

**GRANT OF EASEMENT TO CORPS OF ENGINEERS FOR CHENA RIVER LAKES  
FLOOD CONTROL PROJECT**

The GRANTOR, the **STATE OF ALASKA**, acting by and through its **DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**, with address for the purposes hereof of 2301 Peger Road, Mail Stop 2553, Fairbanks, Alaska 99709-5399, for and in consideration of **MUTUAL BENEFIT**, grants unto the **UNITED STATES OF AMERICA**, as represented by the **U.S. Army Engineer District, Alaska** whose address is P.O. Box 898, Anchorage, Alaska 99506-0898, its successors and assigns, hereinafter called GRANTEE, a right of easement described as follows:

WITNESSETH:

The GRANTOR this day of May 11, 1998 bargained and sold, and by these presents does grant, transfer and deliver unto the GRANTEE a permanent, exclusive easement and right-of-way including the perpetual right of said GRANTEE to enter upon the real estate hereinafter described at any time that it may see fit for the purpose of and upon the real property hereinafter described:

The intent of this description is to define that portion of the New Richardson right-of-way that lies within the boundaries of the Corps of Engineer's Chena Lakes Flood Control Project:

A parcel of land located within Section 24 of Township 2 South, Range 2 East, Fairbanks Meridian and Sections 19 and 30 of Township 2 South, Range 3 East, Fairbanks Meridian, Fairbanks Recording District, Fourth Judicial District, State of Alaska, to wit:

That portion of the New Richardson Highway right of way according to the Right of Way plans (sheets 16 of 19 through 19 of 19) filed as Plat 74-23 on 4/17/74 in the Fairbanks Recording District that lies between the following described boundaries:

Commencing at the easterly ordinary high water line of 30-Mile Slough, said line being coincident with the westerly boundary of the Chena River Lakes Flood Control Project and located at approximate highway centerline station 903+00 P.O.T.;

Thence southeasterly a distance of approximately 1.9 miles to the intersection with the East line of Section 30, T.2S, R.3E, F.M. Said parcel contains 80 acres more or less.

TO HAVE AND TO HOLD this easement and right-of-way unto the said GRANTEE, and its successors and assigns forever.

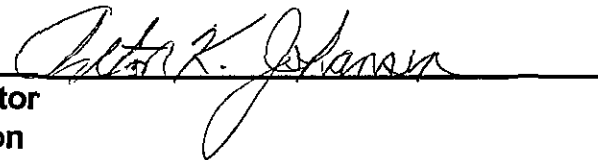
FURTHERMORE, the grant of this easement shall include: A perpetual and assignable easement over and across the right of way of the New Richardson highway between approximate Highway Station 903+00 and 1003+22 for the purpose of construction,

operating and maintaining the Moose Creek Dam and other related structures of the Chena River Lakes Project, and the perpetual right, power, privilege and easement occasionally to overflow, flood and submerge said portion of the right-of-way in connection with the operation and maintenance of the said Project, together with the continuing right to remove any brush, debris, or natural obstructions which, in the opinion of the representative of the United States in charge of the Project, may be detrimental to the Project; provided however that the exercise of the right to remove any brush, debris or natural obstruction shall be done in such manner that the flow of traffic on the relocated New Richardson Highway will not be impaired. Reserving to the State of Alaska and its assigns, the right to maintain, operate and use said road facilities on , across, over under and/or upon said right-of-way, including, but not limited to, the right to control vehicular traffic operations, the right to clear and remove any brush, debris and natural obstructions, and the right to repair or otherwise keep the said road facilities in usable condition; provided, however that no structures shall be constructed or maintained on said right-of-way except as may be approved in writing by the Representative of the United States in charge of the Project, and no excavation shall be conducted within, nor shall any landfill be placed on said right-of-way without such approval as to the location and method of excavation and/or placement of fill; and provided further, that said road facilities shall not be altered or modified nor shall other facilities be constructed by the State or its assigns, so as to interfere with operation of the Project; provided further that any use of the right-of-way shall be subject to federal and State laws with respect to pollution.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed on the day and year first written above.

**STATE OF ALASKA**  
**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**  
 2301 Peger Road, Mail Stop 2553  
 Fairbanks, Ak. 99709-5399

By GRANTOR: \_\_\_\_\_  
 Regional Director  
 Northern Region



**Project No: F-062-4(20)**  
**Rich. Hwy. Section II**  
**Chena River Flood Control**

CONTRACT WITH STATE OF ALASKA  
FOR RELOCATION, REARRANGEMENT  
OR ALTERATION OF FACILITIES

Contract No. DACW85-9-77-4

THIS CONTRACT, entered into this 8th day of June 1976 between THE UNITED STATES OF AMERICA (hereinafter called the "Government") represented by the Contracting Officer executing this contract, and the State of Alaska, acting by and through the Department of Highways, with its principal office and place of business in the City of Juneau, State of Alaska (hereinafter called the "State");

WITNESSETH THAT:

WHEREAS, the Government has, under authority of Public Law 90-483, Section 203, approved 13 August 1968, undertaken the development of a project known as Chena River Lakes Project, Fairbanks, Alaska, (hereinafter called the "Project"); and

WHEREAS, the State is the holder of certain fee title and/or easement rights appurtenant thereto on which the State has constructed and is operating and maintaining certain facilities, consisting of portions of both the Old Richardson Highway and the New Richardson Highway, which will be affected by the development and use of the Project by the Government; and,

WHEREAS, it is necessary in the construction, completion and enjoyment by the Government of the Chena River Lakes Project, that the State's title, rights, and privileges be acquired or modified, and that the aforementioned facilities of the State be altered; and

WHEREAS, the State is willing to close and abandon its right, title, and interest in and to said affected portion of the Old Richardson Highway, and is further willing to subordinate, to the Government, its right, title, and interest to said affected portion of the New Richardson Highway, all in consideration of the Government altering said affected portion of the New Richardson Highway in such a manner as to facilitate the construction, development, and use of the said Project; and the State agrees that said consideration constitutes full, just, and complete compensation for the acquisition by the Government of the State's rights and property;

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows: