

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Division of Mining, Land and Water

APPLICATION FOR EASEMENT
AS 38.05.850

ADL# 106711
(to be filled in by State)

Applications that are submitted with unfilled sections or inadequate explanation and/or without application fees, a location figure and/or a completed Division of Mining, Land and Water (DMLW) Environmental Risk Questionnaire will be deemed incomplete. Incomplete applications will be returned without review. See DMLW's current fee regulations (11 AAC 05) and associated Director's Fee Order for applicable non-refundable fee amounts. The filing of an application does not guarantee processing or approval of the requested authorization.

Applicant: Southern Southeast Regional Aquaculture As Doing Business As: _____

Agent: (if applicable; attach record of authorization to represent) _____

Mailing Address: 14 Borch Street Email: breth@ssraa.org

City/State/Zip: Ketchikan, AK 99901

Primary Phone: (907) 225-9605 Alternate Phone: () _____

General Location: Etolin Island, Burnett Inlet Municipality: Wrangell Borough

Section(s): 29 Tract A Township: 66S Range: 84E Meridian: CRM

Section(s): 29 Tract B Township: 66S Range: 84E Meridian: CRM

Attach a location figure, plan drawing or survey that shows the detailed location of the requested easement in relation to adjoining property boundaries and reference points. All features must be labeled.

Dimensions requested (Complete line 1 for a lineal easement or line 2 for an easement with an irregular shape):

1. Length: (feet) 108.98 & 1315.93 Width: (feet) 10 & 20

2. Area: 0.02 Are units in ☐ square feet or ☒ acres? (check one)

Term requested and rationale: 25 year term to match last term for continuance of hatchery pipeline infrastructure

Are you applying for a ☐ public or a ☒ private easement? (check one) Rationale:

This is a specific easement for SSRAA to provide a continuous water supply to the hatchery

Development plan summary/specific purpose of easement: (e.g., electric utility, fiber-optic cable, road, bridge, airstrip/airport, driveway, trail, drainage). This information will be used to determine the scope of use of the easement.

Please refer to existing record and plat showing the easement and pipeline placement for the two intake lines and dam. No changes have occurred since original authorization other than routine operations and maintenance as outlined in existing easement documents.

Is this an existing use? ☒ Yes ☐ No. If yes, explain extent and duration of use to date:

This existing use has occurred since construction of the Burnett Inlet Hatchery beginning with Alaska Aquaculture and currently operated by Southern Southeast Regional Aquaculture Association, Inc. , since 1997-98.

Describe plans for initial construction. Be detailed. Include a list of authorizations for portions of the project that are proposed for construction on adjoining lands, other permitting, and/or third-party non-objections: (Use extra sheets as needed)

Please refer to existing record this is an existing easement up for renewal. All past authorizations are of record. There are no proposed changes or additions. All current conditions will remain. Attached to this renewal is copy of the previous authorization with survey of the easement.

Anticipated construction timeframe: Not applicable

If this authorization is granted, I agree to construct and maintain the authorized improvements in an acceptable manner, and to keep the area in a neat and sanitary condition; to comply with all the laws, rules, and regulations pertaining thereto; and provided further that upon termination of the easement for which application is being made, I agree to remove or relocate the improvements and restore the area without cost to the State and to the satisfaction of DMLW.

Applicant's Signature


Date: 2025.08.27 12:18:10 -08'00'

Date: 08/27/2025

This form must be filled out completely and submitted with the applicable fees. Failure to do so will result in a delay in processing. AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, AS 43.05.230, or AS 45.48). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

In submitting this form, the applicant certifies that he or she has not changed the original text of the form or any attached documents provided by the Division. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

For Department Use Only
Application received date stamp

Receipt Types:

- ☐ 13A Pipeline Easement
☐ 13 Other Easement

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

Division of Mining, Land and Water

Land Conveyance Section
550 W. 7th Ave, Suite 640
Anchorage, AK 99501-3576
(907) 269-8594

Northern Region
3700 Airport Way
Fairbanks, AK 99709-4699
(907) 451-2740
nro.lands@alaska.gov

Southcentral Region
550 W. 7th Ave, Suite 900C
Anchorage, AK 99501-3577
(907) 269-8503
dnr.pic@alaska.gov

Southeast Region
P. O. Box 111020
Juneau, AK 99811-1020
(907) 465-3400
sero@alaska.gov

Statewide TTY – 771 for Alaska Relay or 1-800-770-8973

APPLICANT ENVIRONMENTAL RISK QUESTIONNAIRE

The purpose of this questionnaire is to help clarify the types of activities you propose to undertake. The questions are meant to help identify the level of environmental risk that may be associated with the proposed activity. The Division of Mining, Land and Water's evaluation of environmental risk for the proposed activity does not imply that the parcel or the proposed activity is an environmental risk from the presence or use of hazardous substances.

Through this analysis, you may become aware of environmental risks that you did not know about. If so, you may want to consult with an environmental engineer or an attorney.

Southern Southeast Regional Aquaculture Association, Inc.

Applicant's Name	Doing Business As		
14 Borch Street	Ketchikan	AK	99901
Address	City	State	Zip
(☒) This existing use (☒) 907-225-9605	breth@ssraa.org	Bret Hiatt	
Message Phone	Work Phone	Email	Contact Person

Describe the proposed activity:

ADL 106711: Please refer to existing record and plat showing the easement and pipeline placement for the two intake lines and dam. No changes have occurred since original authorization other than routine operations and maintenance as outlined in existing easement documents. All past authorizations are of record. There are no proposed changes or additions. All current conditions will remain. Attached to this renewal is copy of the previous authorization with survey of the easement.

In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? ☐ Yes ☒ No. If yes, please list the substances and the associated quantities. Use a separate sheet of paper, if necessary.

If the proposed activities involve any storage tanks, either above or below ground, address the following questions for each tank. Please use a separate sheet of paper, if necessary, and, where appropriate, include maps or plats:

a. Where will the tank be located?

N/A

b. What will be stored in the tank?

c. What will be the tank's size in gallons? _____

d. What will the tank be used for? (Commercial or residential purposes?)

e. Will the tank be tested for leaks? _____

f. Will the tank be equipped with leak detection devices? ☐ Yes ☐ No. If yes, describe:

Do you know or have any reason to suspect that the site may have been previously contaminated? ☐ Yes ☒ No.

If yes, please explain:

I certify that due diligence has been exercised and proper inquiries made in completing this questionnaire, and that the foregoing is true and correct to the best of my knowledge.

Applicant Signature: _____

Date: 2025.08.27 12:18:29 -08'00'

Date: 08/27/2025

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210. In submitting this form, the applicant certifies that he or she has not changed the original text of the form or any attached documents provided by the Division. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

ADL # 106711

Applicant Environmental Risk Questionnaire Form 102-4008A (Rev. 05/21)

Page 2 of 2

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND & WATER SOUTHEAST REGION
400 Willoughby Ave., Suite 400
Juneau, Alaska 99801

RIGHT-OF-WAY / EASEMENT
(hereafter referred to as "easement")

ADL 106711

THIS AGREEMENT made and entered into this 15th day of January, 2002, 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 the grantor and Southern Southeast Regional Aquaculture Association, Inc., 2721 Tongass Avenue, Ketchikan, Alaska 99901, hereinafter referred to as the grantee.

WITNESSETH, that in accordance with the provisions of Sec. 38.05.850, A.S. and the rules and regulations promulgated thereunder, the grantee having filed an application for a easement for: two water intake lines and dam, with the Division together with a map showing the definite location thereon of the line of easement which the grantee has adopted and agrees to be the specific and definite location of the aforesaid easement, and

WHEREAS, it is understood and agreed by the 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, operation and maintenance of the said easement over and across the following described State lands, to wit:

The easement area is depicted on the easement diagram for ADL 106711, attached hereto as attachment 'A'. The easement area is located in Burnett Lake and Burnett Creek on Etolin Island, within Section 29, Township 66 South, Range 84 East, Copper River Meridian.

Tract A of the said easement (dam) shall extend 108.98 feet in length and 10 feet in width, containing 0.02 acres, more or less.

Tract B of the said easement (water intake line) shall extend 1315.93 feet in length and 20 feet in width, containing 0.60 acres, more or less.

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, the 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 the

grantee herein upon the overlapping area unless the consent therefore has first been obtained from the grantee under the pre-existing right-of-way or easement.

The 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.

SPECIAL CONDITIONS

1. This Easement is issued for a period of 25 years and will be cancelable if the State has a higher and better use for the land. The cost of relocating any improvements shall be borne by the grantee. This easement shall expire on January 14, 2027.
2. The use fee for this easement is \$200.00 per year. The annual use fee is due on or before January 15th each year. This fee is subject to adjustment by the grantor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The adjustment shall be based on the Division's fee schedule. The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date.
3. Penalty Charges: The grantee shall pay a fee for any late payment or returned check issued by the grantee as follows:
 - (a) Late Payment Penalty: The greater of either the fee specified in 11 AAC 04.010 or interest at the rate set by AS 45.45.010 (a) will be assessed on a past-due account until payment is received by the State.
 - (b) Returned Check Penalty: A returned check fee as provided in 11 AAC 04.010 will be assessed for any check on which the bank refuses payment.
4. This easement is private and non-exclusive. The 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 the grantor.
5. Public access shall not be precluded by activities or structures allowed by this easement. All operations must be conducted in a manner that will ensure minimum conflict with other users of the area. The 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.
6. The grantor assumes no responsibility for maintenance of improvements constructed on State land nor liability for injuries

or damages attributable to that construction. The State also makes no warranty that dedicated lands are suitable for the existing use.

7. 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.
8. To ensure future use of public lands as well as tide and submerged lands, fuel use and storage shall occur in a manner that avoids toxic discharge and run-off. The grantee is responsible for preventing spillage and contamination of contiguous land and water as well as cleaning up any oil or other pollutants which result from activities associated with this easement. The grantee shall immediately notify the Department of Natural Resources (DNR) and the Department of Environmental Conservation (DEC) by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported.

The DNR 24 hour spill report number is (907) 451-2678; the Fax number is (907) 451-2751. The DEC spill report number is (800) 478-9300. DNR and DEC shall be supplied with all follow-up incident reports.

9. 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 the grantee's improvements.

Upon abandonment, termination, revocation or cancellation of this indenture, the grantee shall, within 90 days, remove all structures and improvements from the area herein granted, except those owned by the grantor, and shall restore the area to the same or similar condition as the same was upon the issuance of this easement. Should the grantee fail or refuse to remove the structures or improvements, within the time allotted, they shall revert to and become the property of the grantor. 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. Provided further, however, that the grantor, in his/her discretion, may alter or modify the requirements contained in this provision if it is to the best interest of the State of Alaska to do so.

The 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.

The grantee shall take all reasonable precaution to prevent and suppress brush and forest fires. No material shall be disposed of by burning in open fire during the closed season unless a permit therefor has first been obtained from the agency empowered by law to issue such permits.

Prior to any construction or development that will use, divert, obstruct, or pollute or utilize any of the waters of the State, the grantee shall first obtain approval therefor from the Commissioner of the Department of Fish and Game and file an image copy thereof with the grantor.

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 the 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 the 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, the 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 the grantee herein has hereunto affixed his signature on the day and year first above written.

GRANTOR:

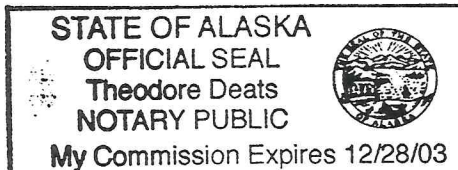
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By: 
Director
Division of Mining, Land & Water

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

BOOK 35 PAGE 855

This is to certify that on the 30th day of January, 2002, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared Ron Schonenbach known to me and known by me to be the Southeast Regional Manager of the Division of Mining, Land & Water of the Department of Natural Resources, and he acknowledged to me that he signed and executed the same freely and voluntarily for the uses and purposes stated therein.



GRANTEE.

Theodore Deats
Notary Public for the State of Alaska.
My Commission expires 12/28/03

**SOUTHERN SOUTHEAST REGIONAL
AQUACULTURE ASSOCIATION, INC.**

By: Rod Neterer
Rod Neterer
Production Manager

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

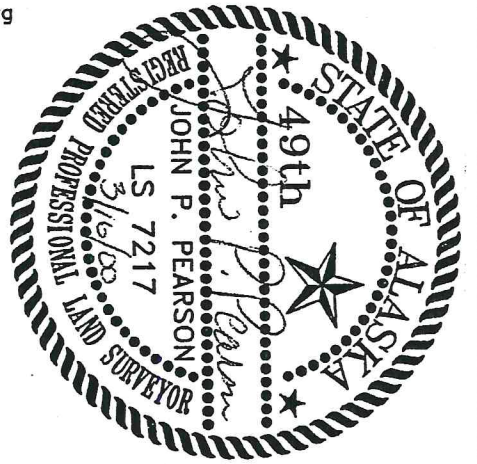
This is to certify that on the 22 day of January, 2002, before me the undersigned Notary Public in and for the State of Alaska, personally appeared Rod Neterer, known to me to be the Production Manager of Southern Southeast Regional Aquaculture Association, Inc., and he acknowledged to me that he executed the same for and on behalf of said corporation, and that he is fully authorized by said corporation to do so, and he acknowledged to me that he signed and executed the same freely and voluntarily for the uses and purposes stated therein.

Donna D Ryan
Notary Public for the State of Alaska.
My Commission expires 11-06

After recording in the Wrangell Recording District, this document must be returned to:
Department of Natural Resources
Division of Mining, Land and Water
400 Willoughby Ave., Suite 400
Juneau, Alaska 99801

Attachments: "A" Easement Diagram

R&M file name: C:\PROJECTS\992775J\EP14\992775.dwg



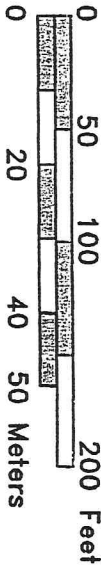
LEGEND

⊕ Primary Monument set
in survey for ATS-1337

Y Indicates a Fill Slope

SCALE 1"=100'

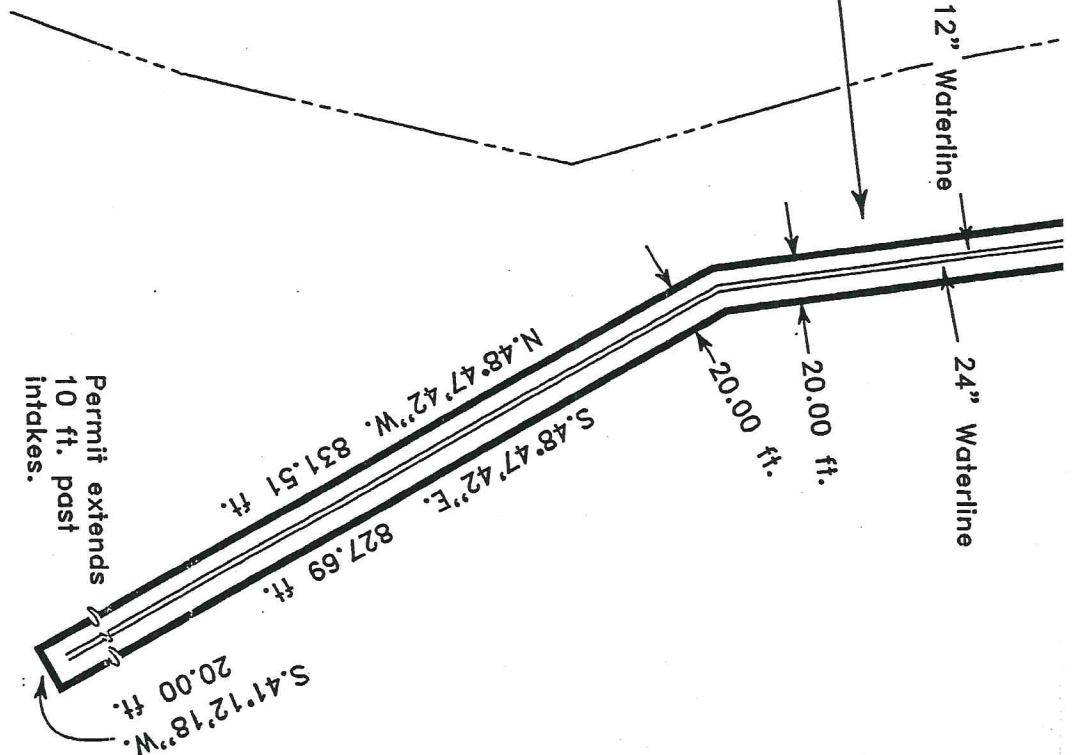
THIS DRAWING MAY BE REDUCED, VERIFY SCALE BEFORE USING



MATCH LINE

Tract B
Area = 0.60 Acres

Etolin
Island



Permit extends
10 ft. past
intakes.

Date prepared: Mar. 16, 2000	Applicant's Name: Southern Southeast Regional Aquaculture Association, Inc.
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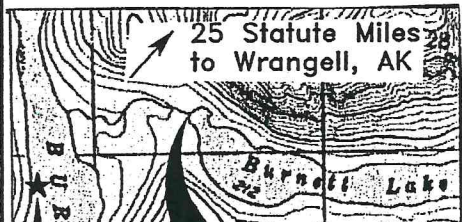
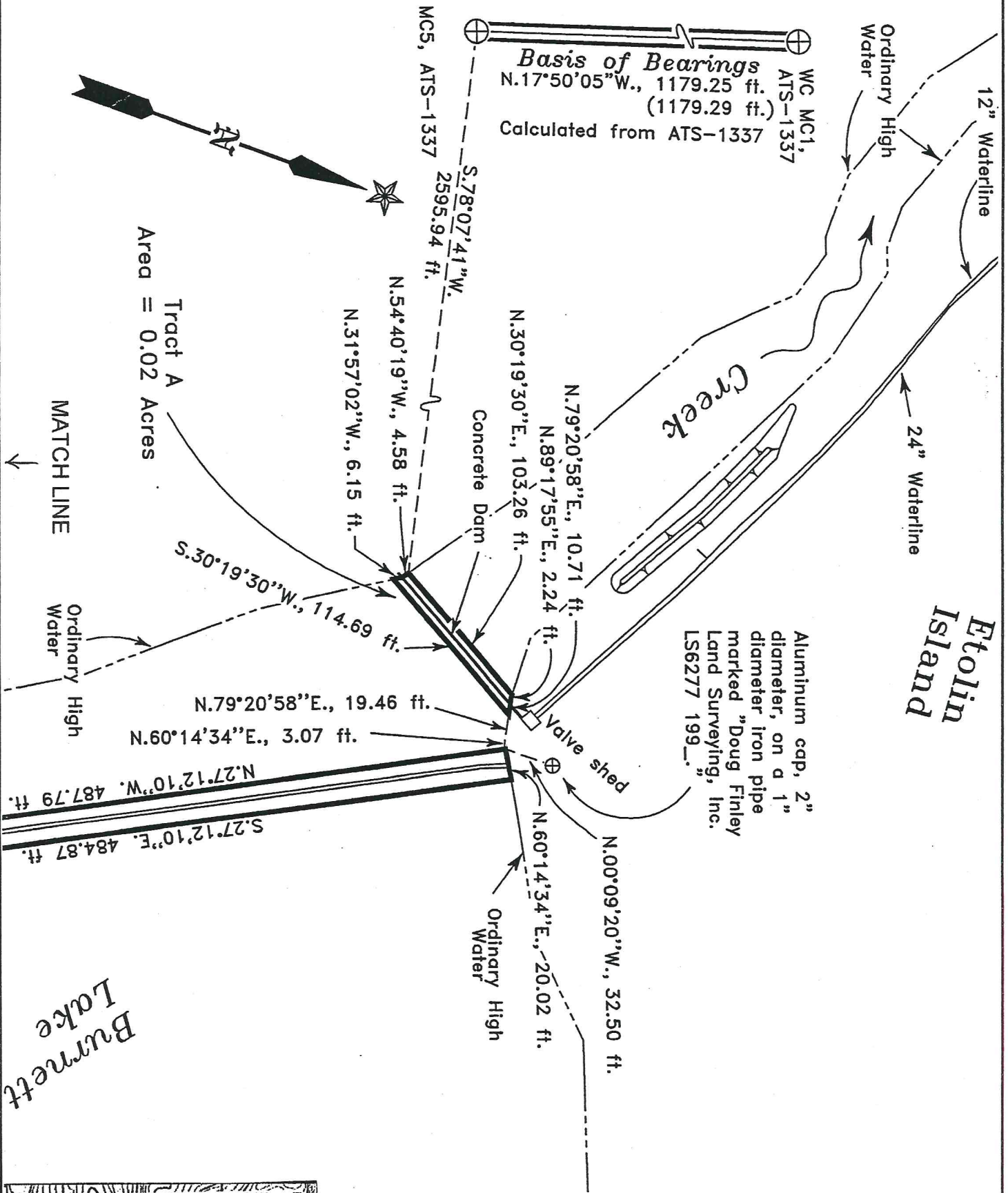
Lh:01 V 8-BH 2002

REQUESTED BY

M. Brown

ANGELL
NG DISTRICT

9100



Date prepared: Mar. 16, 2000	Applicant's Name: Southern Southeast Regional Aquaculture Association, Inc.
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