVOIR (ALTERNATE I)                     | 19. FILTER BACKWASH HEADER                               |
| 9. CENTRIFUGAL SUPPLY PUMPS (ALTERNATE II)     | 20. FILTER SUPPLY HEADER                                 |
| 10. 8" DIAMETER DISCHARGE LINE TO LAKE BAY     | 21. SEA WATER DISCHARGE HEADER IN RESERVOIR              |
| 11. VENTURI EDUCTOR (PRIMING LINE FOR SIPHONS) | 22. PRIMING LINE   |
|  | 23. 1" DRAIN VALVES                                      |
|  | 24. 1" DRAIN LINE  |
|  | 25. PRESSURE GAUGE                                       |
|  | 26. FLOW SWITCH  |



**PUMPHOUSE**  
 "AS-BUILT" WITH VALVE NUMBERS  
**SCHEMATIC FLOW DIAGRAM**  
**SEA WATER SUPPLY SYSTEM**



**PROCESS ROOM**  
 "AS-BUILT" WITH VALVE NUMBERS

NOTE: VALVE NUMBERS ARE AS DESIGNATED IN D.W. THOMSON CONSULTING ENGINEERS WRITTEN OPERATIONAL "PROCEDURE FOR BACKFLUSHING THE SEA WATER SUPPLY SYSTEM".