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IN REPLY REFER TO:



UNITED STATES  
DEPARTMENT OF THE INTERIOR

P002.0703,.0119

ALASKA PIPELINE OFFICE  
808 E STREET  
ANCHORAGE, ALASKA 99501

April 1, 1974

Honorable William A. Egan  
Governor of Alaska  
Juneau, AK 99801

Dear Governor Egan:

In the cooperative agreement signed by Secretary Morton and yourself on January 8, the Department of the Interior agreed to take actions necessary for the State of Alaska to construct a public highway from the Yukon River to Prudhoe Bay, and to lease three sites for public airports.

I am enclosing the proposed highway right-of-way grant and airport lease for your administration's review. I have made copies available to Mr. Charles A. Champion, State Pipeline Coordinator, and Mr. Wilson L. Condon of the Attorney General's Office here in Anchorage.

The Secretary of the Interior will issue a highway right-of-way and airport lease when mutually acceptable provisions are agreed upon. My staff and I are ready to discuss the proposed Departmental actions with members of your administration at your convenience.

Sincerely yours,

A. P. Rollins, Jr.  
Authorized Officer

Enclosures  
Proposed ROW Grant and  
Airport Lease

RJ @ 3:30 PM 4-1-74

## GRANT OF RIGHT-OF-WAY FOR PUBLIC ROAD

Pursuant to the Trans-Alaska Pipeline Authorization Act of November 16, 1973, P.L. 93-153, 87 Stat. 584 et seq., and in accordance with the applicable provisions of an agreement, dated January 8, 1974, entitled "Cooperative Agreement Between United States Department of Interior and State of Alaska Regarding the Proposed Trans-Alaska Pipeline", the United States of America (the "United States"), hereby dedicates and grants, subject to valid existing rights, to the State of Alaska (the "State") an easement for a Right-of-Way (the "Right-of-Way"), across, through and upon the Federal lands (as that term is defined in section 28 of the Mineral Leasing Act of 1920, 41 Stat. 449, as Amended, 30 U.S.C. 185), that shall be used for a public road and for no other use or purpose whatsoever, along the route delineated on the map of intended location to which reference is made in Exhibit A attached hereto and made a part hereof.

There is hereby reserved to the United States all rights reserved, or directed to be reserved, to the United States under any applicable law or regulation of the United States. In consideration of the making of this Grant by the United States, the State agrees with the United States that the State will observe and perform the following provisions:

1. The Federal Authorized Officer, as that term is defined in the aforesaid Cooperative Agreement, dated January 8, 1974, may modify any part or parts of the route of the Right-of-Way before construction is commenced within such part or parts of the Right-of-Way, if in his judgment, environmental conditions or new technological developments warrant the modification.

2. The width, in terms of surface measurement, of the Right-of-Way shall be fifty (50) feet plus the ground area that shall be required for road use, including without limitation slopes, drainage facilities, and other supporting surfaces or structures. Such ground area shall not exceed one hundred and fifty (150) feet in width, in terms of surface measurement. The aforementioned Federal Authorized Officer may at any time direct or authorize increases in the width of the Right-of-Way at specified points along the route of the Right-of-Way if he finds, and records the reasons for his finding, that in his judgment a wider Right-of-Way is necessary for operation and maintenance of the road, or to protect the environment or public safety.
3. Upon completion of construction of the road, the State will file a map of definite location with the Secretary.
4. The State shall comply with the stipulations attached as Exhibit A to the aforesaid Cooperative Agreement, dated January 8, 1974.
5. To the extent practicable, the State and its contractors shall not damage any fish, wildlife or biotic resources in the general area of the Right-of-Way upon which persons living in the area rely for subsistence purposes. The State and its contractors will comply promptly with all requirements and orders of the Secretary to protect the interests of persons living in the general area of the Right-of-Way who rely on the fish, wildlife and biotic resources of the area for subsistence purposes. Upon the order of the Secretary, the State and its contractors shall provide emergency subsistence and other

aid, as required by the Secretary, to any affected Alaska Native, Native organization or other person pending expeditious filing of, and determination of, a claim by such Alaska Native, Native organization or other person under Section 204(A) of the Trans-Alaska Pipeline Authorization Act. The Secretary's decision to issue an order may be based on statements, made under oath, by such Alaska Native, Native organization or other person seeking emergency aid. For the purposes of Stipulation 2.3.1 of the aforesaid stipulations, this paragraph 5 shall be deemed to be a part of the said stipulations.

6. The Right-of-Way shall be used and maintained by the State as a public road. The Right-of-Way shall not be used or occupied for any other use or purpose whatsoever. If the breach of any of the foregoing provisions of this covenant shall not be cured, to the satisfaction of the Federal Authorized Officer, after a reasonable opportunity to cure, not to exceed thirty (30) days from (and including) the date of service (by registered or certified mail) of notice of the breach on the Secretary of State of the State of Alaska, such breach may be grounds for the termination of this Right-of-Way Grant in accordance with the provisions of subsection (0)(1)(C) of section 28 of the Mineral Leasing Act of 1920, 41 Stat. 449, as Amended.

In witness whereof, the United States duly executed this Grant of Right-of-Way, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

~~United States of America~~

By: \_\_\_\_\_  
Secretary of the Interior

The State of Alaska, acting through its only duly authorized representative,  
hereby accepts this Grant of Right-of-Way as of the effective date hereof.

State of Alaska

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

EXHIBIT A

Attached to and made a part of Grant of Right-of-Way for Public Road,  
dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 1974,  
made by the United States of America to the State of Alaska in connection  
with the Trans-Alaska Pipeline.

## LEASE OF PUBLIC AIRSTRIP

This lease dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 1974, made by and between the United States of America (the "Landlord"), acting through the Secretary of the Interior (the "Secretary"), and the State of Alaska (the "Tenant"), witnesseth that, pursuant to the Trans-Alaska Pipeline Authorization Act of November 16, 1973, P.L. 92-153, 87 Stat. 584, et seq. in accordance with the provisions of the act of May 24, 1928, 49 U.S.C. 211 et seq. (1970) and the applicable provisions of an agreement, dated January 8, 1974, entitled "Cooperative Agreement Between the United States Department of the Interior and State of Alaska Regarding the Proposed Trans-Alaska Pipeline" and subject to the terms and conditions of this lease and to valid existing rights initiated prior to the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_. Landlord hereby leases to Tenant, and Tenant hereby accepts, the unreserved and unappropriated public land of the United States, consisting of approximately \_\_\_\_\_ acres, that are described more fully in Schedule A hereof for only the use and occupancy expressly authorized by this lease. Said land and all buildings, structures and other facilities now or hereafter constructed thereon, are herein collectively referred to as the "premises".

In consideration of the making of this lease, the payment by tenant of the rent specified herein and the observance and performance of all of the other terms and conditions of this lease to be observed or performed as provided herein, Landlord and Tenant hereby covenant and agree as follows:

1. Unless sooner terminated in accordance with the terms and conditions of this lease, the term of this lease shall be for a period of twenty (20) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_, and expiring on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

2. Subject to the prior written agreement and approval of Landlord and Tenant, this lease may be renewed for an additional term not to exceed twenty (20) years. The terms and conditions of this section shall remain in effect if this lease is renewed and shall apply to all future renewals, if any, of this lease.

3. Tenant shall pay to Landlord with any setoff or deduction of any kind, the annual rent and any additional rent becoming due under the terms and conditions of this lease. Each rent payment shall be delivered to Landlord at the address that is specified for Landlord in section 23 hereof.

4. The annual rent for each lease year shall be at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per annum, provided, however, that the annual rent rate may be adjusted by the Secretary, at successive three year intervals in accordance with the terms and conditions of section 5 hereof. Except as otherwise provided in Section 5 hereof, the annual rent for each lease year shall be due and payable no later than the last day of the immediately preceding lease year, provided, however, this lease shall not take effect unless and until the annual rent for the first lease year has been paid by the Tenant to Landlord. That Tenant shall pay to Landlord the annual rent for the first lease year prior to the commencement of the first lease year. The term "lease year" means a period of consecutive days that commences (as to the first lease year) on the commencement date of the term of this lease or (as to any other lease year)

on any anniversary of the commencement date of the terms of this lease and that ends on the day immediately preceding the next following anniversary date of the commencement date of the term of this lease, subject to the conditions set forth in this section.

5. The Secretary may increase the annual rent rate for respectively, the fourth, seventh, tenth, thirteenth and sixteenth lease years and in each instance the increase shall apply to the annual rent rate for all subsequent lease years, provided, however, that Landlord shall not increase the annual rent rate for any lease year unless the average yearly amount of the gross receipts that were paid or became payable to Tenant, or to any agency or instrumentality of Tenant, on account of any and all activities and operations conducted on or connected with the premises, during the three lease years immediately preceding the lease year in which the increase would first take effect exceed the sum of five thousand dollars (\$5,000); provided further, that each increase shall not exceed one percent (1%) of the average yearly amount of the gross receipts for the three lease years immediately preceding the lease year in which the increase shall first take effect. Since the data upon which an increase in the annual rent rate may be determined will not be available, in its entirety, before the due date of the annual rent for the lease year following any one of the above said intervals of three lease years, the increase, if any, in the annual rent rate for the lease year following the interval may be billed retroactively and shall be due and payable by Tenant by not later than the tenth (10th) day from (and including) the date of delivery by Landlord to Tenant of the bill therefore.

For the purpose of implementing the foregoing, within ninety (90) days from (and including) the date of each anniversary of the commencement date of the term of this lease, Tenant shall submit a report to the Secretary, in such form as the Secretary may prescribe, that shall disclose all data and facts bearing upon the gross receipts that were paid or became payable to Tenant, or to any agency or instrumentality of Tenant, on account of any and all activities and operations conducted on or connected with the premises during the immediately preceding lease year. Each such report shall be subject to audit by Landlord at any time within three (3) years after the date of receipt of the report and, for such purposes, Tenant shall make readily available all financial statements, ledgers, books of account, sales slips, vouchers, agreements and other relevant books, records and documents at a location that is reasonably convenient for Landlord or its auditors. Copies of all such records and documents may be made and retained by Landlord or its auditors. Tenant shall prepare and maintain, or cause to be prepared and maintained, all of the aforesaid books, records and documents in an accurate and orderly manner and in accordance with generally accepted accounting and bookkeeping principles applied on a consistent basis. The term "gross receipts" shall not include any: (A) revenue collected by the State of Alaska on account of any generally applied sales, use or occupancy tax that may be levied by the State of Alaska throughout that State at a rate or rates that are applied consistently on a statewide basis; (B) any federal tax collected by the State of Alaska and ~~remitted in its entirety to the Treasury of the United States; or~~ (C) any funds duly paid to and received by the State of Alaska under any federally authorized and funded, grant-in-aid program.



6. During the term of this lease, the premises shall be used for only public airstrip purposes. Tenant shall not use or occupy the premises in whole or in part, or suffer or permit the premises to be used or occupied in whole or in part, for any use purpose or occupancy that is not expressly authorized by this lease or that shall be contrary to any applicable law or regulation, now or hereafter in effect.

7. Tenant shall construct on the premises, in accordance with the final plans, construction drawings and specifications hereinafter referred to and in a safe, lawful, and workmanlike manner, an airstrip and all buildings, structures and other facilities necessary or appropriate to meet the requirements of section 12 hereof. Tenant shall complete such construction by not later than the first anniversary date of the commencement of the term of this lease, and the said date of completion shall be of the essence of this lease.

8. No part of the airstrip or of any building, structure or other facility, including additions or alterations to/or/hereto, shall be wholly or partially located or constructed at any time on any of the land described in schedule a unless and until all proposed and final site plans and layouts, designs, master plans and construction drawings and specifications therefore have first been examined by the federal Authorized Officer, as that term is defined in the stipulations referred to in section 10 hereof, and not unless and until the final versions of all such plans, layouts, designs, drawings and specifications shall have been approved in writing by the federal Authorized Officer. No modification, change or order implementing any modification of change with respect to the final layout, design or construction of the airstrip or its facilities, including any addition, deletion or alteration thereto, shall be made or authorized at any time without first obtaining the prior written approval of the federal Authorized Officer with respect to the modification or change. All work in progress shall be subject to inspection, testing and other monitoring practices by the federal Authorized Officer; and the State shall comply, and shall cause its contractors and subcontractors (at any tier) to comply with all orders of the federal Authorized Officer relating to the work, including without limitation replacing any portion thereof found by the federal Authorized Officer to be defective or not in conformity with the final plans, construction drawings or specifications thereof observing all applicable hiring, employment and safety requirements and standards and complying with all relevant technical and environmental safeguards, standards and requirements. If as of the date of this lease, the final plans, construction drawings and specifications for the layout, design and construction of the airstrip and its initial facilities have been prepared, and approved in writing by the federal Authorized Officer, all of such plans, drawings and specifications shall be accurately described and listed in schedule B hereof. If as of the date of this lease, the aforesaid plans, drawings and specifications have not been so prepared and approved, then Tenant shall take into account and shall incorporate in the final plans, construction drawings and specifications all of the layout, design and construction criteria and details that are listed by Landlord in Schedule B hereof. The final plans, construction drawings and specifications shall meet or exceed the rating requirements of the Federal Aviation Administration as set forth in Schedule C hereof.

9. After the airstrip and its facilities have been initially constructed and before the premises may be used as an airstrip, Tenant shall file "as build" site plans, construction drawings and specifications with the federal Authorized Officer in such form as shall be prescribed by the federal Authorized Officer. No alteration, deletion or addition to the premises, or any part thereof, shall be made or allowed at any time without, in each instance, first obtaining the prior written consent of the Secretary with respect to the alteration, deletion or addition.

10. Tenant shall comply with the stipulations attached as Exhibit A to the aforesaid cooperative agreement, dated January 8, 1974. Any conflict between the stipulations and any term or condition of this lease (including the schedule attached here) shall be resolved in accordance with the relevant term or condition of this lease.

11. Before the premises may be used as an airstrip, Tenant shall put into effect reasonable regulations, that shall first be approved as herein-after provided, to regulate the use and operation of the premises as a public airstrip. The regulations, and any amendment thereto, shall take effect only upon the prior written approval of the administrator of the Federal Aviation Administration. Said regulations, and any amendment thereto, shall not conflict in any way with the terms and conditions of this lease, or the stipulations referred to herein above. Certified copies of the regulations and of all amendments thereto shall be delivered by Tenant to the Secretary upon request.

12. After the airstrip and its facilities have been initially constructed and the premises may be used as an airstrip, Tenant shall at all times, except as otherwise expressly provided in section 13 hereof, keep the premises in good repair, ordinary wear and tear excepted, and operate, fully equip and maintain the premises as a public airstrip in accordance with the terms and conditions of the lease, the stipulations herein above referred to, the rating requirements of the Federal Aviation Administration and the regulations approved by the Federal Aviation Administration. To this end, and not by way of limitation, Tenant shall at all times furnish, or cause to be furnished, on the premises such buildings, structures and other facilities, equipment, personnel, aircraft and passenger services, fuel, lubricants, parts and other supplies as shall be necessary and appropriate to so operate, equip, maintain and keep in repair the premises and to make the premises available and suitable for public use as a safe, lawful, efficient and fully operative public airstrip for the types of aircraft that the airstrip has been or shall be rated by the Federal Aviation Administration to accommodate.

13. Landlord hereby reserves, and may exercise at any time or from time to time, the following rights (A) All departments and agencies of Landlord now or hereafter operating aircraft shall have the right of free and unrestricted use of the airstrip, including but not limited to, all runways and aircraft taxi strips, all common ramps and aprons, all common aircraft fueling areas, and all common areas and facilities that shall be used by aircraft or vehicles for maintenance, loading, unloading or parking purposes. Subject to the prior written approval of the Secretary, each department or agency of Landlord shall also have the right to select any appropriate part or parts of the premises for its use or occupancy without any obligation on the part of any federal officer or landlord to pay any direct or consequential damages,

rent, or other compensation of any kind and to construct, erect, and install on the appropriate part or parts of the premises such buildings, structures and other facilities as the head of the department or agency shall deem advisable, including without limitation, facilities for maintaining supplies of fuel, oil and other materials for the operation and maintenance of departmental or agency aircraft, to the extent that is practicable to do so, the Secretary shall confine his approval to only the area or areas of the premises that shall be designated on the final layout and site plan of the premises as "Reserved for U.S. Government Use." (B) Whenever the President of the United States shall deem it necessary to do so for military purposes Landlord shall have the right, which shall be exercised and enforced by the Secretary of the Army, to appropriate and assume full and exclusive possession, use and control of the premises, without any obligation on the part of the Landlord or the Secretary of the Army to pay any direct or consequential damages, rent or other compensation of any kind, and subject to such compensation as may be authorized as allowed by law, to appropriate any or all fuel stocks, lubricants, supplies, parts, machinery, apparatus or equipment on the premises not owned at the time by Landlord and that, in the judgment of the Secretary of the Army, shall be considered necessary or useful to properly operate the airstrip or to service aircraft, aircraft crews or military or government personnel. In such eventuality, this lease shall be suspended, and the rental obligations hereunder of Tenant shall be abated, for the period during possession, use and control of the premises. Any such suspension of the lease shall not operate to extend the term of this lease. (C) Authorized representatives of Landlord, including without limitation, the Secretary, the administrator of the Federal Aviation Administration, the Secretary of Labor, the Secretary of the Army, any member of Congress or any of their respectively authorized representatives, shall have the right to enter upon all or any part of the premises at any time for inspection or other lawful purposes, including the right to obtain access to and to examine to the extent necessary for the enforcement or administration of this lease, any and all books, records or documents relating to any activity or operation conducted in whole or in part on the premises. (D) The Secretary shall have the right, at any time and from time to time, to regulate and fix on a reasonable basis the rate or price for any accommodation or service afforded on the premises that may be provided to the public or to any agent, employee or officer of Landlord acting in his official capacity. (E) The Secretary shall have the right to grant or issue appropriate authorizations for compatible uses on or adjacent to any part of the premises. Landlord further reserves all rights reserved or directed to be reserved to Landlord under any applicable law or regulation of the United States to the extent that such right may not be expressly reserved above in this section.

14. Tenant shall not at any time, either voluntarily or involuntarily assign, hypothecate or transfer, by operation of law or otherwise, this lease or any right or privilege granted under or afforded by virtue of this lease. Any assignment, hypothecation or transfer made or attempted in violation of the terms of this section shall be null and void for any and all purposes whatsoever and, at the option of the Landlord, shall be grounds for the termination at any time of this lease by Landlord.

15. Tenant shall not sublet the whole or any part of premises or, except as otherwise expressly provided in section 13 hereof, suffer or permit the premises or any part thereof to be sublet or to be used or occupied by others under any actual or constructive occupancy or possession without, in each instance, first obtaining the prior written consent of Landlord. Any sublease or any use or occupancy, made or attempted in violation of the foregoing terms and conditions of this section shall be null and void for any and all purposes whatsoever, and at the option of Landlord, shall be grounds for the termination at any time of this lease by Landlord. The violation of any term or condition of this lease, by any act or omission of any under-tenant or occupancy or of any contractor or subcontractor (at any tier) of Tenant or of others holding under or through Tenant, shall be deemed to be a violation of such term or condition by Tenant to the same extent and as fully as if the act or omission was that of the Tenant and not that of the under-tenant, contractor or subcontractor. Tenant shall attach, or cause to be attached, a legible copy of this lease to all under-leases and occupancy authorizations that may be consented to by Landlord and each such consent shall be made or given on the condition that the under-tenant or occupant shall expressly agree to take possession or occupancy subject to all of the terms and conditions of this lease and of the written consent of Landlord in no event shall Landlord consent to a proposed sublease or occupancy covering all or substantially all of the premises.

16. To the extent practicable, Tenant, its contractors and subcontractors (at any time) shall not damage or suffer to be damaged any fish, wildlife or biotic resources in the general area of the premises upon which persons living in the area rely for subsistence purposes. Tenant, its contractors and subcontractors (at any tier) will comply promptly with all requirements and orders of the Secretary to protect the interests of persons living in the general area of the premises who rely on the fish, wildlife and biotic resources of the area for subsistence purposes. Upon the order of the Secretary, Tenant, its contractors and subcontractors (at any tier) shall provide emergency subsistence and other aid, as required by the Secretary, to any affected Alaska Native, Native organization or other person pending expeditious filing of, and determination of, a claim by such Alaska Native, Native organization or other person under section 204 (A) of the Trans-Alaska Pipeline Authorization Act. The decision of the Secretary to issue an order may be based on statements, made under oath, by such Alaska Native, Native organization or other person seeking emergency aid. For the purposes of stipulation 2.3.1 of the stipulations, this section referred to in section 10 hereof shall be deemed to be a part of the said stipulations.

17. Tenant shall promptly discharge, by bond or otherwise, or cause so to be discharged, to the satisfaction of the Secretary, any lien or charge of any kind encumbering or purporting to encumber all or any part of the leasehold of this lease, or the fee simple title or reversion to the land, and all buildings, structures or other facilities that at any time constitute the premises, if the lien or charge results from any failure or refusal on the part of Tenant, or of those holding or claiming to hold under or through Tenant, to pay, satisfy or otherwise dispose of any claim or obligation for labor, materials or services of any kind arising out of or connected in any way with any construction, repair or maintenance activity that during the term of this lease shall take place on or be related to the

premises or any part thereof, provided, however, that the foregoing terms and conditions section shall not apply to any construction, repair or maintenance activity that the Landlord may order for its own exclusive use and benefit and not in accordance with any right that the Landlord may exercise to remedy any default or violation of this lease. The foregoing conditions of this section shall not be construed to constitute the consent of Landlord or Tenant to the creation of any lien or charge against the property or any interest in property of Landlord or Tenant or to be in derogation of any prohibition or limitation that may now or hereafter exist with respect to the imposition or recognition of any lien or charge against the property or any interest in property of Landlord or Tenant.

18. Tenant shall comply with all applicable federal laws and regulations now or hereafter enacted or any regulations promulgated, including without limitation all applicable regulations of the Department of the Interior or of the Federal Aviation Administration provided, however, that the regulations of the Department of the Interior relating to certain public airport leases (43 CFR subpart 2911) shall not be applicable to this lease.

19. If, after written notice as provided in section 20 hereof, Tenant shall fail or refuse to observe or perform promptly and diligently any term or condition of this lease on the part of Tenant to be observed or performed or for which Tenant shall be held accountable in accordance with the terms and conditions of section 15 hereof, Landlord may take such action as, in the judgment of the Secretary, shall be necessary or appropriate to remedy the default or violation. All costs and expenses thereby incurred by Landlord shall, upon the written demand of Landlord, become due and payable by Tenant to Landlord; and any sum or sums becoming so payable shall be deemed to be additional rent hereunder.

20. If, within ten (10) days after (and not including) the due date thereof, Tenant shall fail or refuse to pay any rent or other sum becoming due and payable to Landlord under or in accordance with the terms and conditions of this lease or if, within thirty (30) days after (and not including) the delivery of a written notice thereof to Tenant by Landlord, Tenant shall fail to remedy promptly and diligently any violation or default with respect to any term or condition of this lease on the part of the Tenant to be observed or performed or for which Tenant shall be held accountable in accordance with the terms and conditions of section 15 hereof, then, at any time thereafter, Landlord may serve a written notice upon Tenant that Landlord elects to terminate this lease upon a day certain, not less than three (3) days after (and not including) the date of such notice of election, and this lease shall automatically come to an end and expire on the day certain as if that day had been originally fixed as the expiration date of the term of this lease. No such default or violation shall be, or shall be deemed to be waived by Landlord unless and until the Secretary shall sign and deliver a written instrument of waiver to that effect.

21. If this lease shall be terminated, as provided in section 20 hereof, or by summary proceeding or otherwise, or if the premises or any part thereof shall become vacant during the term of this lease, Landlord may, at any time thereafter, re-enter and resume possession of the premises or the vacated part thereof, and remove all persons and property from the premises, or the vacated part thereof, by an appropriate action at law, or by special proceeding or by force or otherwise, without being liable for any claim or

damages of any kind. Tenant hereby waives irrevocably all rights under any existing or future law to redeem the premises or any part occupied by Landlord in accordance with the terms and conditions of this lease.

22. Upon the termination of this lease by expiration of the term (or any renewal term) hereof or otherwise, Tenant shall peaceably and quietly surrender and yield up the premises (including all buildings, structures and other facilities constructed thereon) unless otherwise directed in writing by the federal Authorized Officer in accordance with the stipulations referred to in section 10 hereof in a state of good order and repair, ordinary wear and tear excepted; and Tenant shall also repair, to the satisfaction of the federal Authorized Officer, any and all damage occasioned by the removal of any mixed or personal property.

23. Any notice or other communication that is required to be given or made, or that may be given or made, by Landlord or by Tenant to the other in connection with this lease or the premises, shall be deemed to have been delivered if and when the notice shall be (a) in written form (b) deposited, for mailing purposes, in a United States general or branch post office (c) recorded as registered or certified mail, return receipt requested, and (d) addressed as follows:

If addressed to Landlord:

If addressed to Tenant:

Landlord or Tenant, from time to time, may designate by written notice a new address to which all subsequent notices or communications may be directed.

~~24. If any part of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected and shall be valid and enforced to the fullest permitted by law.~~

~~25. The waiver by either party hereto of any violation of, or default with respect to, any term or condition of this lease by the other party hereto, shall not be construed to be a continuing waiver or a waiver of, or consent to, any subsequent or prior violation or default on the part of such other party, of the same or any other term or condition of this lease.~~

26. No remedy conferred by lease upon or reserved to Landlord is intended to be exclusive or any other remedy provided by this lease or by law, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in equity or at law.

27. Each and every covenant contained in this lease is, and shall be deemed to be separate and independent of, and not dependent on, any other covenant contained in this lease.

28. The marginal headings in this agreement are for convenience only, and do not purpose to, and shall not be deemed to, define, limit or extend the scope or intent of any term or condition of this lease. In witness whereof, the parties hereto have each duly executed this lease, in two duplicate counterparts, as of the date first above written.

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
SECRETARY OF THE INTERIOR

STATE OF ALASKA

BY \_\_\_\_\_