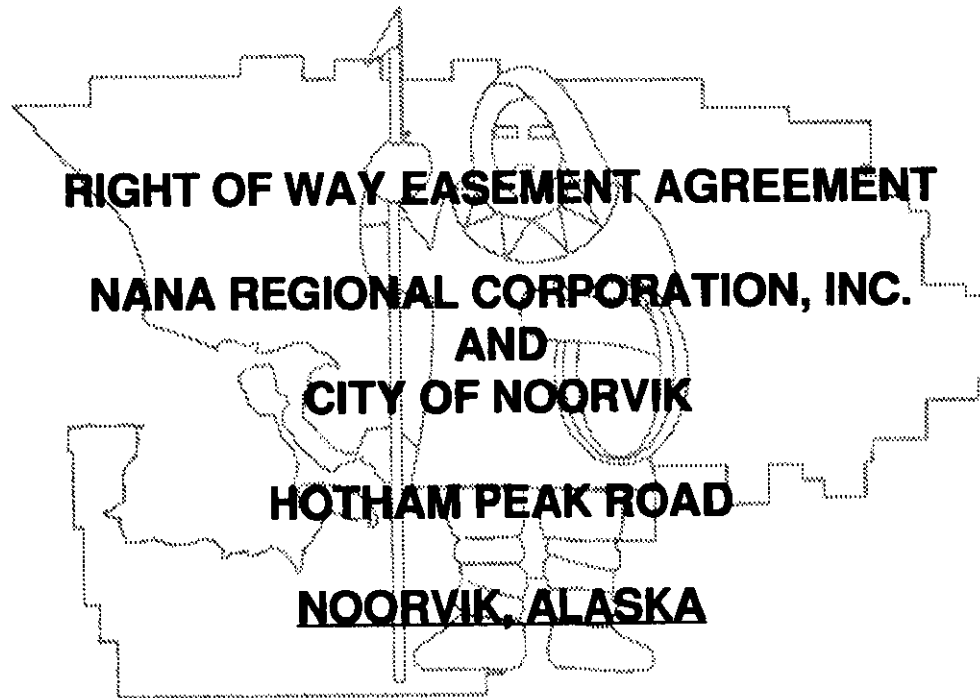


BOOK 46 PAGE 179
Kotzebue Recording District



AFTER RECORDING RETURN TO:
ED BUSCH
NANA REGIONAL CORPORATION, INC.
1001 EAST BENSON BLVD.
ANCHORAGE, ALASKA 99508

KNOW ALL MEN BY THESE PRESENTS THAT NANA REGIONAL CORPORATION, INCORPORATED (hereinafter "Grantor") does hereby grant unto the City of Noorvik (hereinafter "Grantee"), whose address is P.O. Box 146, Noorvik, Alaska 99763, and to its successors and assigns, a right-of-way easement upon the lands of the GRANTOR, situated in the Kotzebue Recording District, Second Judicial District, State of Alaska, and more particularly described as follows:

- I. **PREMISES:** Easement shall be one hundred feet (100') in width and shall extend from the boundary of the Noorvik townsite (United States Survey 5069) a distance of approximately nine (9) miles in a westerly direction to its terminus at a gravel pit located at Hotham Peak, containing approximately 109.1 acres more or less. The easement is for a road to provide access to a gravel source located at Hotham Peak. Portions of this right-of-way easement are within the 60 foot right-of-way that extends from the Noorvik townsite to the existing landfill as conveyed to the Grantee by Grantor under the provisions of Section 14(c)(3) of ANCSA and as shown on Plat #93-5 filed in the Kotzebue Recording District.

A preliminary drawing of the location of the proposed right-of-way prepared by the Alaska Department of Transportation and Public Facilities is attached to this **RIGHT-OF-WAY EASEMENT** as Appendix A.

The location of this easement is within the following described property: Sections 1, 2, 3, 4, 5, 6, 10, 11 and 12, Township 16 North, Range 10 West; Sections 1, 2, 3, and 4, Township 16 North, Range 11 West; and Section 34, Township 17 North, Range 11 West, all within the Kateel River Meridian.

Upon completion of the road construction, an as-built drawing will be prepared and become Appendix A of this **RIGHT-OF-WAY EASEMENT**, replacing the preliminary Appendix A drawing prepared prior to construction. The easement created herein shall be that which encompasses the actual location of the 100 foot right-of-way for the road. A copy of the as-built drawing will also be provided the Grantor.

- II. **PURPOSE AND COVENANT:** This grant of right-of-way easement is for the sole purpose of designing, constructing, operating and maintaining a road from the community of Noorvik to a material source located at Hotham Peak.

The Grantor covenants that it is the owner of the above-described lands.

- III. **EFFECTIVE DATE:** The effective date of this **RIGHT-OF-WAY EASEMENT** is the 15th day of June, 1996.

IV. **TERM:** This grant of right-of-way easement expires at such time as one or more of the following occur:

1. 25 years after date of execution of this **RIGHT-OF-WAY EASEMENT**;
2. Issuance by Grantor to the appropriate public entity of title to the surface estate of the 100 foot right-of-way as occupied by the completed road, if appropriate; or
3. Cessation of use of the right-of-way easement for a public road.

Notwithstanding the above, the term of this **RIGHT-OF-WAY EASEMENT** may be extended under such terms as both Grantor and Grantee may agree to in writing.

V. **ADDITIONAL RIGHTS OF GRANTEE:** Along with the right, privilege and authority to construct, reconstruct, maintain, repair, operate, improve, and update upon the above-described lands a road, this grant of a right-of-way easement includes the following rights:

1. To have ingress and egress to said lands;
2. To cut, trim and/or remove trees, shrubs, and other vegetation within the easement. No herbicides may be used in the construction and maintenance of the easement.
3. To clear and keep the above-described lands free from fences, buildings, pavements, or other structures which, in the judgement of Grantee, might interfere with, threaten, or endanger the operation and maintenance of said road or may increase the safety risks to the Grantor or its property;
4. To license, permit or otherwise agree to the joint use or occupancy of said road by any other person, firm or corporation for telephone, electrification, or utility purposes.

It is further understood that the failure of the grantee, its successors or assigns, to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of such rights. The undersigned covenants that it is the owner of the above-described lands.

VI. **CONDITIONS OF GRANT:** Grantee agrees to the following conditions as consideration for the grant of the right-of-way easement:

1. Grantee shall indemnify, save harmless, and defend the Grantor, its agents, consultants, and employees from any and all claims or actions for injuries or damages sustained by any person on the premises arising directly from the design, construction, maintenance, operation or use of the road, including any and all claims as they relate

to the use and disposal of hazardous waste and hazardous substances; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Grantor's negligence.

2. Grantee shall maintain in force during the term of this **RIGHT-OF-WAY EASEMENT**, or shall require any and all contractor(s) hired to construct the road upon the Premises, the following types and limits of insurance coverage:
 - a. Workers' Compensation Insurance and Occupational Disability Insurance in compliance with the requirements of laws of the State of Alaska, including coverage for Employer's Liability with a limit of not less than \$100,000 each accident, \$100,000 per disease and employee, and \$500,000 disease limit policy;
 - b. Commercial General Liability Insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined single limit.
 - c. Automobile liability insurance for all owned, hired, and non-owned vehicles of not less than \$1,000,000 for each occurrence, combined limit for bodily injury and property damage.
 - d. Grantee is to provide Grantor a certificate of insurance and is to name Grantor as an additional insured as respects commercial general liability and automobile liability, and shall be provided certificates of insurance for the above policies within 10 days of the issuance of this **RIGHT-OF-WAY EASEMENT**. All insurance policies required in this section shall contain a waiver of subrogation clause.

NANA shall be afforded 30 days notice of cancellation of or any material change in any of the above required insurance policies.

3. Grantee will use due diligence in maintaining the right-of-way to ensure that use of the right-of-way by the public will be safe and that every reasonable effort will be made to eliminate or minimize hazards to use of the road;
4. All of the rights conferred hereunder may be assigned, sold, conveyed or otherwise disposed of by Grantee upon the prior written authorization of Grantor, which consent will not be unreasonably withheld; in any event, Grantee shall not be released of its obligations hereunder;
5. All understandings and agreements are merged herein and no provision hereof may be waived except in a writing signed by the party to be charged with such waiver;

6. If any provision of this **RIGHT-OF-WAY EASEMENT** or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this **RIGHT-OF-WAY EASEMENT** which can be given effect without the invalid provision or application, and to this end the provisions of this right-of-way are declared to be severable;
7. The provisions hereof apply to and are binding upon the heirs, executors, administrators, successors, and assigns of the parties. The representations, warranties and covenants herein shall survive the closing. The parties agree that this instrument may be recorded by either party pursuant to the provisions of AS 34.15.340(a)(6);
8. This **RIGHT-OF-WAY EASEMENT** shall not be construed more strongly against one party than the other. Each party warrants that it has had the opportunity to consult with legal counsel before the execution of this **RIGHT-OF-WAY EASEMENT**:

GRANTOR: NANA REGIONAL CORPORATION, INC.

BY: Frank P. Greene

ITS: DIRECTOR OF LANDS

GRANTEE: CITY OF NOORVIK

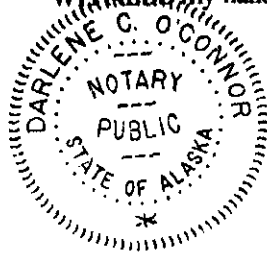
BY: Geek Spr

ITS: Vice Mayor

STATE OF ALASKA)
) SS.
SECOND JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 18th day of June, 1996, before me, the undersigned Notary Public, personally appeared Frank P. Greene, to me known and known to me to be the Director of Land of NANA REGIONAL CORPORATION, INC., the corporation named in the foregoing Right-of-Way Easement, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing Easement as the free act and deed of said GRANTOR for the uses and purposes therein stated.

WITNESS my hand and notarial seal on the day and year in this certificate first above written.



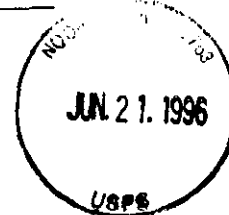
Darlene C. O'Connor
Notary Public in and for Alaska
My Commission Expires: 7-7-99

STATE OF ALASKA)
) ss.
SECOND JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21st day of June, 1996, before me, the undersigned Notary Public, personally appeared Gene K. Sampson, to me known and known to me to be the Vice President of the CITY OF NOORVIK, and He acknowledged to me that He had executed the foregoing Right-of-Way Easement as the free act and deed of said GRANTEE for the uses and purposes therein stated.

WITNESS my hand and notarial seal on the day and year in this certificate first above written.

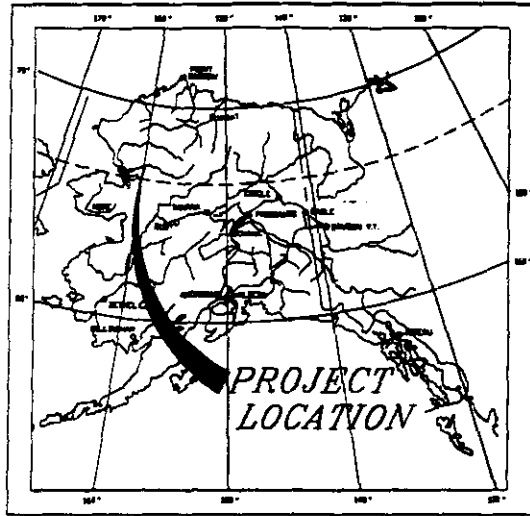
V. P. H.
Notary Public in and for Alaska
My Commission Expires: _____
Postmaster/Notary Public
Per USPS ASM 122.44



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Kotzebue Recording District

APPENDIX A

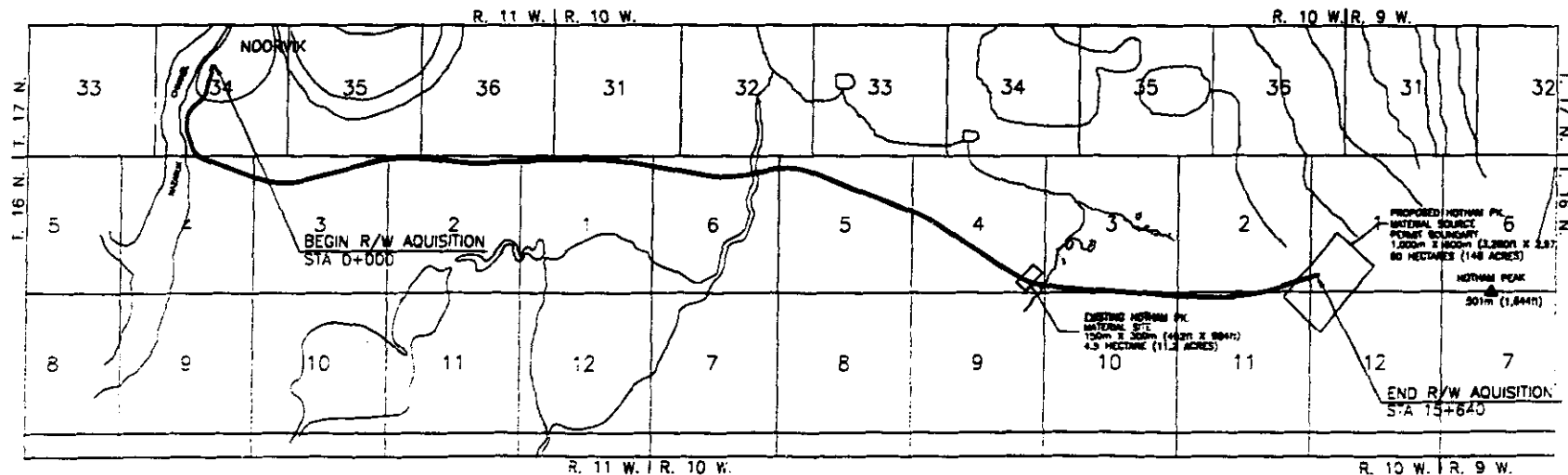
Attached to and incorporated by reference into this **RIGHT-OF-WAY EASEMENT** is the preliminary drawing of the Hotham Peak Road right-of-way as prepared by the Alaska Department of Transportation and Public Facilities.



KEY MAP

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION

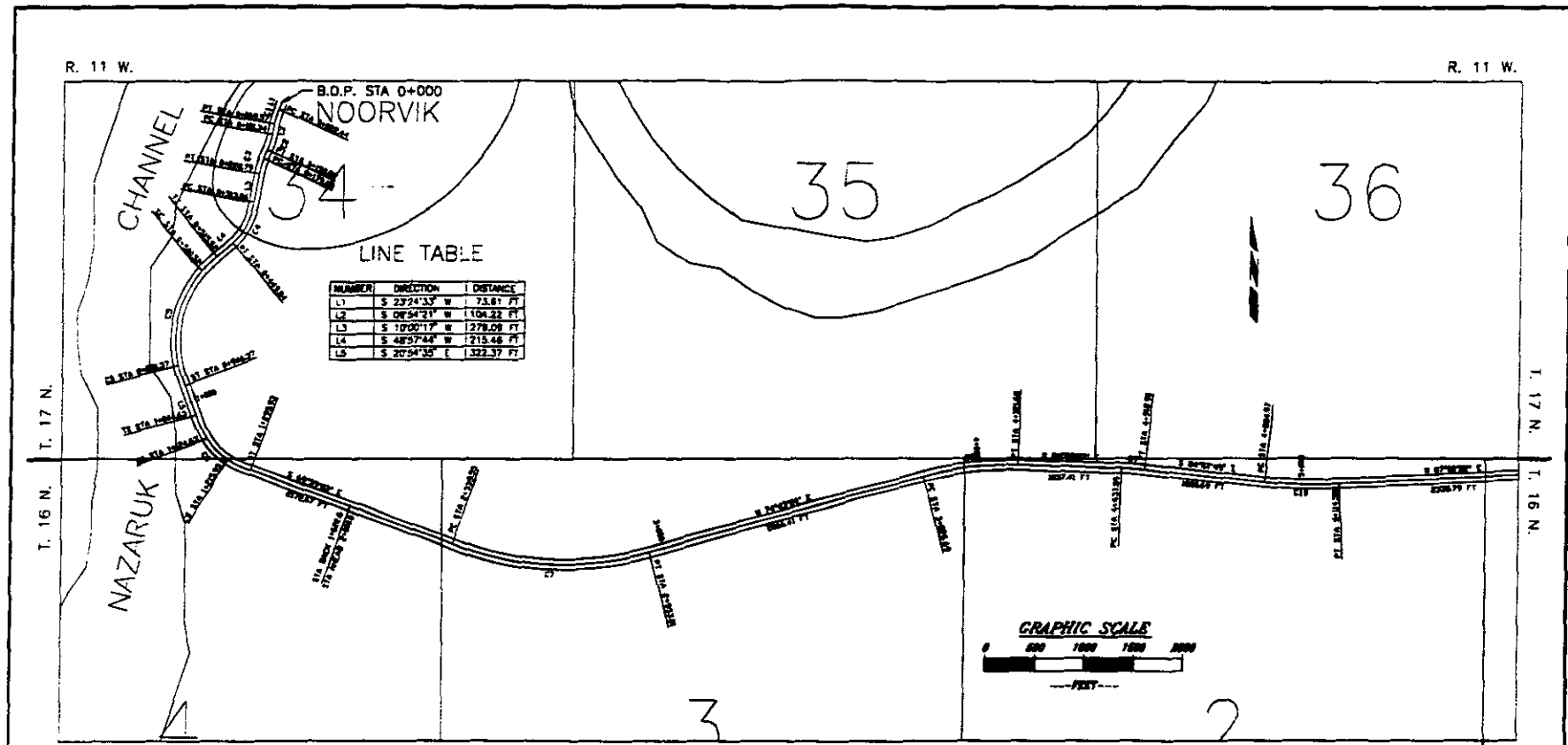
PROPOSED HIGHWAY PROJECT
RIGHT OF WAY
STP-0002(41)/66401
NOORVIK-HOTHAM PEAK
AND LANDFILL ROAD



ALL TOWNSHIPS AND RANGES PART OF KATEEL RIVER MERIDIAN

ALL STATIONING IN METERS

REVISED: 06/05/95



CURVE TABLE

NUMBER	Δ	R	L	Δ	T	R	L
01	113°30'12"	L2	08°45'35"	77.69	856.17	154.64	
02	114°10'37"	R1	08°45'35"	81.80	856.17	182.36	
03	114°04'47"	L1	08°45'35"	81.82	856.17	181.22	
04	136°57'28"	R7	08°45'35"	232.08	856.17	448.19	
05	57°27'28"	L1	05°48'17"	538.51	984.25	987.04	
06	126°08'22"	L1	08°45'35"	152.43	856.17	299.55	
07	135°17'53"	L1	01°44'33"	1048.18	3788.25	2025.79	
08	185°17'45"	R1	01°44'33"	487.43	3788.25	987.82	
09	104°17'18"	R1	01°44'33"	123.11	3788.25	248.11	
10	108°45'45"	L1	01°08'48"	377.45	4825.25	763.53	

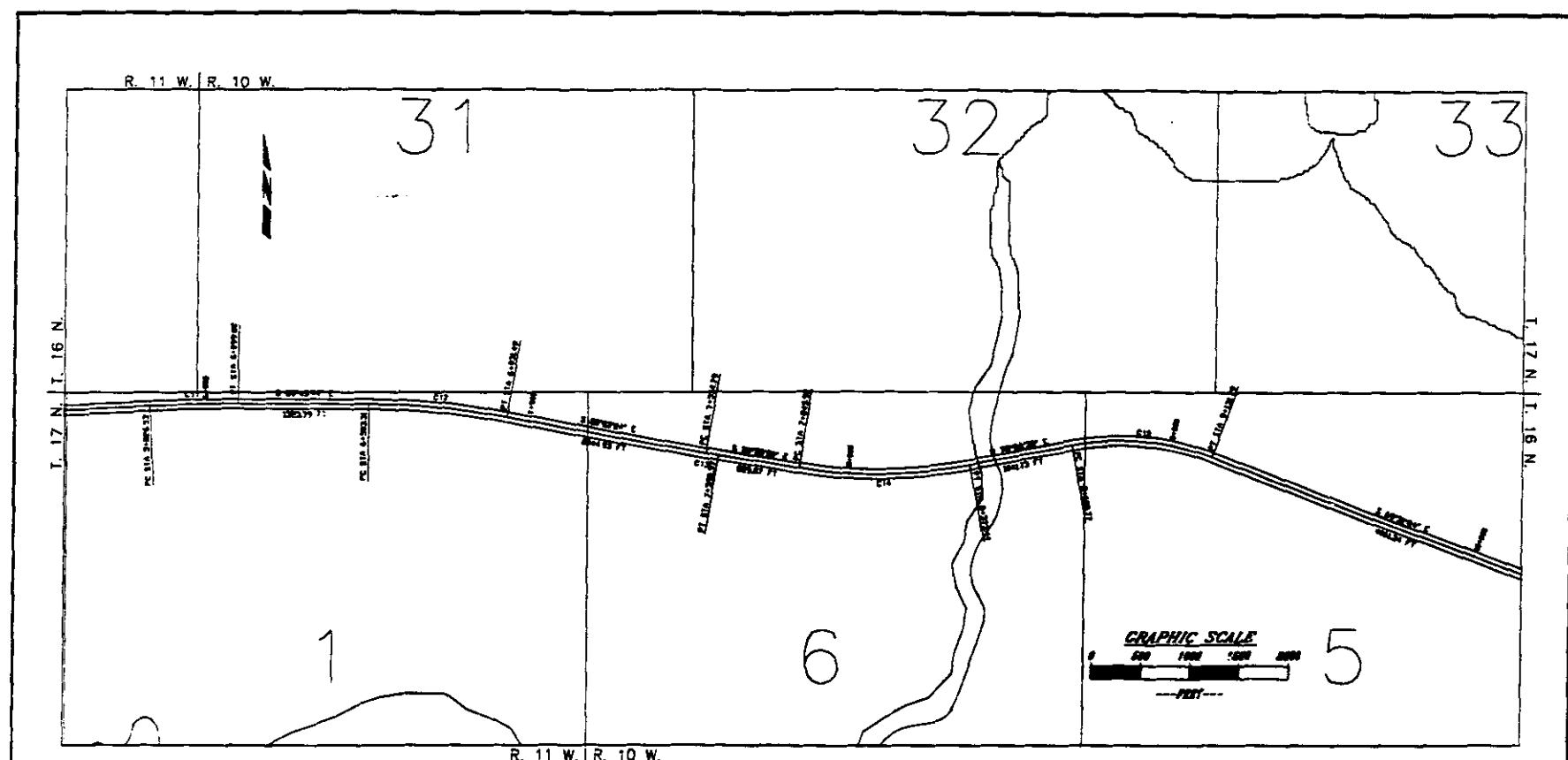
ALL TOWNSHIPS AND RANGES PART OF KATEEL RIVER MERIDIAN
 WIDTH OF R.O.W.: 100 FT



REVISED: 06/05/96

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 ALASKA PROJECT INC.
 STP-0002(41)/08401

SCALE 1" = 1000' SHEET 2 OF 5



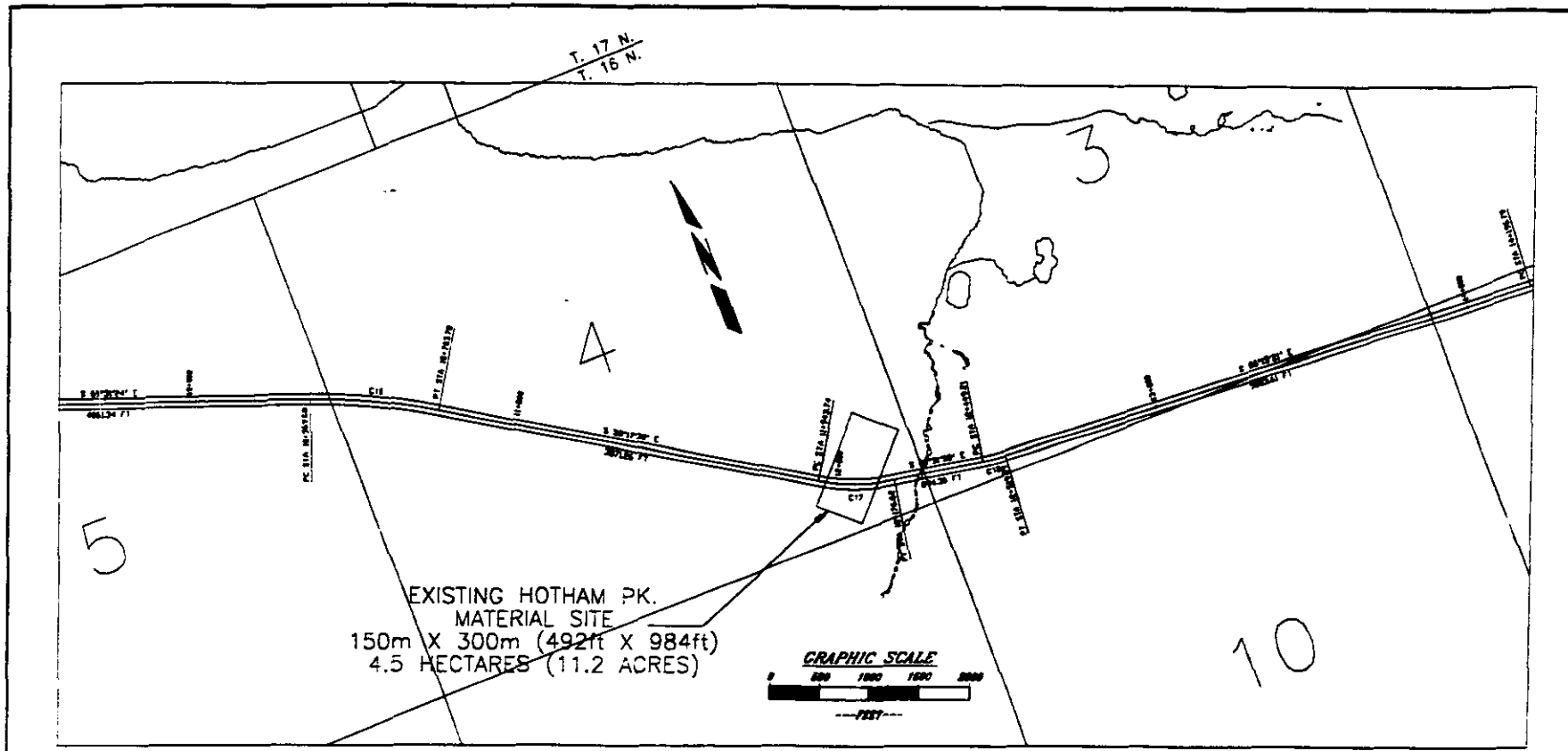
CURVE TABLE

NUMBER	A	BT/A	D	T	PT	R	PT	L	PT
C11	103°07'54"	RT	00°20'57"	448.42	18404.20	896.81			
C12	109°42'20"	RT	00°41'27"	704.09	8283.16	1404.80			
C13	100°51'56"	LT	00°41'27"	83.84	8283.16	125.26			
C14	120°08'01"	LT	07°09'48"	1874.37	4823.60	1730.70			
C15	131°31'57"	RT	02°10'45"	742.26	2829.07	1448.80			

ALL TOWNSHIPS AND RANGES PART OF KATEEL RIVER MERIDIAN
 WIDTH OF R.O.W.: 100 FT

REVISED: 06/05/96

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 ALASKA PROJECT NO.
 BTP-0002(41)/88401



RANGE 10 WEST

CURVE TABLE

NUMBER & RT/L	D	PT	PT	PT	PT
C16 111°13'54" R	0782.27	1848.56	8915.73	1282.97	
C17 127°14'26" L	0754.39	1386.80	1968.38	764.06	
C18 105°43'26" L	0226.27	1113.07	2301.78	228.95	

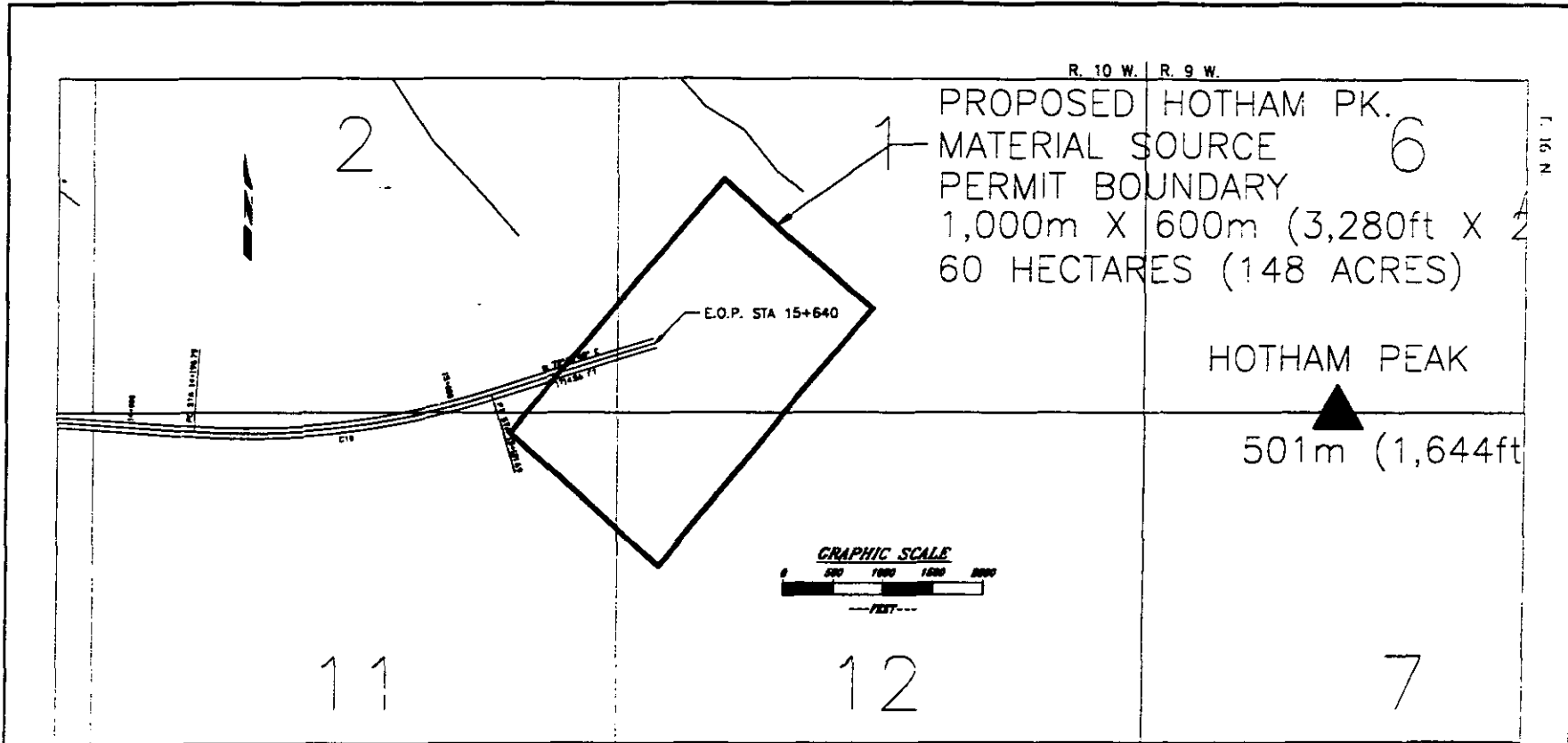
ALL TOWNSHIPS AND RANGES PART OF KATEEL RIVER MERIDIAN
 WIDTH OF R.O.W.: 100 FT

REVISED: 06/05/96

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 ALASKA PROJECT NO.
 BTP-0002(41)/86401

SCALE: 1" = 1000'

SHEET 4 OF 5



CURVE TABLE

NUMBER	Δ P.C.	Δ P.T.	Δ T.A.	Δ L	Δ E	Δ N
C19	205°35'	0°	004°20'	1534.37	8293.18	3034.43

ALL TOWNSHIPS AND RANGES PART OF KATEEL RIVER MERIDIAN
 R.O.W. WIDTH: 100 FT

REVISED: 06/05/96

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 ALASKA PROJECT NO.
 STP-0002(41)/66401

SCALE: 1" = 1000'

SHEET 5 OF 5

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Kotzebue Recording District

96-581

RECORDED - SEE 4800
<u>Kotzebue</u> REC. DIST.
DATE <u>7/11</u> , 19 <u>96</u>
TIME <u>12:28</u> P M
Requested by <u>YAMA</u>
Address _____