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2010-019730-0

Recording Dist: 401 - Fairbanks
10/20/2010 2:24 PM Pages: 1 of 6



ACCESS EASEMENT

The GRANTOR, Fairbanks North Star Borough, a municipal corporation of the State of Alaska, P.O. Box 71267, Fairbanks Alaska 99707-1267, hereby grants to the GRANTEES Kenneth Severin and Aldona Jonaitis, husband and wife, of 425 Bullion Dr., Fairbanks Alaska 99712-2093, and their invitees, heirs, successors and assigns, an appurtenant easement for access purposes over the following described real property located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska:

A strip of ground 40 feet in width within the N1/2 of Section 1, T.1N., R.1E., and the S1/2 of Section 36, T.2N., R.1E., F.M., AK. Whose centerline follows approximately along an existing access road and is more particularly described as follows; Commencing at the northeast corner of Section 1 common to the southeast corner of Section 36 marked by a 3 1/4" brass cap; thence due West along the common section line of Sections 1 and 36 a distance of 2,639.17 feet to the common 1/4 corner marked by a 2 1/2" brass cap; thence N18°00'24"W a distance of 2,499.11 feet to the approximate intersection of the centerlines of Gilmore Trail and an existing access road and being the **True Point of Beginning**:

- L1 thence S16°04'54"E a distance of 56.31' to a point;
- L2 thence S07°34'58"E a distance of 56.31' to a point;
- L3 thence S02°56'07"W a distance of 255.50' to a point;
- L4 thence S05°52'49"W a distance of 200.13' to a point;
- L5 thence S03°22'02"E a distance of 101.53' to a point;
- L6 thence S13°58'45"E a distance of 89.77' to a point;
- L7 thence S12°02'32"E a distance of 133.89' to a point;
- L8 thence S05°50'57"E a distance of 104.39' to a point on a tangent curve to the left;
- C9 thence along a curve having a radius of 226.57', a delta of 36°37'53", an arc length of 144.85' and a chord bearing and distance of S24°09'50"E, 142.40' to a point;
- L10 thence S42°28'48"E a distance of 143.62' to a point on a tangent curve to the right;
- C11 thence along a curve having a radius of 296.51', a delta of 43°08'41", an arc length of 223.28' and a chord bearing and distance of S20°54'28"E, 218.04' to a point;

L12 thence S00°39'57"W a distance of 129.56' to a point;
 L13 thence S03°46'22"W a distance of 162.35' to a point;
 L14 thence S10°38'24"W a distance of 111.94' to a point;
 L15 thence S11°29'12"W a distance of 233.56' to a point;
 L16 thence S07°55'39"W a distance of 243.36' to a point;
 L17 thence S11°53'00"W a distance of 300.38' to a point;
 L18 thence S13°24'36"W a distance of 318.19' to a point;
 L19 thence S51°06'59"E a distance of 121.45' to a point;
 L20 thence S57°17'05"E a distance of 101.41' to a point;
 L21 thence S58°43'01"E a distance of 124.51' to a point;
 L22 thence S54°07'56"E a distance 148.02' to a point on a
 tangent curve to the left;
 C23 thence along said curve having a radius of 247.41', a delta of
 29°26'23", an arc length of
 127.12' and a chord bearing and distance of S68°51'07"E,
 125.73' to a point;
 L24 thence S83°34'20"E a distance 380.83' to a point on a
 tangent curve to the right;
 C25 thence along said curve having a radius of 328.94', a delta of
 34°36'41", an arc length of
 198.71' and a chord bearing and distance of
 S66°15'59"E, 195.70' to a point;
 L26 thence S48°57'39"E a distance 338.55' to a point on a
 tangent curve to the right;
 C27 thence along said curve having a radius of 221.37', a delta of
 37°34'31", an arc length of 145.18' and a chord bearing and
 distance of S30°10'23"E, 142.59' to a point on the north boundary a
 parcel, E1/2 of the SW1/4 of the NE1/4 of Section 1 and the Terminus of
 this easement and being S89°57'23"W, 17.42' from the northwest of
 corner of said parcel marked by a 1 1/2" cap on a 5/8" rebar. Extending and
 foreshortening the side lines of said easement to meet the existing right-
 of-way of Gilmore Trail and the north boundary of the GRANTEE'S parcel,
 the E1/2 of the SW1/4 of the NE1/4 of Section 1.

Reference attached Figure 1.

Said easement contains approximately 4.1968 acres.

This easement is for the sole purpose of providing the GRANTEES, their invitees, heirs, successors and assigns, surface access from Gilmore Trail, a state owned right of way under the principles of RS2477, within the S1/2 of Section 36, T.2N., R.1E., F.M., AK to the GRANTEE'S property within the E1/2 of the SW1/4 of the NE1/4 of Section 1, T.1N., R.1E. F.M.



The easement shall be appurtenant to and for the benefit of the Grantee's property.

The Grantees, their heirs, successors and assigns, shall indemnify, defend, and hold harmless Grantor and its agents from and against all claims, demands, judgments, costs and expenses which may arise by reason of injury to any person, or damage to any property, in connection with Grantee's use of, or presence on, the easement. This obligation shall be continuing in nature and extend beyond the term of this easement.

The easement shall continue for an initial term of thirty (30) years, with an additional term of thirty (30) years upon the written request of the GRANTEE, their heirs or assigns. The request will not be unreasonably denied.

The rental fee for the first term shall be paid in full upon the execution of this document.

Upon the Grantee's written request for the second term the Grantor, at its expense, shall determine the fee for the second term as determined by the fee schedule set by the Fairbanks North Star Borough Assembly. The Grantee shall pay the fee upon the execution of the term extension.

The Grantor reserves the right to unilaterally amend the private access easement to create a public access easement (Borough Code 25.10.040(D)). Upon the creation of the public easement the Grantee's right of access will merge with the public easement to the extent that the easements are co-located.

In the instance where an adjacent landowner requests a similar access easement from the Grantor, and that easement is co-located within the above described easement, the right of the Grantee to use the easement for the purposes intended shall not be diminished. Any fees to be paid for future use in the second term of this grant would be prorated between the Grantee's then sharing the easement.

Written notice of any assignment by the Grantee or its heirs, successors or assigns of the interests granted herein must be given to the Grantor within thirty (30) days of the assignment.

The Grantor hereby reserves for itself, its successors and assigns, the right to utilize the surface and subsurface of the land subject to the easement for any lawful purpose, which will not significantly interfere, or be inconsistent with, Grantee's use of the property.



IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the 15th day of October, 2010.

FAIRBANKS NORTH STAR BOROUGH

[Signature]
 Paul C. Costello, Director
 Department of Land Management

ATTEST:

REVIEWED:



[Signature]
 Clerk

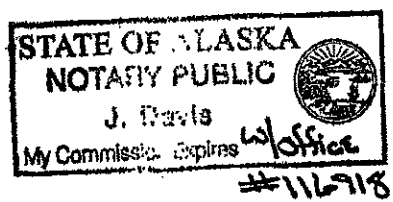
[Signature]
 Borough Attorney

ACKNOWLEDGMENT

STATE OF ALASKA)
)SS
 FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of October, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Paul C. Costello, to me known and known to me to be the Director of the Department of Land Management of the Fairbanks North Star Borough, and he acknowledged that he signed and executed the foregoing instrument as the free and voluntary act and deed of said Borough for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on its behalf.

WITNESS my hand and official seal the day and year in the certificate first above written.



[Signature]
 Notary Public in and for Alaska
 My commission expires: w/office
#116918

Grantees hereby accepts this Grant of Easement on the terms stated above.

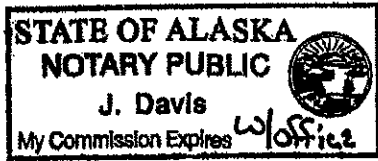
Aldona Jonaitis
Aldona Jonaitis
Date:

Kenneth Severin
Kenneth Severin
Date:

ACKNOWLEDGMENT

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)Ss)

THIS IS TO CERTIFY that on this 15th day of October, 2010, before me, personally appeared Aldona Jonaitis and Kenneth Severin who acknowledged this document of their own free will.

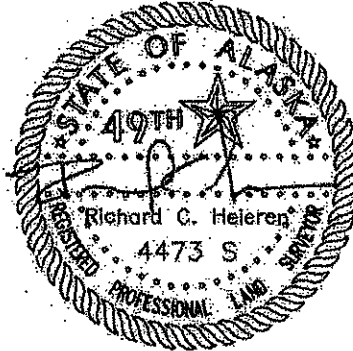


[Signature]
Notary Public in and for Alaska
My commission expires: w/office
#116918

After Recording Return to:
Kenneth Severin and Aldona Jonaitis
425 Bullion Dr.
Fairbanks, Alaska 99712-2093

FIGURE 1

DATE: 07-30-2010



SCALE: 1"=500'

