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STATE OF KANSAS )  
 ) ss.  
COUNTY OF Cheyenne )

**AFFIDAVIT OF COSSETTE L. KIMMEL  
REGARDING THE RECORDED CONTRACTUAL OBLIGATIONS  
AND PRIOR KNOWLEDGE OF PRIVATE ROADWAY EASEMENTS  
BY US AND ALL PURCHASERS AT FRONTIER'S 1974 LAND AUCTIONS**

I, COSSETTE L. KIMMEL, being first sworn on oath, of adult age, competent, and upon personal and direct knowledge, testify as follows, regarding homesteads on Chena Hot Springs Road (hereinafter "CHSR"), recorded auction Real Estates Contracts and recitations therein to pre-published reservations of private, perpetual, non-exclusive roadway easements, which were well known throughout the local community, and their identical private GRANT OF ACCESS EASEMENT<sup>1</sup> recorded November 29, 1974 at Book 47 Page 454-455 to all successors-in-interest of the former Eldridge B. Walker homestead, Patent<sup>2</sup> No. 1234207, recorded December 10, 1963, at Book 161 Page 41, all in the Fairbanks Recording district, Fourth Judicial District, State of Alaska, in the Fairbanks North Star Borough (hereinafter "FNSB").

- T. 1 N., R. 4 E., Fairbanks Meridian, Alaska
- Sec. 28: S1/2 SW1/4 SW1/4 SW1/4;
- Sec. 29: S1/2 S1/2 SE1/4 SW1/4, and SE1/4 SW1/4 SE1/4;
- Sec. 32: E1/2 NE1/4, and E1/2 E1/2 W1/2 NE1/4;
- Sec. 33: W1/2 W1/2 NW1/4.

1. Donald C. Kimmel, who became my husband, came to the CHSR area in 1953 and filed two homestead entries, the second on which he got his 80-acre patent. Our former spouses were cousins. I came to the area in 1957.
2. For decades Donald and I lived at various homesteads and locations on CHSR, where right-of-ways are often pivotal issues. Thus we were knowledgeable of and/or involved in the activities and developments summarized here.
3. We last lived on the two subject tracts, now known as Tax Lots 3318 and 3353 abutting Grange Hall Road at about 20.5 mile CHSR, from about 1975 until 1998 <sup>then 1999</sup> ~~when~~ we sold out to our next-door neighbors of nine years, GEORGE W. LUKER and JI-LU HOU LUKER (hereinafter "Lukers").

<sup>1</sup> Attached as Exhibit "7" hereto.  
<sup>2</sup> Attached as Exhibit "11" hereto.

When recorded, return original to Valerie Therrien, attorney at law, 779 8th Avenue, Fairbanks, AK 99701-4401.

*CK*

4. Dwane J. and/or Patricia Sykes (hereinafter "Sykes") had purchased the entire Walker homestead (recorded April 14, 1973, at Book 73 Page 360) then sold it to their Frontier International Land Corporation's (hereinafter "Frontier", on August 14, 1974, recorded at Book 282 Page 72), partitioned for sale and auction into 2.5- or 5-acre parcels via official FNSB Waivers of Subdivision Requirements.
5. In 1974, through virtually daily local newspaper and radio advertisements we---and the other auction attendees---became aware of Frontier's Public Land Auctions held on or about September 28, 1974, at the Traveler's Inn, and November 30, 1974, at the Tanana Valley Sportsmen's Lodge in Fairbanks, Alaska
6. We, as did the other auction attendees, particularly noted and relied upon the land and easements maps as detailed in Frontier's four-page Auction Map Tabloid published in the Fairbanks Daily News Miner, on Thursday, September, 19, 1974, at pages A-1 thru A-4, and thereafter; a copy is attached and incorporated herein as Exhibit "1" and referred to hereinafter as the "September, 19, 1974, Auction Map Tabloid".
7. Said September 19, 1974, Auction Map Tabloid emphasized that:

*bk*  
*I still have my own original copy from the newspaper*

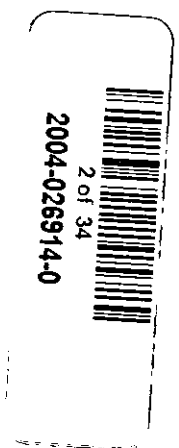
"Every subdivided parcel has been cleared through and approved by the FNSB... Every tract has power and utility access provided and recorded, though not shown on maps. ... **Every parcel has legal road right-of-way access provided, as indicated on maps....** Prospective bidders are encouraged to personally inspect the parcels in advance....

For references contact Bill Stroker, Pres., First National Bank of Fairbanks; Judge Vernon D. Forbes, Pres., Mt. McKinley Savings Bank; or Bill Allen, Alaska National Bank."

8. Of particular interest to my husband and I, near the bottom of page A-3 of said September 19, 1974, Auction Map Tabloid is the subject map #7 of (most of) that former Walker homestead, showing ingress and egress roadway easements to, from and between CHSR at about 20 to 20.5 mile; it shows "66' R.O.W" upon section lines, i.e., 33 feet on each side of the common section lines of Sections 29, 28, 32 and 33, T1N, R4E, F.M., plus "30' R.O.W" easements 30 feet wide on all other roadway easements not imposed upon the section lines, all from Grange Hall Road to, through and for the 31 parcels of the parent homestead property and on to Pheasant Farm Road; said map #7 is referred to hereinafter as the subject "Easement Map #7 from Grange Hall Road" (said Map #7 later was denoted as Exhibit "A" in the subsequently recorded subject Sykes GRANT OF ACCESS EASEMENT<sup>3</sup>).
9. Other newspaper ads, property easement maps, radio advertisements, etc., ran virtually daily in September-November of 1974, many of which again included the subject Easement Map #7 from Grange Hall Road. They further cite that additional copies of the subject September, 19, 1974, Auction Map Tabloid are also publicly available at Borealis Book, Travelers Inn, College Inn Grocer, Fbks. Auction Barn or by writing P. O. Box 80987. A small example of such newspaper ads are shown in Exhibit "2".

<sup>3</sup> Attached as Exhibit "7" hereto.

*bk*



10. In reliance upon the above-said advertisements, particularly upon the subject September 19, 1974, Auction Map Tabloid, my husband and I attended both auctions, and together with friends purchased parcels at both auctions.
11. For example, at the September 28, 1974, public land auction at the Travelers Inn, posted on several large bulletin boards around the hall were several additional copies of the subject News Miner September, 19, 1974, Auction Map Tabloid which contains at page 3 the subject Easement Map #7 from Grange Hall Road properties at 20.5 Mi. CHSR.
12. Before the auction began, the auctioneer from Hess Real Estate Auctioneers first explained that the subject September, 19, 1974, Auction Map Tabloids, posted about the hall, defined the rights and obligations of all auction bidders and purchasers as to utility, vehicle access and roadway easements, and should be carefully studied before any bidding; the hundreds of auction attendees had every opportunity to and/or did study these property and easement maps.
13. The auctioneer (and perhaps also an attorney) again emphasized that each and every property shown on the subject posted and pre-published September, 19, 1974, Auction Map Tabloid:
  - a. had been approved by the Fairbanks North Star Borough via either a formal subdivision or by a Waiver of Subdivision Requirements,
  - b. and emphasized that said Borough approval required---as did Frontier, the auction seller itself---that each and every property offered for sale had the benefit of and was subject to the burden of easements for perpetual, mutual, non-exclusive ingress and egress to and from the various public roadways as shown on the respective parent maps of the said September, 19, 1974, Auction Map Tabloid, and likewise as to power easements to and over every tract.
  - c. and further emphasized that each auction purchaser as well as all their heirs, assigns, subsequent purchasers and successors in interest were likewise bound by the perpetual roadway easements, rights, enjoyments and obligations and also for allowing all other purchasers and successors to enjoy that same non-exclusive use and enjoyment and access through and over each easement as shown on the respective parent-maps of said September, 19, 1974, Auction Map Tabloid.
  - d. and read the note at the bottom of page A-3 of the September, 19, 1974, Auction Map Tabloid, under the subject Easement Map #7 from Grange Hall Road, stating:

**NOTE:** For the above three Mapped areas (5, 6, 7) on this page. The aliquot parcels are officially approved and unsurveyed. There is reserved unto the selier, his heirs and assigns, and unto all successors in interest, a perpetual easement over and upon the roadways and easements indicated on the above stated parcels, as a means of access to and from the Chena Hot Springs Road to all other parcels of real estate located within that section.

- e. and that each successful bidder/purchaser must sign the auction Real Estate Contract prepared by local attorney Eugene R. Belland, copies of which are posted around the hall and which are also commonly referred to as a "contract for

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a deed"; this contract requires the buyer to pay 15% down and then monthly payments into escrow at the First National Bank of Fairbanks for some years toward the deed escrowed there for future conditional delivery, which deed would be tendered and delivered only upon Buyer's full payment, at which time legal title would pass to buyer.

f. and read aloud that each auction Real Estate Contract also expressly stated at paragraph 3:

Title to said real estate shall be conveyed to the Buyer upon full payment of said purchase price, by Statutory Warranty Deed, subject only to reservations, protective covenants, restrictions and easements of record, and including the benefit and burden of access easements affecting said real estate as shown and described in map of this<sup>ex</sup> real estate appearing in Fairbanks Daily News Miner on September 19, 1974 (Pages A-1 thru A-4).  
[emphasis added]

14. At the September 28, 1974, auction, in reliance upon the above facts and upon that pre-published **September, 19, 1974, Auction Map Tabloid**, and its subject **Easement Map #7 from Grange Hall Road**, my husband and I successfully bid and purchased two adjoining parcels, map #7 Ref. Parcels No. 7-3 and 7-4, the latter fronting upon Grange Hall Road, each with their subject roadway easements over their north-most 33 feet adjoining Section 33 section line, and Ref. 7-4 with its roadway right-of-way on its west-most 33 feet adjoining said section line.
15. After we recorded our Kimmel auction Real Estate Contract on November 6, 1974, (exhibit 3)<sup>ex</sup> but before Frontier's second public auction<sup>4</sup> on November 30, 1974, the subject GRANT OF ACCESS EASEMENT was prepared by Attorney Eugene E. Belland and recorded on November 29, 1974 as Instrument 74-23581 at M. I. Book 47 Pages 454-455, Fairbanks Recording District (copy attached hereto and incorporated herein) as Exhibit "7", referred to hereinafter as the subject "**GRANT OF ACCESS EASEMENT recorded November 29, 1974**". Also, still have my copy<sup>ex</sup>
16. This recording gave notice to non-auction contract purchasers and to all the remaining world; this recording also again detailed the identical roadway easements as previously published in the subject Easement Map #7 from Grange Hall Road—and which were already incorporated in all auction Real Estate Contracts by virtue of their reference in paragraph 3 therein to the September, 19, 1974, Auction Map Tabloid.
17. The said **GRANT OF ACCESS EASEMENT recorded November 29, 1974**, contained as Exhibit "A" therein at recorded page 455, that identical subject **Easement Map #7 from Grange Hall Road** with its 33-foot easement on each side of the section lines, found at page A-3 of the subject **September, 19, 1974, Auction Map Tabloid** (Exhibit "1", above), showing ingress and egress roadway access to, from and between Grange Hall Road, Pheasant Farm Road and 20-mile CHSR to and for all 31 parcels exactly as shown in easement map #7, and stating, conveyed from:

<sup>4</sup>and before the recording of Johnny Kalina's auction Real Estate Contract on December 6, 1974. (exhibit 4)<sup>ex</sup>



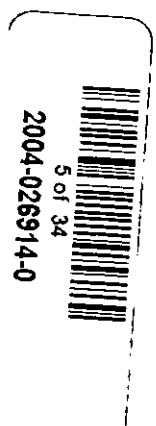
OK

"Frontier International Land Corp. ... to Dwane J. Sykes and Patricia Sykes ... for the benefit of their successors<sup>5</sup> in interest to parcels of real estate shown on the sketch or map annexed hereto as Exhibit "A", a perpetual easement for roadway purposes over and upon the following described real estate...." [emphasis added]

18. There was nothing in the subject GRANT OF ACCESS EASEMENT recorded November 29, 1974, that we and all auction buyers did not already know, and nothing not already incorporated into all auction Real Estate Contracts at paragraph 3.
19. To the November 30, 1974, auction, we took our blind friend, Johnny Kalina, where the similar procedure was followed; but this time also posted to the walls of the auction hall were copies of the subject GRANT OF ACCESS EASEMENT recorded November 29, 1974, the day prior. I believe that auction was conducted by attorney Eugene R. Belland, who we had often used for land transactions. -BK  
and announcements
20. We explained all the above facts and easement benefits and burdens to Johnny Kalina and acted as his agents and advisors, since he was legally blind and hard of hearing.
19. At that November 30, 1974, auction, my husband raised his hand and bid for and on behalf of Johnny Kalina, and in like reliance upon that pre-published September, 19, 1974, Auction Map Tabloid, and its subject Easement Map #7 from Grange Hall Road, and also the subject identical GRANT OF ACCESS EASEMENT recorded November 29, 1974, Johnny Kalina purchased map #7 Ref. Parcel No. 7-16 adjoining us on our west; it was likewise subject to roadway easements over its north-most 33 feet of its own Section 32 section line from Grange Hall Road and also its east-most 33 feet.
20. Attached hereto as Exhibits "3" and "4" are our respective Kimmel and Kalina auction Real Estate Contracts, which each contain the pre-printed paragraph 3 easement wording cited immediately above, relating to the subject Easement Map #7 from Grange Hall Road:

- a. Our September 28, 1974, auction contract signed by Donald C. Kimmel and Cossette L. Kimmel as buyers, and Dwane J. Sykes and Patricia Sykes, President and Secretary for Frontier, as sellers, dated and notarized September 28, 1974 by Virginia Hess of Hess Real Estate Auctioneers, and recorded November 6, 1974, as Instrument 74-22163 at MS BK 46 Pg 897 (Exhibit "3" hereto):
  - i. Auction Easement map #7 Ref. Parcel No. 7-3: the NW1/4 NW1/4 NW1/4 NW1/4 Sec. 33, T1N, R4E, F.M. which Parcel 7-3 is now also known as FNSB Tax Lot 3318 (see Tax Lot maps see Exhibits 5 & 6), and -BK
  - ii. Auction Easement map #7 Ref. Parcel No. 7-4: the NE1/4 NW1/4 NW1/4 NW1/4 of Sec. 33, T1N, R4E, F.M., fronting directly on Grange Hall Road, which parcel 7-4 is now also known as FNSB Tax Lot 3353, of said Sec. 33 (Exhibits 5 & 6, hereto);

<sup>5</sup> Frontier and all auction purchasers and all owners of the former Walker homestead are Sykes' successors.



*Ref*

Note: FNSB designated Tax Lot 3318 as one 5-acre tax lot, until our sale to Lukers, when it was partitioned into the two 2.5-acre tax lots. EK 1999

b. The November 30, 1974, auction contract signed by **John Kalina** c/o **Donald C. Kimmel**, as buyer, and Dwane J. Sykes and Patricia Sykes, for Frontier, as sellers, notarized December 5, 1974, by attorney Eugene R. Belland, and recorded December 6, 1974, as Instrument 74-24114 at MS BK 47 Pg 502 (Exhibit "4", hereto), purchasing:

i. Auction Easement map #7 Ref. Parcel No. 7-16: E1/2 NE1/4 NE1/4 NE1/4 ~~Sec.~~ 33, T1N, R4E, F.M. which Parcel 7-3 became and is now aka **FNSB Tax Lot 3208** (Exhibits 5 & 6). EK SEC 32

NOTE: All three above parcels, Tax Lots 3353, 3318, and 3208 are presently owned by George Luker and Ji Lu Luker, who reside in the house visible on TL 3208 in Exhibit 5. EK former Kalins

21. Soon thereafter, in reliance upon the subject **September, 19, 1974, Auction Map** and its **Tabloid Easement Map #7 from Grange Hall Road**, and its identical **Easement Map #7** also included as Exhibit "A" of the subject **GRANT OF ACCESS EASEMENT recorded November 29, 1974** (Exhibits "1" and "7", above), my husband and I and Johnny Kalina constructed a non-exclusive road to our respective residences from Grange Hall Road, built over and upon our respective north-most 33-foot common easements upon our respective section lines of Section 33 and 32, respectively, as evident on FNSB's 1996-99 quad aerial photos with the Tax Lots "roughly superimposed"<sup>6</sup> via the FNSB's public computer system, Exhibit 5 hereto. EK

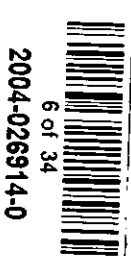
22. Our residence is visible on the photo Tax Lot 3354, and Johnny Kalina's residence is visible on Tax Lot 3208 of Exhibit 5; but we intended and the entire local community knew and understood that use of that entry road was open to perpetual, mutual, non-exclusive, unrestricted use by any and all auction purchasers and all successors-in-interest to Sykes and the Walker homestead. EK (now Luker's)

23. As to the "recording-date priorities" and effects, the fact that ~~the~~ <sup>the</sup> our Kimmel Real Estate Contract (Exhibit 3 above) was recorded November 6, 1974, some days **before** the subject GRANT OF ACCESS EASEMENT recorded November 29, 1974, is wholly immaterial and irrelevant as to our benefit and burden, as well as that of our successors-in-interest to the above-said private easements, because:

a. Our prior recorded Kimmel auction Real Estate Contract stated on its face at paragraph 3 that it was expressly subject to

**"...the benefit and burden of access easements affecting said real estate as shown and described in map of this real estate appearing in** EK

<sup>6</sup> Note: the Tax Lot and Section Line white grid-line shown is inaccurately overlaid northward ~~ward~~ <sup>ward</sup> several yards too far on the photo; the true section line grid actually lies exactly upon the north edge of our east-west entry road from Grange Hall Road, which road is clearly visible in the photo at the north boundary of our Tax Lots 3355, 3318, and 3208, respectively.. EK



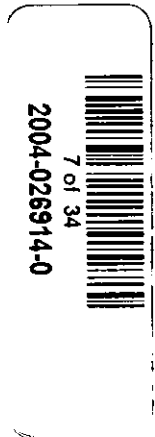
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Fairbanks Daily News Miner on September 19, 1974 (Pages A-1 thru A-4)."

Those are the identical 33-foot private easements on each side of sections lines and the identical Easement Map #7 from Grange Hall Road as later recorded as Exhibit "A" in the subject GRANT OF ACCESS EASEMENT recorded November 29, 1974, and

- b. In any event, as buyers at the September 28, 1974, auction and its pre-published September, 19, 1974, Auction Map Tabloid and the facts recited above, both I and my husband already had clear, actual, personal knowledge of all the facts of the subject GRANT OF ACCESS EASEMENT well prior to our purchase, and recorded 11-29-1974 BK
- c. Furthermore, we were not entitled to delivery of our deed nor did we receive legal title until our subsequent payment-in-full and personal deed delivery and its recording on or about November 25, 1977, at BK 093 PG 0532. (Exhibit 8 hereto), and BK
- d. Our deed to Lukers was prepared, notarized and recorded by attorney Eugene R. Belland on or about August 6, 1999, as Instrument 019454 at Book 1155 Pages 011-12, Fairbanks Recording District (Exhibit 9, hereto). As our successors-in-interest, both Mr. and Mrs. Luker are bound by the same benefits and the burdens of the roadway easements cited in paragraph 3 of our recorded Real Estate Contract, to the subject Easement Map #7 from Grange Hall Road with its 33-foot easement on each side of the section lines, found at page A-3 of the subject September, 19, 1974, Auction Map Tabloid (Exhibit "1", above) which are identical to the subject "GRANT OF ACCESS EASEMENT recorded November 29, 1974, and its identical Exhibit "A" Easement Map #7 from Grange Hall Road contained therein at recorded page 455, and BK Pre-BK
- e. Our deed to Lukers (Exhibit 9) also stated "SUBJECT, to reservations, restrictions and easements of record..." and BK
- f. Furthermore, at the time of that 1999 sale my husband and I personally told Mr. and Mrs. Luker that both our auction parcels Ref. 7-4 and 7-3, purchased by them, were subject to roadway easements over the north 33 feet adjoining the section line, and that Ref. #7-3 was also subject to the roadway easement on its west 33 feet (as shown in the Easement Map #7 of the September, 19, 1974, Auction Map Tabloid and Exhibit "A" to the subject GRANT OF ACCESS EASEMENT recorded November 29, 1974, Exhibits "1" and "7" hereto, and as stated in paragraph 3 of our September 28, 1974 Real Estate Contract), and Exhibit 3 BK
- g. We further personally stressed to Mr. and Mrs. Luker that they could not close, block, lock or restrict travel over our long-existing entry road from Grange Hall Road within the north 33-foot right-of-way over our two 2.5 acre parcels sold to them, nor over the un-constructed 33-foot right-of-ways adjoining the section

67.

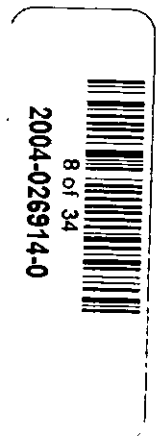


TL 3318 <sup>6K</sup>

lines of our and their own TL 3208, and that all successors of the parent homestead had unrestricted access over the 33-foot right-of-ways adjoining each section line and other road easements in the subject Easement Map #7.

24. When we sold our 5-acre Tax parcel 3318 by our 1999 deed to Lukers, it became Tax Lot 3353 (into 2.5 acres fronting on Grange Hall Road) and its adjoining parent-Tax Lot 3318 (2.5 acres at NW Section Corner, adjoining Lukers TL 3208 in NE corner of Section 32). <sup>33 6K</sup>
25. Prior to our sale to Lukers, we had unity of title. At the time of partition of our 5-acre Tax Lot 3313 into the two 2.5 acre parcels via sale to Lukers, that entry road which we and Johnny Kalina had built over our respective north-33-feet and had used for decades, was clearly visible and could not have been over-looked by Lukers who had also used it for some nine years prior, and it was necessary to access each of our respective residents, as well as other tracts in Sections 28, 29, 32 and 33. <sup>6K</sup> *without interruption* <sup>6K</sup> *continuously*
26. The above issue of "recording-date priorities" does not arise for the Kalina Tax Lot 3208, purchased by him at the November 30, 1974, auction, to which the Lukers also became successors and are the present owner.
27. That "recording-date priorities" does not arise because the subject "GRANT OF ACCESS EASEMENT recorded November 29, 1974, gave notice to all the world several days before the December 6, 1974, recording of the original Kalina auction Real Estate Contract---though the facts cited above still apply (i.e., Kalina's identical recorded contractual easement citation at paragraph 3; Kalina's prior knowledge of easement obligations; Kalina's deed delivery and legal title transfer attaching years later in 1977(Exhibit 10 hereto); and the Lukers' continuing obligation as successors-in-interest).
28. Our associate, Johnny Kalina, conveyed his adjoining Tax Lot 3208 in 1978 to Bobbie and Teddy Hinkley, who in 1982 conveyed to Ted and Patti Earl, who in 1990 conveyed to George W. Luker and Ji-Lu Hou Luker, the present owners (recorded respectively, March 1, 1978, Book 101 Page 671; June 15, 1982 at Book 263 Page 483; June 26, 1990 at Book 668 Page 177). <sup>6K</sup>
29. Johnny Kalina and his respective successors, including Lukers, lived and worked in close association with us. For example, we maintained and snow-plowed our joint roadway together from Grange Hall Road; they carried their residential water from our water well; later the Earls and Lukers built an above-ground water line to their residence from our pump; etc. I believe they likely also told each other in succession of the roadway and easement benefits and obligations described above. I am sure that the Lukers knew of their obligations regarding our Tax Lots 3318 and 3353 and also on Kalina's Tax Lot 3208.
30. We all knew that all successors of the former Walker homestead, including Lukers, are subject to and bound by the benefits and burdens of the private roadway easements as set forth in the subject September, 19, 1974, Auction Map Tabloid (Exhibit "1", above) which are identical to the subject "GRANT OF ACCESS EASEMENT recorded November 29, 1974, and its identical Exhibit "A" Easement Map #7 from Grange Hall Road contained therein at recorded Book 47 Page 455
31. Likewise, everyone one, including Lukers, knew they could not block, lock, or close-off said perpetual, non-exclusive, common, private roadway easements, nor restrict

*6K*





- entry or access thereto by any other Sykes successor in interest nor other owners and successors in Sections 28, 29, 32 and 33, T1N, R4E, F.M.
32. Furthermore, as to the above-said persons and their **private** easements, it is absolutely **immaterial** whether there exist or do not exist any governmental, federal or state reservations for public highways along the subject Walker homestead section lines (Exhibit 11).
33. It is likewise **immaterial** whether the respective entry or re-entries on the Walker homestead occurred on October 27, 1958, or July 10, 1961, or August 28, 1963 (Exhibit "12"), or whether said controlling entry/re-entry date **was or was not before** the approval of the survey on April 16, 1962, (Exhibit "13" hereto), since existence or non-existence of such **public** easements has absolutely no bearing on the valid **private** easements of the above-said successors and persons in Sections 28, 29, 32, and 33, T1N, R4E, F.M.
34. Homesteaders in the CHSR area were a tight-knit community who worked together, relied on each other, and knew each others "goings on".
35. When I came to CHSR, the road ended <sup>about</sup> at 13 mile CHSR, with a mere trail beyond. Later it ended at about 20 mile and Grange Hall Road, where a gravel pit existed near by.
36. Shortly after the Walkers entered their homestead at 20 mile CHSR, Mrs. Walker became gravely ill. Leaving ~~and~~ <sup>one</sup> on his homestead, Mr. Walker took his wife and young children outside to the lower 48 states for some years, where Mrs. Walker eventually died.
37. When Mr. Walker later returned, he discovered his house had been totally ransacked, even the walls and coverings striped out, and it was unusable and unlivable. In heart-broken discouragement and despair, he left and again abandoned his homestead for some time, ~~again leaving no one on-site to fulfill the~~ <sup>BK</sup>
38. Later he again returned, re-entered and eventually received patent (Exhibit "11").
39. Many other homesteaders in the area were aware of such events, including for example: Alice and Sam McGee, Bob McQuinn, Betty and Jim day, the McKeys, etc.
40. I have read and reviewed the foregoing statements, based on information and recollections which I provided and/or public records made available to me or attached as Exhibits.

Dated this 23<sup>rd</sup> of Nov., 2004

\* requirements of uninter-  
upted occupancy of  
homestead, BK

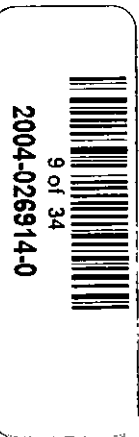
*Cossette L. Kimmel*  
 COSSETTE L. KIMMEL  
 P. O. Box 266  
 Bird City, Kansas 67731

SUBSCRIBED AND SWORN TO personally before me this 23<sup>rd</sup> day of November, 2004, by COSSETTE L. KIMMEL, after presenting of valid photo identification.

My commission expires:



*Tina Sager*  
 Notary Public, State of Kansas



*ey*

Fairbanks (D-2) Quadrangle

Fairbanks (D-1) Quadrangle

# LAND

LAND AUCTION  
SEPT 28



**SAT., SEPT. 28** **Traveler's Inn**  
**2:00 P.M.** **Gold Room**

813 Noble St., Fairbanks

- ☆ Old Nenana Rd. Gold Hill
- ☆ Farmers Loop
- ☆ Musk Ox Subdivision
- ☆ Goldstream Valley - Fox
- ☆ Chena Hot Springs Rd.
- ☆ Ski Boot Hills Estates
- ☆ Salcha River Frontage
- ☆ Fish Creek - Cleary Summit


## FREE DOOR PRIZES!!



Remington 600

### RIFLE

- 1 - \$1000 DISCOUNT
- 1 - \$500 DISCOUNT
- 5 - \$100 DISCOUNT

  
**Frontier International Land**  
 CORPORATION  
 2 Mile Old Nenana Rd., P.O. Box 80987  
 Fairbanks, Alaska 99701  
 Phones: (907) 479-2630; 452-5916

**HESS REAL ESTATE AUCTIONEERS**  
 424 North Klevin • Anchorage, Alaska 99501  
 Phones: (907) 272-7734; 279-3780

**A FIRST FOR FAIRBANKS, WHICH YOU WON'T WANT TO MISS!!**

# EXHIBIT "1"

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allon  
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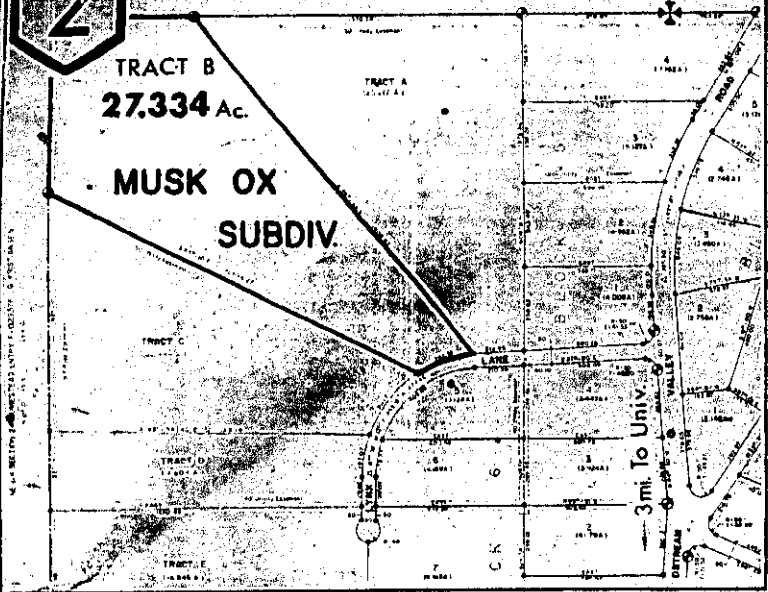
2004-026914-0



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TRACT B  
27.334 Ac.

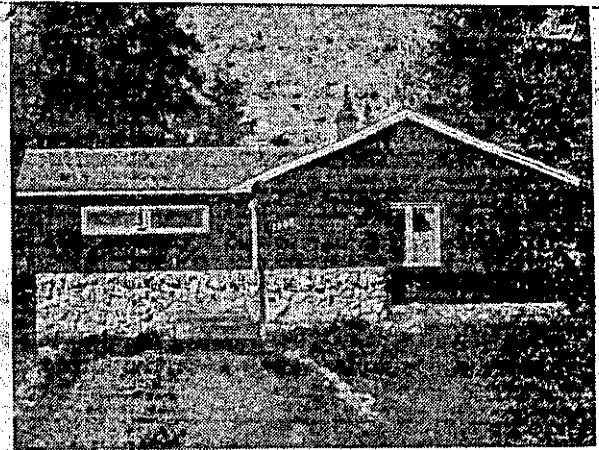
MUSK OX  
SUBDIV.



2

TRACT B, MUSK OX SUBDIVISION, SEC. 19, T1N, R1W, F.M.

Drive Ballaine Road (from golf Course) over hill crest to 2.0 mile. Turn left (west) at Ragan's mailbox, then 2/10 mile down Lane. West sloping land with magnificent view of Ester Dome, Happy Valley and Goldstream Valley. Appraiser indicates subdivide up to 10 sites. Good spruce and birch trees. Zoned Rural Estate. Road maintenance and snow removal provided by Borough Service Area. Road is to be upgraded upon occupancy. Tract subject to deed of trust recorded Mortgage Vol. 260 Page 413, to be released not later than time of full payment or prepayment by purchaser. Extreme west boundary low and wet.



4

1708 CARR AVENUE, AURORA SUBD. BLOCK 23, LOT 4, CITY OF FBKS.

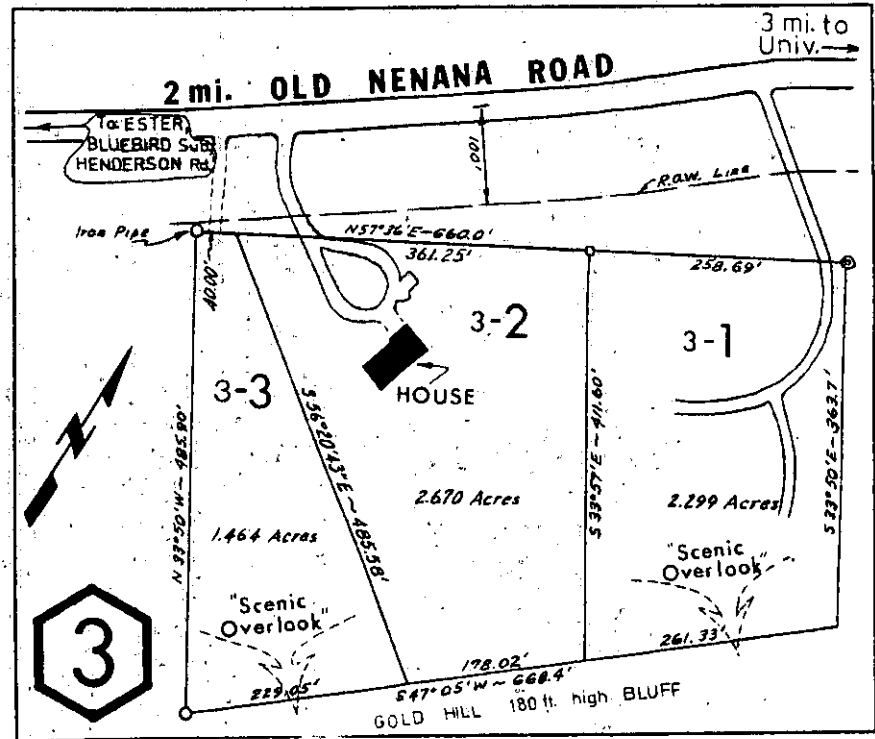
Comfy 2 1/2 Bedroom House available by advance direct negotiation with owner or at auction. 975 sq. ft. Roomy living areas w/built ins. Small lot (60' x 132') but mature, tall spruce trees. Appraised at \$35,000. Financing assured. Take up \$26,400 mortgage at about \$330/mo. Will consider 2nd mortgage. 479-2630.



3

PORTION OF M.S. 859, SEC. 3, T1S, R2W, F.M.

Fairbanks most attractive home sites! Perched atop Gold Hill bluff uniquely allowing a panoramic view of town, university, Mts., and Ester Valley, without disrupting the forested seclusion and large spruce, aspen, and cottonwoods.



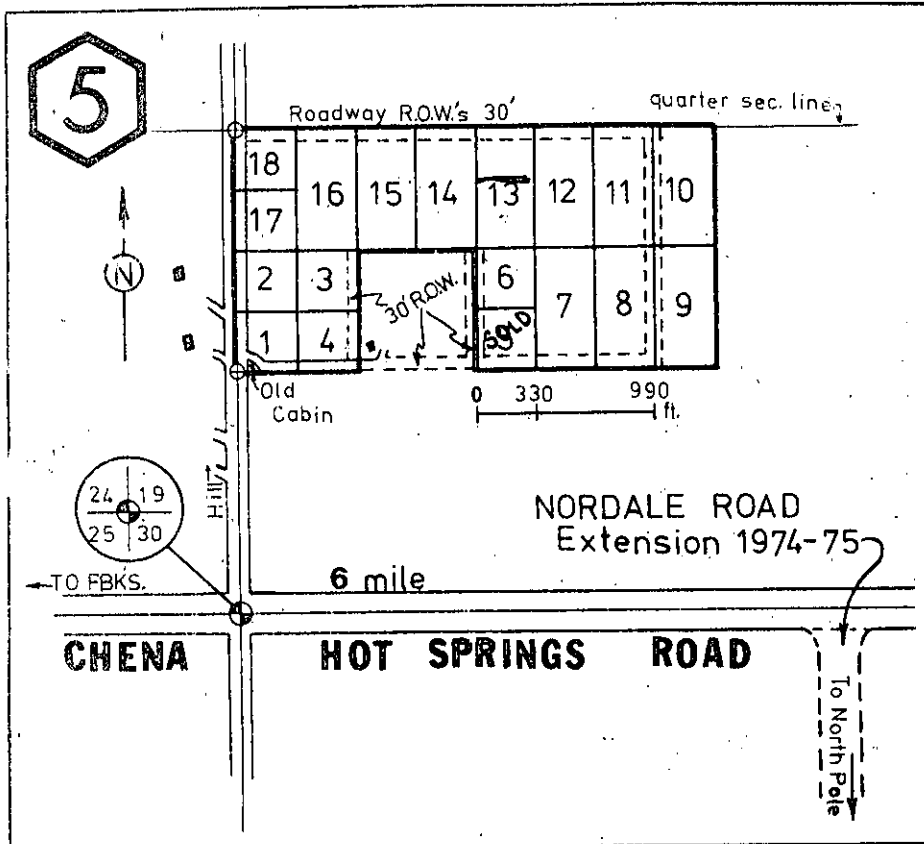
3

2 MI. OLD NENANA ROAD

**CENTER TRACT NO. 3-2** with the 4-bedroom executive estate house for sale only by personal negotiation with occupant. NOT offered at auction. With this easy-living home any family instantly relates with the real Alaska setting. Many special features: Cathedral ceiling, exposed beams, office, 3 massive native rock fireplaces, split entry, picture window thermopanes, 6" & 12" insulation, 2 ovens plus microwave, storage rooms, gas pump, landscaped and many extras on 2.67 acres. Appraisal range \$92,000. See to appreciate, at 2 Mile Old Nenana Road, through the log archway and pole fence. 479-2630.

2004-026914-0

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**SECTION 19, T1N, R2E, F.M.**

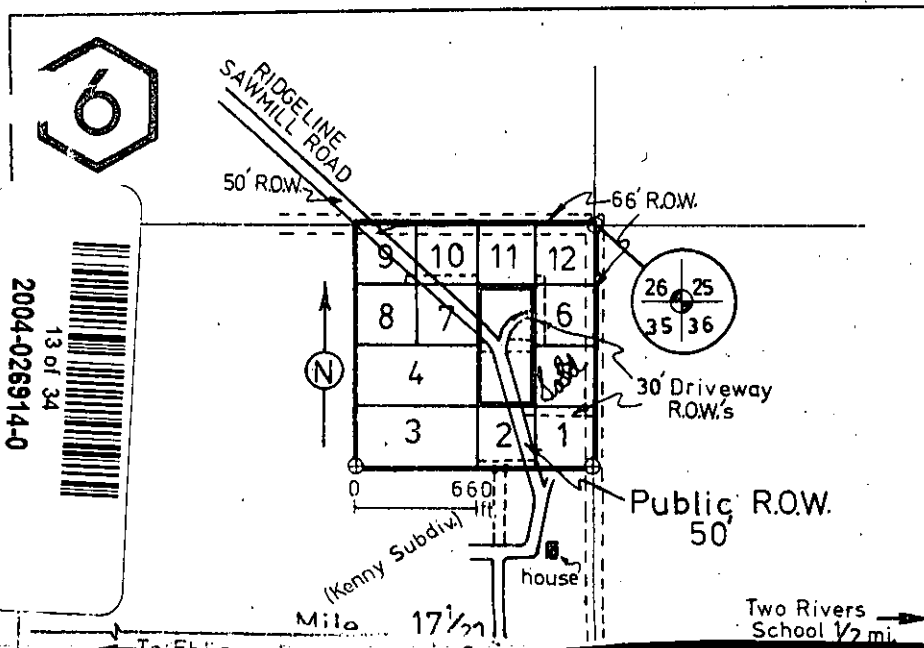
Ref. no.	Acres	Description
5-1	2½	SW¼ SW¼ NW¼ SW¼
5-2	2½	NW¼ SW¼ NW¼ SW¼
5-3	2½	NE¼ SW¼ NW¼ SW¼
5-4	2½	SE¼ SW¼ NW¼ SW¼
5-5	2½	SW¼ SW¼ NE¼ SW¼
5-6	2½	NW¼ SW¼ NE¼ SW¼
5-7	5	E½ SW¼ NE¼ SW¼
5-8	5	W½ SE¼ NE¼ SW¼
5-9	5	E½ SE¼ NE¼ SW¼
5-10	5	E½ NE¼ NE¼ SW¼
5-11	5	W½ NE¼ NE¼ SW¼
5-12	5	E½ NW¼ NE¼ SW¼
5-13	5	W½ NW¼ NE¼ SW¼
5-14	5	E½ NE¼ NW¼ SW¼
5-15	5	W½ NE¼ NW¼ SW¼
5-16	5	E½ NW¼ NW¼ SW¼
5-17	2½	SW¼ NW¼ NW¼ SW¼
5-18	2½	NW¼ NW¼ NW¼ SW¼

Total 70

Power easement recorded M.S. Book 43  
Page 979  
Roadway easement recorded Book 274  
Page 873.



Drive Chena Hot Springs about 5.8 miles, to 4-way intersection (several mailboxes on right side), turn left (North), up over hill, ¼ mile to tract 5-1 corner stake by abandoned homestead cabin. Area water wells est. 130-170 feet, good flow, softeners not used. Gentle slope. Scattered tall spruce-birch. Part old homestead clearing. Power lines exist on north, south and west boundaries. Above subdivision presently encumbered by deed of trust recorded Mort. Vol. 206 Pg. 42; individual parcels shall be released by partial release clause on or before buyer's payment or prepayment if full.



**SECTION 35, T1N, R3E, F.M.**

Ref. no.	Acres	Description
6-1	2½	SE¼ SE¼ NE¼ NE¼
6-2	2½	SW¼ SE¼ NE¼ NE¼
6-3	5	S½ SW¼ NE¼ NE¼
6-4	5	N½ SW¼ NE¼ NE¼
6-5	2½	NE¼ SE¼ NE¼ NE¼
6-6	2½	SE¼ NE¼ NE¼ NE¼
6-7	2½	SE¼ NW¼ NE¼ NE¼
6-8	2½	SW¼ NW¼ NE¼ NE¼
6-9	2½	NW¼ NW¼ NE¼ NE¼
6-10	2½	NE¼ NW¼ NE¼ NE¼
6-11	2½	NW¼ NE¼ NE¼ NE¼
6-12	2½	NE¼ NE¼ NE¼ NE¼

Total 35

Power easements recorded M.S.  
Book 43 Page 977  
Road easement recorded M.S. Book 45 Page 194.



Drive Chena Hot Springs past Two Rivers Bar, at 17½ mile, top of hill, turn left (North) on newly graveled road opposite Dynes mail box. Property is a hilltop along a gentle ridge with excellent view and many large, tall spruce. Area once logged. Old saw mill site in center. Water est. 180-200 feet., hard.

2004-026914-0

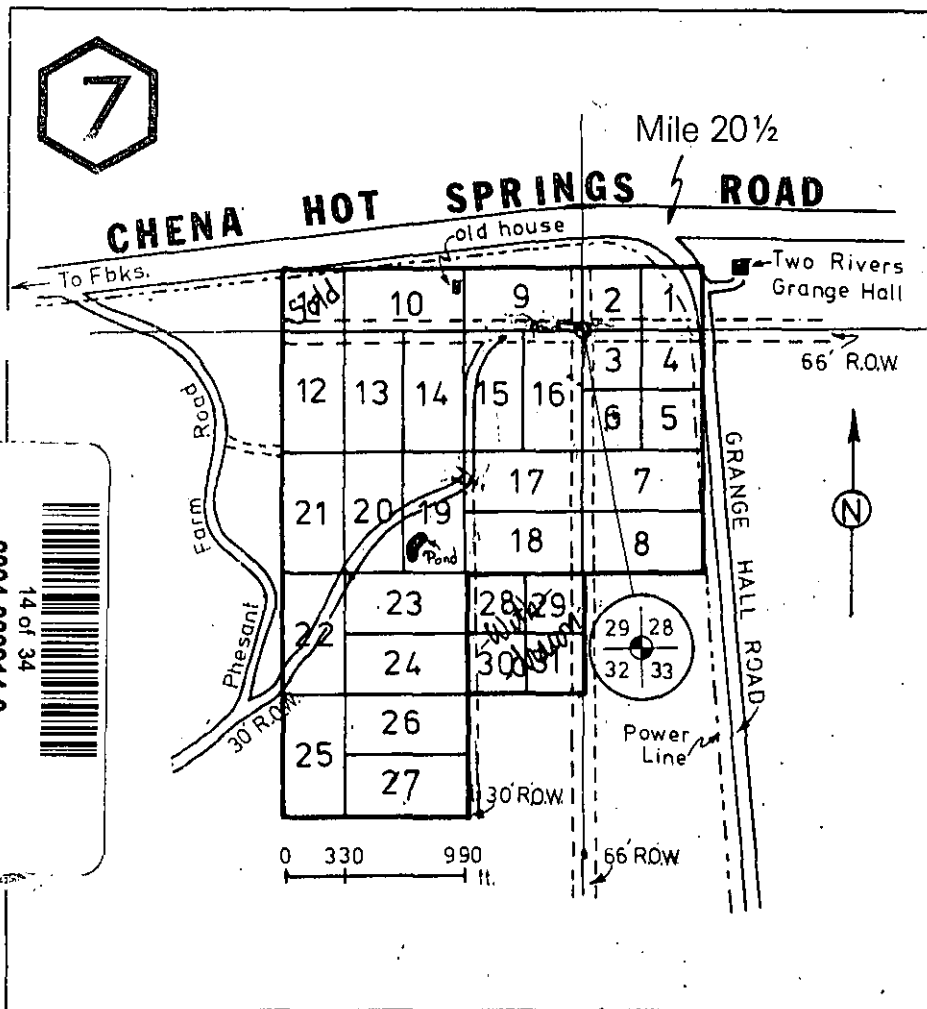


# CHENA HOT SPRINGS ROAD

(CHENA DYKE ROAD "197?")  
To North Pole

## LAND AUCTION

Sat., Sept. 28, 2:00 P.M.  
Travelers Inn



2004-026914-0

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### T1N, R4E, F.M.

Ref. No.	Acres	Description	Sec.
7-1	2½	SE¼ SW¼ SW¼ SW¼	Sec. 28
7-2	2½	SW¼ SW¼ SW¼ SW¼	Sec. 28
7-3	2½	NW¼ NW¼ NW¼ NW¼	Sec. 33
7-4	2½	NE¼ NW¼ NW¼ NW¼	Sec. 33
7-5	2½	SE¼ NW¼ NW¼ NW¼	Sec. 33
7-6	2½	SW¼ NW¼ NW¼ NW¼	Sec. 33
7-7	5	N½ SW¼ NW¼ NW¼	Sec. 33
7-8	5	S½ SW¼ NW¼ NW¼	Sec. 33
7-9	5	S½ SE¼ SE¼ SE¼	Sec. 29
7-10	5	S½ SW¼ SE¼ SE¼	Sec. 29
7-11	2½	SE¼ SE¼ SW¼ SE¼	Sec. 29
7-12	5	E½ NE¼ NW¼ NE¼	Sec. 32
7-13	5	W½ NW¼ NE¼ NE¼	Sec. 32
7-14	5	E½ NW¼ NE¼ NE¼	Sec. 32
7-15	5	W½ NE¼ NE¼ NE¼	Sec. 32
7-16	5	E½ NE¼ NE¼ NE¼	Sec. 32
7-17	5	N½ SE¼ NE¼ NE¼	Sec. 32
7-18	5	S½ SE¼ NE¼ NE¼ NE¼	Sec. 32
7-19	5	E½ SW¼ NE¼ NE¼	Sec. 32
7-20	5	W½ SW¼ NE¼ NE¼	Sec. 32
7-21	5	E½ SE¼ NW¼ NE¼	Sec. 32
7-22	5	E½ NE¼ SW¼ NE¼	Sec. 32
7-23	5	N½ NW¼ SE¼ NE¼	Sec. 32
7-24	5	S½ NW¼ SE¼ NE¼	Sec. 32
7-25	5	E½ SE¼ SW¼ NE¼	Sec. 32
7-26	5	N½ SW¼ SE¼ NE¼	Sec. 32
7-27	5	S½ SW¼ SE¼ NE¼	Sec. 32
7-28	2½	NW¼ NE¼ SE¼ NE¼	Sec. 32
7-29	2½	NE¼ NE¼ SE¼ NE¼	Sec. 32
7-30	2½	SW¼ NE¼ SE¼ NE¼	Sec. 32
7-31	2½	SE¼ NE¼ SE¼ NE¼	Sec. 32

Total 127½

Power easements recorded M.S. Book 43 Pg. 974,  
Book 44 Pg. 383, -



Drive past McKe's Hog Farm, past Jenny M Creek, past Pheasant Farm Road at 20½ Mile, exactly where old pavement ended, can see old house

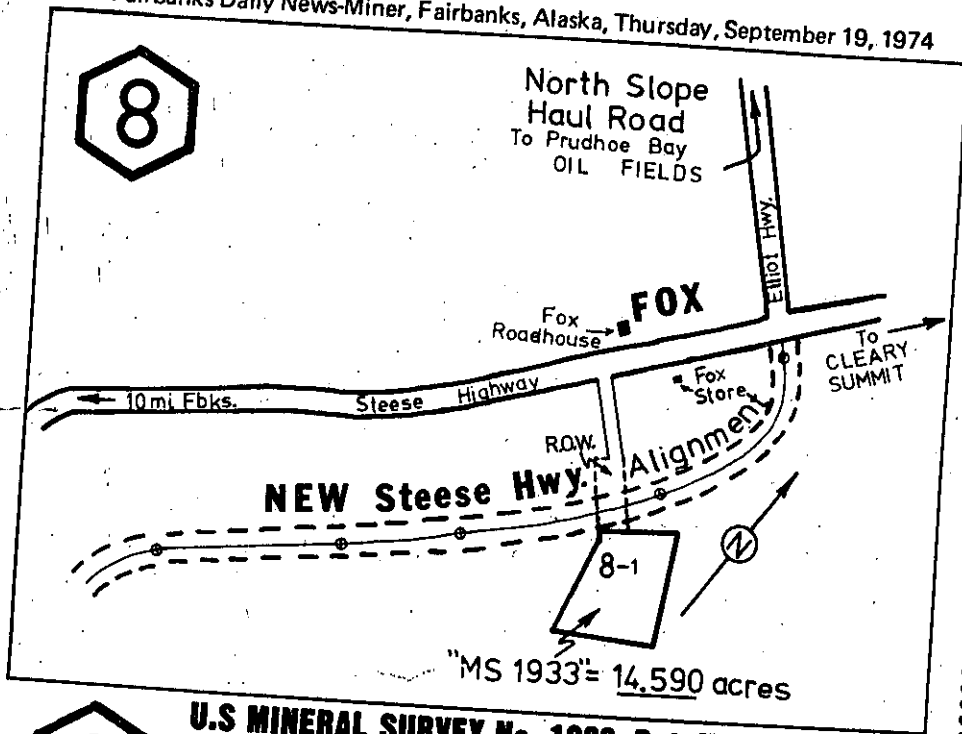
along road on right (west) and old overgrown homestead clearings in flat below it. Turn right off Chena Hot Springs Road (by Beaverstock's mail box) down hill on wide Grange Hall Road. The first right turn is a narrow old homestead road winding through the property, West into clearing, then Southwest past moose pond, onto Pheasant Farm logging road. Area is mostly flat. Much nice birch, aspen and spruce. Power line along north and east boundaries. Telephone cable along Pheasant Farm Road. Water at est. 40-60 ft.

**NOTE:** For the above three Mapped areas (5, 6, 7) on this page. The aliquot parcels are officially approved and unsurveyed.

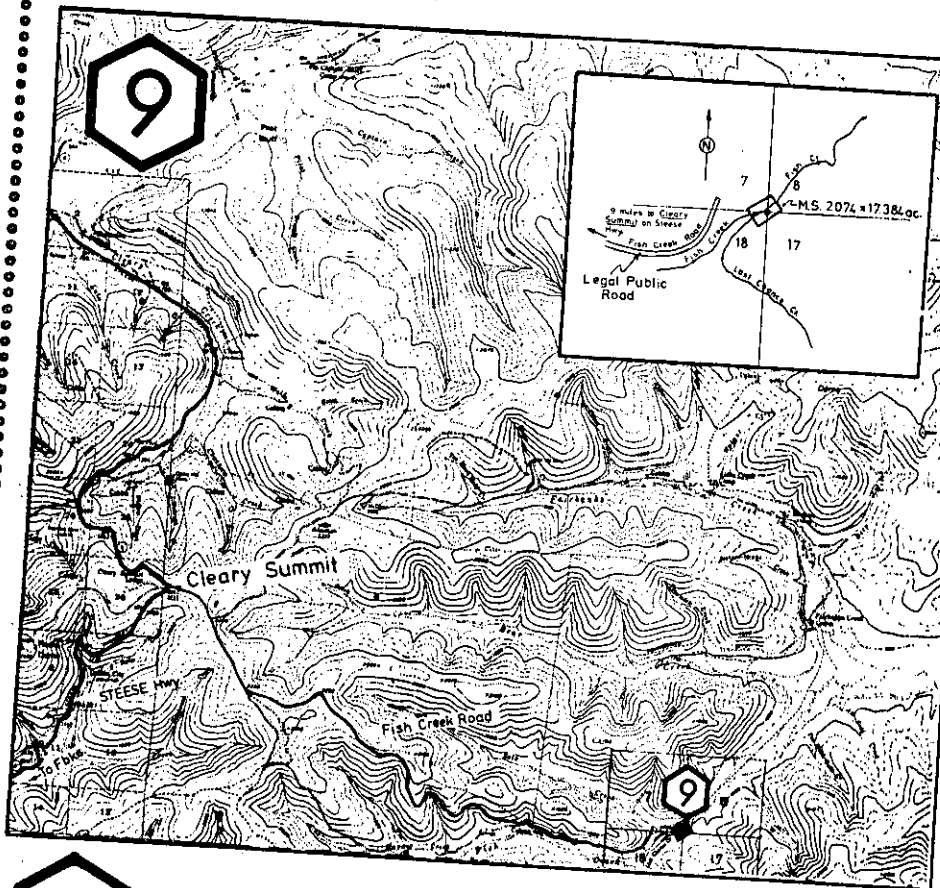
There is reserved unto the seller, his heir and assigns, and unto all successors in interest, a perpetual easement over and upon the roadways and easements indicated on the above stated parcels, as a means of access to and from the Chena Hot Springs Road to all other parcels of real estate located within that section:

a) 33 (or 50) feet in width on each side of any section line as established under A.S. 19.10.010.

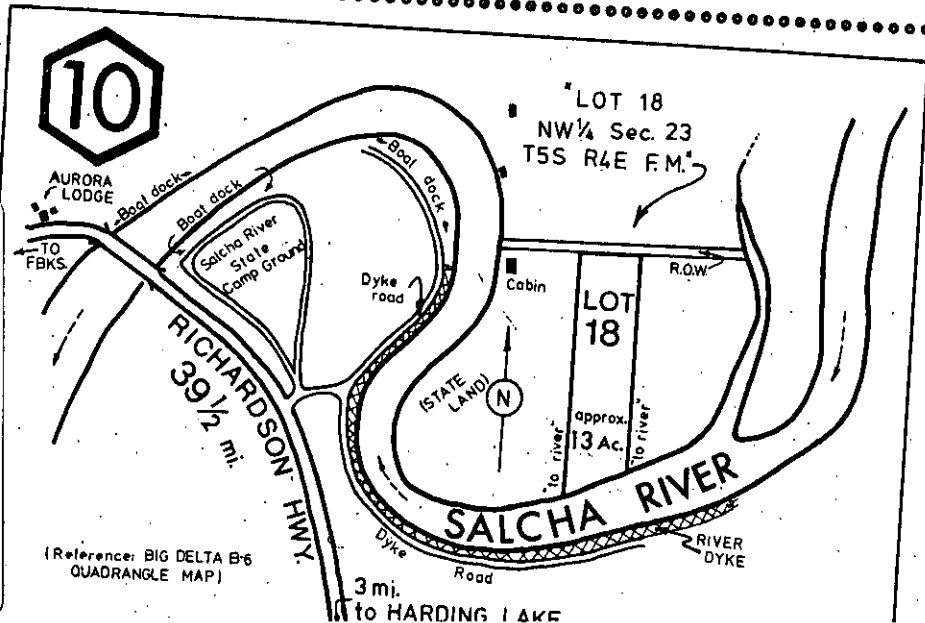
b) 30 feet in total width for all other easements unless otherwise designated.



**8 U.S. MINERAL SURVEY No. 1933, Pat. No. 1019056 BEAVER FRACTIONAL DISCOVERY, Sec. 31, T2N, R1E, F.M., 14,590 ACRES.** Near the center of Fox community, hub and departure point for the booming North Slope Oil Field. Fronts on the new Steese Highway alignment or just a few yards from the alignment. Lies east of Army test site, adjoining. A wide variable-width right-of-way, (between Stations 645 and 803, 1769 and 1932) connects it with the present Steese Highway near the Fox Roadhouse. A strategic



**9 U.S. MINERAL SURVEY No. 2074, Pat. No. 1116512, No. 8 BELOW DISCOVERY, FISH CREEK; SECTIONS 7, 8, 17 and 18, T2N, R3E, F.M. 17,384 ACRES.** A gold claim in fabulous moose hunting wilderness about 30 miles NE of Fairbanks on good road. Beautiful drive. Fish Creek runs thru middle of tract. Drive Steese Hwy. to Cleary Summit, turn right on crest toward Skiland, take immediate right fork, in 1 mile another right fork, another mile take left fork, 5 miles to old mining town. Old roadbed R.O.W. stays on left bank grown with willows for mile, or ask use over road among buildings, east, then turn north back onto Fish Creek Roadbed on hillside, past the old gold dredge off to the right, to dead end. Walk east 400 yds. along section line. Good moose spotting viewpoints.



**10 LOT 18, SEC. 23, T5S, R4E, F.M.** A fantastic fishing camp, recreational or residential site fronting on crystal clear Salcha, one of the best fishing and boating rivers in Alaska. A 45 minute drive from Fairbanks. Big, tall spruce forest — for cabin logs. High ground, no flood-lake Recreation Area, and Salcha Campground and boat docks. River creation made lot size 13 acres, more or less; now stabilized by hwy. dyke. Drive Richardson Hwy. south across Salcha bridge, turn left at sign, continue straight to...

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# TERMS:

- 15% minimum down upon bid acceptance.
- Balance Payable in 50 equal monthly payments plus accrued interest at 10%. (Bids exceeding \$25,000 may extend terms by mutual arrangement).
- Written bids with 15% tender receivable before auction if unable to attend the sale.
- Conveyance by **WARRANTEE DEED**
- Title insurance obtainable at purchaser's option and expense. Title reports mostly available for inspection. (For Ski Boot Hills Estates lots, Alaska Title will discount standard title fee 20% via subdivider's contract).
- Taxes paid to Jan. 1, 1975 by seller.
- Purchaser pays recording fees, escrow/collection fees, & legal fees (est. \$25.00)

1961 agb

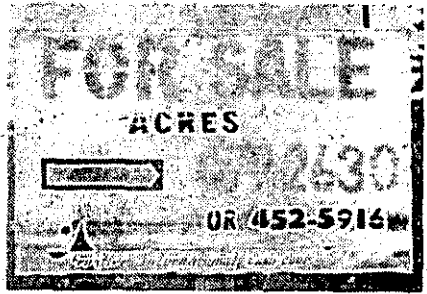
Every proposed parcel has been cleared through and approved by the Fairbanks North Star Borough. Property is sold subject to reservations and easements of record. Every tract has power and utility access provided and recorded, though not shown on maps. The parent tracts have existing power lines along or near their borders. Every parcel has legal road right-of-way access provided, as indicated on maps, most of which have been constructed but some which have not. Prospective bidders are encouraged to personally inspect the parcels in advance. Property is sold as is, where is. Rights of correction or modification are reserved.

A 2 1/2 acre aliquot tract is square 330 x 330 feet, more or less; 5 acre aliquot is rectangular 330 x 660 feet. The boundary lines run North-South or East-West. The aliquot tracts and corners are unsurveyed and generally unmarked.

A few parent tracts have continuing easement or trust encumbrances, for developmental expenses covering several sub-parcels, all of which have partial release provisions. **EVERY PARCEL CAN BE DEEDED OUT FREE AND CLEAR WARRANTEE DEED AT ANY TIME UPON BUYER'S PAYMENT IN FULL — AT DAY OF AUCTION OR ANYTIME THEREAFTER.**

Frontier International Land Corp., Dwane Sykes, Pres., is an Alaskan corporation which, with its predecessor, Frontier International Services, has been doing business in Alaska for seven years. It is a land development company, not a real estate agency nor brokerage firm. All property in this sale is offered by owner. Other properties may be developed subsequently.

For references contact Bill Stroecker, Pres. First National Bank of Fairbanks; Judge Vernon D. Forbes, Pres., Mt. McKinley Savings Bank; or Bill Allen, Alaska National Bank.

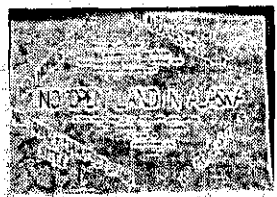


## LOOK FOR THIS SIGN!

Keep your eyes open for this sign to assist you in locating & reaching the major parcels in these maps. A tiny Commercial "For Sale" sign with ph. 479-2630, 452-4394 or 452-5916 will help mark areas so.

*located on All Parcels described in this Tabloid*

# "ALASKA'S IN A LAND CRUNCH!"

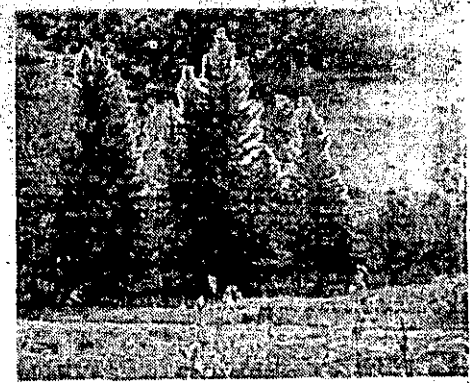


Only about one of every 400 acres is in private hands. The rest is mostly government owned and unavailable. Check the Federal (BLM) Land Office where a large notice states: "No Homesteads. No Headquarters Sites. No Trade & Manufacturing Sites. No Homesteads. NO "OPEN" LAND IN ALASKA. In other words, there is no Federal Land where you may stake a homestead, homestead, headquarters site, or trade and manufacturing site location." And state lands are increasingly unavailable. But you can still get your chunk of Alaska, — where you can create your own lifestyle. The demand for land can only increase — which is why land has always been the world's best investment — or for your own home, or cabin in the boonies. Of course, with sky-rocketing land prices you may be tempted to delay buying your piece of Alaska, feeling you just can't afford today's prices and interest rates — but just wait until next year, if you're still watching from the sidelines. Get up out of the ice fog. Save the commission. Come and bid your own value.

**SATURDAY, SEPT. 28**

**2:00 p.m.**

*Mark it down on your calendar!*  
**TRAVELER'S INN**  
**GOLD ROOM**  
*Be Sure To Be There!*



## Ski Boot Hills Estates

*"Create Your Own Lifestyle"*

with Frontier Int'l Land Corp.

16 of 34



ALASKA'S IN A LAND CRUNCH!





deputy director of civil defense.

Communities across the nation are doing just that.

An Associated Press survey shows at least 30 states and 40 communities have donated or plan to donate a percentage of the stockpiled food to hungry nations. Most of the food consists of survival crackers and is going to Bangladesh.

The crackers are part of some 160,000 tons of crackers that remain from supplies stockpiled in shelters between 1982 and 1984, according to a civil defense spokesman in Washington. The supplies were turned over to the control of communities where they were stocked.

# JIM MOVIUS

Candidate for School Board Seat D

Speaks Out On

## Working With The Borough Assembly

The situation is showing signs of getting better. I think communication could be improved by having a different school board member attend each borough assembly meeting and by having assembly representation at school board meetings, particularly at budget time. What do you think?

CALL ME AT 452-6347

Pd. for by Jim Movius, P.O. Box 372, Fairbanks



# LAND AUCTION?



## WHO IS

### Frontier International Land CORPORATION

Frontier International Land Corp., is an Alaskan corporation which, with its predecessor, Frontier International Services, has been doing consulting and land development business in Alaska for seven years. Dr. Dwane Sykes is President and Chairman of the Board of Directors. Stockholders are mostly local Fairbanksans. The money involved is local money. The banks are local banks. The people are local people who are experienced in their field.

Frontier International Land Corp. is a land development company, not a real estate agency nor brokerage firm. ALL PROPERTY IN THIS SALE IS OFFERED BY OWNER, most have been held for 4-6 years. Other properties will be developed subsequently.

For references contact Bill Stroocker, Pres. First National Bank of Fairbanks; Judge Vernon D. Forbes, Pres. Mt. McKinley Savings Bank; or Bill Allen, Alaska National Bank.

**AUCTION** to be held **SAT. SEPT. 28**, 2:00 p.m.  
**Traveler's Inn, Gold Room**

**TERMS:** 15% down, 50 month pay off at 10% interest.  
Deed are warrantee deeds. Titles are guaranteed.

FOR DETAILED INFORMATION GET YOUR COPY OF BROCHURE AT:

- Borballs Book • Traveler's Inn • College Inn Grocery
- Fairbanks Auction Barn or write: P.O. Box 80987
- Phone (907) 479-2630; 452-5916

FAIRBANKS DAILY NEWS-MAILER  
9-26-1974, PAGE 11

# 4

SCI

FIRST WEEK AND SIXTH WEEK
SECOND WEEK AND SEVENTH WEEK
THIRD WEEK AND EIGHTH WEEK
FOURTH WEEK AND NINTH WEEK
FIFTH WEEK AND TENTH WEEK



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2004-026914-0

## NATIVE LAND

Whatever be your native land . . . wherever you may dwell . . . I know you hold it highly and . . . I'm sure you love it well . . . be it a flat plateau or range . . . or hills that reach the sky . . . I know it's deep within your heart . . . and will be till you die . . . for something strangely holds us to . . . the land where we were born . . . yes, even those who had to leave . . . when it became war-torn . . . this love of country is no doubt . . . the most outstanding trait . . . deep-rooted in our very soul . . . whatever be our fate . . . for we are just like travelers . . . who chance to drift and roam . . . but when the hourglass drains dry . . . our thoughts are but of home.

# LAND AUCTION

## SATURDAY, SEPT. 28

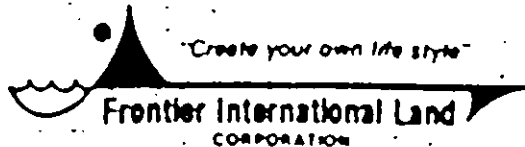
starting at 2:00 p.m.

### TRAVELER'S INN, GOLD ROOM

### 1 to 5 to 25 acres

Approximately 130 Tracts available

- Old Nenana Rd., Gold Hill • Farmers Loop
- Musk Ox Subd. • Goldstream Valley, Fox
- Chena Hot Spgs. Rd. • Skl. Boot Hills • Salcha
- River Frontage • Fish Creek • Cleary Summit



There are copies available of the map tabloid in Thursday's News-Miner at: Borealls Book, Travelers Inn, College Inn Grocer., Fbks. Auction Barn or write P.O. BOX 80987

FAIRBANKS DAILY NEWS-MINER  
9-20-1974, PAGE 2

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19 of 34  
2004-026914-0

MS

46 897

REAL ESTATE CONTRACT

IT IS HEREBY AGREED, by and between

FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, P O Box 80987, College, Alaska hereinafter known as "Seller"

and Donald C. Kimmel and Cossette L. Kimmel

hereinafter known as "Buyer."

WITNESSETH

1 The Seller hereby agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, the following described real estate located in the Fairbanks Recording District, State of Alaska

~~Section 33, T1N 24S R. 1E~~, ~~SW1/4 NW1/4 NW1/4 NW1/4~~ and ~~SW1/4 NW1/4 NW1/4 NW1/4~~ Sec. 33, T1N 24S R. 1E.

(~~2 1/2~~ acres) (2 1/2 acres)

2 The Buyer agrees to pay to the Seller as purchase price for said real estate, the sum of \$5,000.00 Five Thousand Dollars and no/100

of which the sum of \$3,000.00 has been paid as a downpayment with balance of \$2,000.00 Two Thousand Dollars and no/100 and interest on unpaid balance thereof from time to time remaining, computed from and after date hereof at the rate of Ten Percent (10%) per annum, due and payable in monthly installments of One Hundred Dollars \$100.00

plus accrued interest, commencing to be paid on the 1 day of November 1974 and continuing to be paid on the same day of each ensuing month until paid in full. All such installment payments shall be due and payable at the First National Bank of Fairbanks as escrow agent for the parties.

3 Title to said real estate shall be conveyed to the Buyer upon full payment of said purchase price, by Statutory Warranty Deed subject only to reservations, protective covenants, restrictions and easements of record, including the benefit and burden of access easements affecting said real estate as shown and described in map of this real estate appearing in Fairbanks Daily News Miner on September 19, 1974 (Pages A 1 thru A 4). In event of sale or conveyance by the Buyer of his interest in said real estate prior to full payment of said purchase price, and without written consent of Seller, Seller reserves the right to declare unpaid balance of said price immediately due and owing. Time is of the essence of this contract, and in event of failure of Buyer to make any payment falling due hereunder within thirty (30) days after due date thereof, or to abide any other obligation herein undertaken, the Seller may, at any time while such failure continues, terminate this contract and all purchase rights herein afforded to Buyer, and pursuant thereto may re-enter and retake possession of said real estate and all payments made theretofore shall be retained by Seller as liquidated damages for failure of performance hereunder by the Buyer.

DATED this 28 day of Sept. 1974

FRONTIER INTERNATIONAL LAND CORP. - Seller

By Dwane J. Sykes President  
By Patricia Sykes Secretary

By Donald C. Kimmel Buyer  
By Cossette L. Kimmel Buyer

STATE OF ALASKA  
FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on this 28 day of Sept 1974, before me, the undersigned notary public, personally appeared DWANE J. SYKES, as president, and PATRICIA SYKES, as secretary, of FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, and also appeared

all known to me, and they acknowledged to me that they signed the foregoing instrument, freely and voluntarily, for uses and purposes therein mentioned, and as sundry said corporate officers, with authority to do from the board of directors of said corporation as its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and year first in this certificate written.

Virginia P. Hessa  
Notary Public in and for Alaska  
My commission expires: 5/29/77



20 of 34  
2004-026914-0

EXHIBIT '94

74-22163  
5-20  
RECORDED  
INDEXED  
MAY 6 1 21 PM '74  
ADDRESS  
This Real Estate  
450 W. Klum St  
Fairbanks, Alaska 99701  
Gnd. dk 99501

MS

BOOK 47 PAGE 502  
Fairbanks Recording Dist.

REAL ESTATE CONTRACT

IT IS HEREBY AGREED, by and between

FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, P. O. Box 60087, College, Alaska, hereinafter known as "Seller"

and

JOHN KALINA, with address c/o Donald C. Kimmel,  
7 Mile Chena Hot Springs Road, Fairbanks, Alaska,  
hereinafter known as "Buyer."

WITNESSETH:

1. The Seller hereby agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, the following described real estate located in the Fairbanks Recording District, State of Alaska

The East Half (E 1/2) of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Section Thirty-two (32), Township One North, Range Four East, Fairbanks Meridian.

2. The Buyer agrees to pay to the Seller as purchase price for said real estate, the sum of Four Thousand One Hundred Dollars (\$4,100.00), of which the sum of \$ 615.00 has been paid at the time of execution of this contract, with balance of Three Thousand Four Hundred Eighty-five (\$3,485.00) and interest on unpaid balance thereof from time to time remaining, computed from and after date hereof at the rate of (10%) per annum, due and payable in monthly installments of Sixty-nine and 70/100 Dollars plus accrued interest, commencing to be paid on the 20th day of December, 1974, and continuing on the same day of each ensuing month until paid in full. All such installment payments shall be due and payable at the First National Bank of Fairbanks as escrow agent for the parties.

3. Title to said real estate shall be conveyed to the Buyer upon full payment of said purchase price, by Statutory Warranty Deed subject only to reservations, protective covenants, restrictions and easements of record, including the benefit and burden of access easements affecting said real estate as shown and described in map of this real estate appearing in Fairbanks Daily News Miner on September 19, 1974 (Pages A-1 thru A-4). In event of sale or conveyance by the Buyer of his interest in said real estate prior to full payment of said purchase price, and without written consent of Seller, Seller reserves the right to declare unpaid balance of said price immediately due and owing. Time is of the essence of this contract, and in event of failure of Buyer to make any payment falling due hereunder within thirty (30) days after due date thereof, or to abide any other obligation herein undertaken, the Seller may, at any time while such failure continues, terminate this contract and all purchase rights herein afforded to Buyer, and pursuant thereto may re-enter and retake possession of said real estate, and all payments made theretofore shall be retained by Seller as liquidated damages for failure of performance hereunder by the Buyer.

DATED this 1st day of December, 1974.

FRONTIER INTERNATIONAL LAND CORP. - Seller

By Dwane J. Sykes  
Dwane J. Sykes - President

By Patricia Sykes  
Patricia Sykes - Secretary

John Kalina  
Buyer - John Kalina

RECORDED BY  
DEC 6 4 18 PM '74  
FAIRBANKS, ALASKA

REC'D  
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74-24114

EUGENE R. BELLAND  
709 FIFTH AVENUE  
FAIRBANKS, ALASKA

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 5th day of December, 1974, before me, the undersigned notary public, personally appeared DWANE J. SYKES, as president, and PATRICIA SYKES, as secretary, of FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, and also appeared JOHN KALINA

all known to me, and they acknowledged to me that they signed the foregoing instrument, freely and voluntarily, for uses and purposes therein mentioned, and as concerns said corporate officers, with authority so to do from the board of directors of said corporation as its act and deed.

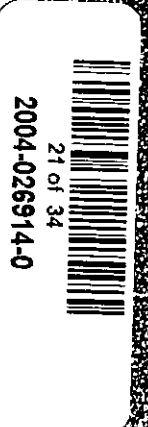
IN WITNESS WHEREOF, I have hereunto set my hand on the day and year first in this certificate written.

Eugene R. Belland  
Notary Public in and for Alaska  
My commission expires July 7, 1975



EXHIBIT "4"

EUGENE R. BELLAND



29

30

28

28

32

33

TL-3353

TL-3208

TL-3

TREE SWALLOW

TREE SWALLOW



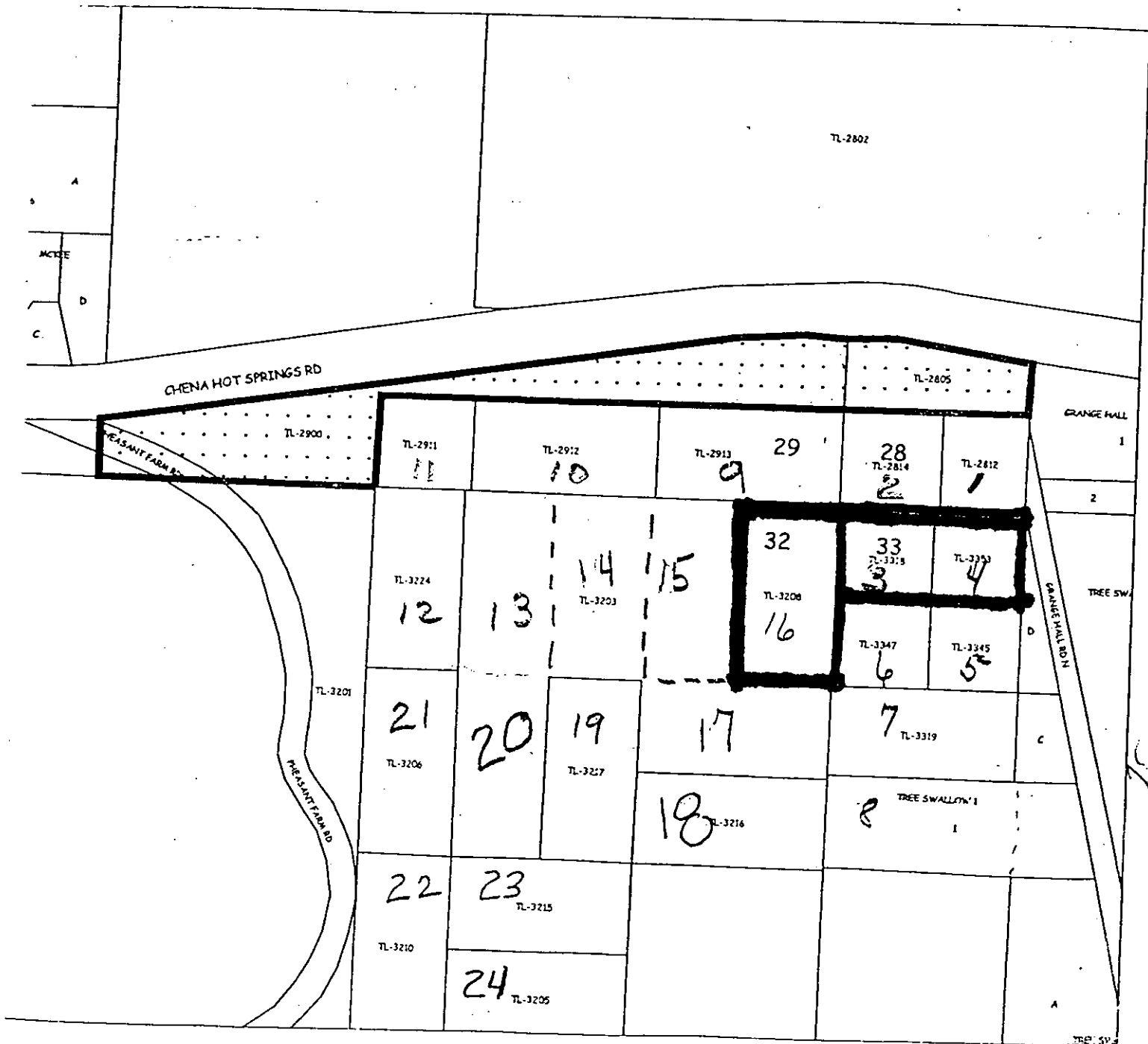


EXHIBIT "6"



MI

888.677 - J.2 (113)  
(478. 388) M-6

K47 PAGE 454  
Fairbanks Recording Dist.

GRANT OF ACCESS EASEMENT

THIS EASEMENT, made and given this 29<sup>th</sup> day of November, 1974, by and between:

FRONTIER INTERNATIONAL LAND CORP.,  
an Alaska corporation, hereinafter  
known as "Grantor",

and

DWANE J. SYKES and PATRICIA SYKES,  
husband and wife, of P.O. Box 80987  
College, Alaska, as tenants by the entire  
with right of survivorship, hereinafter  
known as "Grantees".

7423581  
700 c.c. 00  
NOV 29 4 11 PM '74  
ACCESS

WITNESSETH:

That the Grantor, in order to confirm, acknowledge and establish a roadway access system affording a means of access from the Chena Hot Springs Road, and/or the Pheasant Farm Road, and/or the Grange Hall Road, to parcels of real estate located in Sections 28, 29, 32 and 33, Township One North, Range Four East, Fairbanks Meridian, hereby grants and conveys to the Grantees, as tenants by the entirety with right of survivorship, for their benefit and for the benefit of their successors in interest to parcels of real estate shown on the sketch or map annexed hereto as Exhibit "A", a perpetual easement for roadway purposes over and upon the following described real estate located in the Fairbanks Recording District, State of Alaska:

- a) The West 33 feet of the NW1/4 of NW1/4 of Section 33, T1N, R4E, F.M.
- b) The East 33 feet of the NE1/4 of Section 32, T1N, R4E, F.M.
- c) The West 30 feet of the E1/2 of E1/2 of NE1/4 of Section 32, T1N, R4E, F.M.
- d) The North 33 feet of the East 1550 feet of Section 32, T1N, R4E, F.M.
- e) The South 33 feet of the East 1550 feet of Section 29, T1N, R4E, F.M.
- f) The North 33 feet of the West 660 feet of Section 33, T1N, R4E, F.M.
- g) The South 33 feet of the West 660 feet of Section 28, T1N, R4E, F.M.
- h) The existing access road extending from the SW corner of the E1/2 of NE1/4 of SW1/4 of NE1/4 of Section 32, T1N R4E, F.M., northeasterly to the East line of the NE1/4 of SW1/4 of NE1/4 of Section 32, T1N, R4E, F.M., as further shown on said attached Exhibit "A", and connecting to the aforementioned Pheasant Farm Road, the same to be of a width of 30 feet as measured from the centerline of such existing access road.

IN WITNESS WHEREOF, the Grantor has executed these presents on the day and year first hereinabove written.

FRONTIER INTERNATIONAL LAND CORP. Grantor

By Dwane J. Sykes  
Dwane J. Sykes - President

EXHIBIT '74



GENE R. BELLAND  
ATTORNEY AT LAW  
DENVTL3B R. 5125



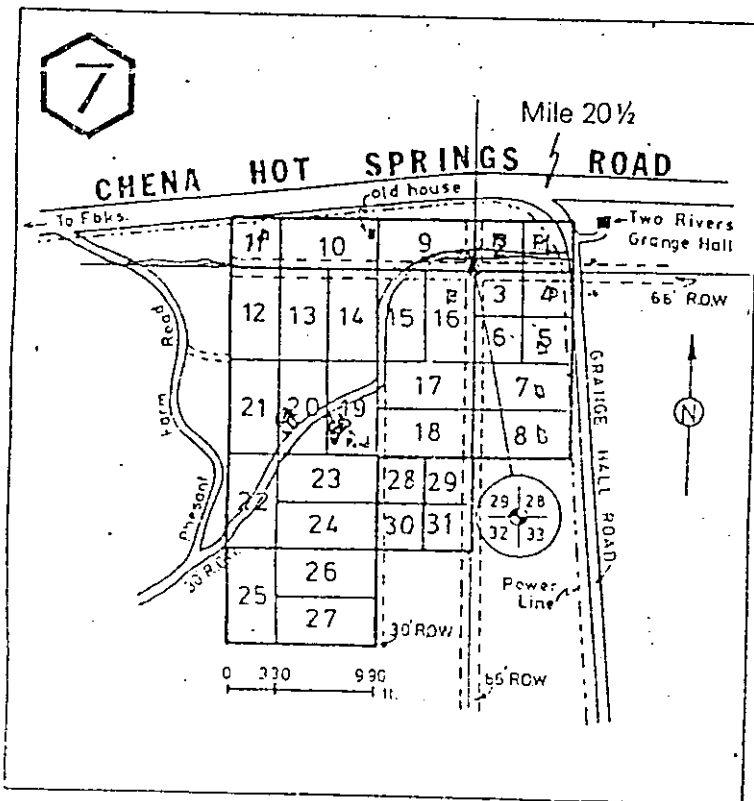
STATE OF ALASKA )  
 )  
 FOURTH JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 29<sup>th</sup> day of November, 1974, before me, the undersigned notary public, personally appeared DWANE J. SYKES, known to me, and known to me to be the president of FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, and he acknowledged to me that he executed the foregoing Grant of Access Easement, in behalf of said corporation, as such officer thereof, by authority of its board of directors, as the voluntary act and deed of said corporation, for uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first in this certificate written.



*Eugene R. Belland*  
 Notary Public in and for Alaska  
 My commission expires July 7, 1975.



T1N, R4E, F.M.

Ref. No.	Acres	Description	Sec.
7-1	2 1/2	SE 1/4 SW 1/4 SW 1/4 SW 1/4	Sec. 28
7-2	2 1/2	SW 1/4 SW 1/4 SW 1/4 SW 1/4	Sec. 28
7-3	2 1/2	NW 1/4 NW 1/4 NW 1/4 NW 1/4	Sec. 33
7-4	2 1/2	NE 1/4 NW 1/4 NW 1/4 NW 1/4	Sec. 33
7-5	2 1/2	SE 1/4 NW 1/4 NW 1/4 NW 1/4	Sec. 33
7-6	2 1/2	SW 1/4 NW 1/4 NW 1/4 NW 1/4	Sec. 33
7-7	5	N 1/4 SW 1/4 NW 1/4 NW 1/4	Sec. 33
7-8	5	S 1/4 SW 1/4 NW 1/4 NW 1/4	Sec. 33
7-9	5	S 1/4 SE 1/4 SE 1/4 SE 1/4	Sec. 29
7-10	5	S 1/4 SW 1/4 SE 1/4 SE 1/4	Sec. 29
7-11	2 1/2	SE 1/4 SE 1/4 SW 1/4 SE 1/4	Sec. 29
7-12	5	E 1/4 NE 1/4 NW 1/4 NE 1/4	Sec. 32
7-13	5	W 1/4 NW 1/4 NE 1/4 NE 1/4	Sec. 32
7-14	5	E 1/4 NW 1/4 NE 1/4 NE 1/4	Sec. 32
7-15	5	W 1/4 NE 1/4 NE 1/4 NE 1/4	Sec. 32
7-16	5	E 1/4 NE 1/4 NE 1/4 NE 1/4	Sec. 32
7-17	5	N 1/4 SE 1/4 NE 1/4 NE 1/4	Sec. 32
7-18	5	S 1/4 SE 1/4 NE 1/4 NE 1/4	Sec. 32
7-19	5	E 1/4 SW 1/4 NE 1/4 NE 1/4	Sec. 32
7-20	5	W 1/4 SW 1/4 NE 1/4 NE 1/4	Sec. 32
7-21	5	E 1/4 SE 1/4 NW 1/4 NE 1/4	Sec. 32
7-22	5	E 1/4 NE 1/4 SW 1/4 NE 1/4	Sec. 32
7-23	5	N 1/4 NW 1/4 SE 1/4 NE 1/4	Sec. 32
7-24	5	S 1/4 NW 1/4 SE 1/4 NE 1/4	Sec. 32
7-25	5	E 1/4 SE 1/4 SW 1/4 NE 1/4	Sec. 32
7-26	5	N 1/4 SW 1/4 SE 1/4 NE 1/4	Sec. 32
7-27	5	S 1/4 SW 1/4 SE 1/4 NE 1/4	Sec. 32
7-28	2 1/2	NW 1/4 NE 1/4 SE 1/4 NE 1/4	Sec. 32
7-29	2 1/2	NE 1/4 NE 1/4 SE 1/4 NE 1/4	Sec. 32
7-30	2 1/2	SW 1/4 NE 1/4 SE 1/4 NE 1/4	Sec. 32
7-31	2 1/2	SE 1/4 NE 1/4 SE 1/4 NE 1/4	Sec. 32
Total			127 1/2

Power easements recorded M.S. Book 43 Pg. 54  
 Book 44 Pg. 363.

Exhibit "A"



STATUTORY WARRANTY DEED  
CREATING TENANCY BY THE ENTIRETY

THIS INDENTURE, made and given this 28th day of

September, 1974, by and between:

7-2480J  
500

RECORDED-FILED-  
FAIRBANKS REC.  
DISTRICT

NOV 25 1 46 PM '77

FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation,  
hereinafter known as "Grantor",

and

DONALD C. KIMMEL AND COSSETTE L. KIMMEL, Husband and Wife

As tenants by the entirety with rights of survivorship

SR 50999 36WS RA 99701

hereinafter known as "Grantee(s)".

WITNESSETH:

That the Grantor, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid prior to the recordation hereof, hereby conveys and warrants unto the Grantee(s), the following described real estate located in the Fairbanks Recording District, State of Alaska:

~~Section 33, T1N, R4E, Fairbanks Meridian and~~  
~~Section 33, T1N, R4E, Fairbanks Meridian~~  
Section 33, T1N, R4E, Fairbanks Meridian

NW/33

104E

(~~Ref. #7-3, 2 1/2 acres~~) (~~Ref. #7-4, 2 1/2 acres~~) more or less

SUBJECT, to reservations, protective covenants, restrictions and easements of record, if any; and subject to the existing roadway and utility line across the east side of ref. #7-4.

IN WITNESS WHEREOF, the Grantor has executed these presents on the day and year first hereinabove written.

FRONTIER INTERNATIONAL LAND CORP. - Grantor

Attest:

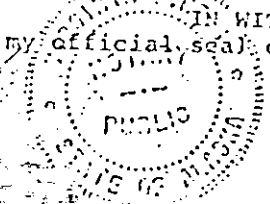
By Patricia Sykes  
Patricia Sykes Secretary

By Dwane J. Sykes  
Dwane J. Sykes President

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 28th day of September, 1974, before me, the undersigned notary public, personally appeared DWANE J. SYKES, as president, and PATRICIA SYKES, as secretary, of FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, known to me and known to be such officers of said corporation, and they acknowledged to me that they executed the foregoing instrument in behalf of said corporation, as such officers thereof, by authority of its board of directors, as the voluntary act and deed of said corporation, for uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first in this certificate written.



Virginia P. Sykes  
Notary Public in and for Alaska  
My commission expires: 5/29/77

26 of 34  
2004-026914-0



EXHIBIT '84

**STATUTORY WARRANTY DEED**

THIS INDENTURE, made and given this 16<sup>th</sup> day of July, 1999, by and between:

DONALD C. KIMMEL and COSSETTE L. KIMMEL,  
husband and wife, of P.O. Box 266, Bird City, Kansas  
67731, formerly of Two Rivers, Alaska hereinafter known  
as "Grantors",

and

GEORGE W. LUKER and JI-LU HOU LUKER,  
husband and wife, of P.O. Box 72853, Fairbanks, Alaska  
99707, as tenants by the entirety with right of survivorship,  
hereinafter known as "Grantees".

WITNESSETH:

That the Grantors, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, hereby convey and warrant unto the Grantees, the following described real estate located in the Fairbanks Recording District, State of Alaska:

PARCEL I: The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter, Section Thirty-three (33), Township One North, Range Four East, Fairbanks Meridian.

PARCEL II: The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter, Section Thirty-three (33), Township One North, Range Four East, Fairbanks Meridian.

SUBJECT, to accrued property taxes thereon for 1999; and,  
SUBJECT, to reservations, restrictions and easements of record, if any.

As concerns the physical condition of the aforesaid property, including the improvements located thereon, for the agreed purchase price it is expressly understood and agreed that the same is hereby sold and conveyed to the Grantees "as is" and without representation, covenant or warranty from the Grantors concerning such physical condition.

And the parties do hereby further agree, pursuant to Alaska Statute 34.70.110, that this property transfer will not be covered by the law relating to Disclosures in Residential Real Property Transfers, Alaska Statute 34.70.010 et sequitur.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Donald C. Kimmel  
Donald C. Kimmel - Grantor

George W. Luker  
George W. Luker - Grantee

Cossette L. Kimmel  
Cossette L. Kimmel - Grantor

Ji-Lu Hou Luker  
Ji-Lu Hou Luker - Grantee

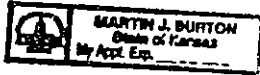
Eugene B. Hullund  
Attorney at Law  
709 Fifth Avenue  
Fairbanks, AK 99701  
19071454 5444



EXHIBIT "9"

UNITED STATES OF AMERICA )  
STATE OF KANSAS )  
COUNTY OF Cheyenne )

The foregoing instrument was acknowledged before me by this 28 day of July, 1999, by DONALD C. KIMMEL and COSSETTE L. KIMMEL.



Martin J. Burton  
Notary Public in and for Kansas  
My commission expires: 11-12-2001

UNITED STATES OF AMERICA )  
STATE OF ALASKA )

The foregoing instrument was acknowledged before me by this 16<sup>th</sup> day of July, 1999, by GEORGE W. LUKER and JI-LU HOU LUKER.



Eugene R. Belland  
Notary Public in and for Alaska  
My commission expires July 7, 2003

019454  
T.M. BARKS  
RECORDING DISTRICT 16cc

1999 AU-6 PH 3:26  
REQUESTED BY  
E Belland

Return to:

Eugene R. Belland  
Attorney at Law  
709 Park Avenue  
Fairbanks, AK 99701  
(907) 456 5444



28 of 34  
2004-026914-0

64-122

STATUTORY WARRANTY DEED

THIS INDENTURE, made and given this 12<sup>th</sup> day of  
December, 1974, by and between:

FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation,  
hereinafter known as "Grantor",

and

JOHN KALINA, with address for purposes hereof  
c/o Donald C. Kimmel, 7 Mile Chena Hot Springs Road,  
Fairbanks, Alaska, SR50999

hereinafter known as "Grantee(s)".

WITNESSETH:

That the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid to the Grantor, for recordation hereof, hereby conveys and warrants unto the Grantee(s) the following described real estate located in the Fairbanks District, State of Alaska:

The East Half (E 1/2) of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Section Thirty-two (32), Township One North, Range Four East, Fairbanks Meridian.

SUBJECT, to reservations, protective covenants, restrictions and easements of record, if any;

IN WITNESS WHEREOF, the Grantor has executed these presents on the day and year first hereinabove written.

Attest:

FRONTIER INTERNATIONAL LAND CORP. - Grantor

By Dwane J. Sykes Dwane J. Sykes, President  
By Patricia Sykes Patricia Sykes - Secretary

**EXHIBIT '10'**

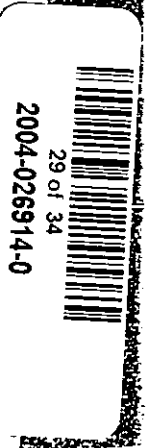
STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT )

THIS IS TO CERTIFY, that on this 5<sup>th</sup> day of December 1974, before me, the undersigned notary public, personally appeared DWANE J. SYKES, as president, and PATRICIA SYKES, as secretary, of FRONTIER INTERNATIONAL LAND CORP., an Alaska corporation, known to me and known to be such officers of said corporation, and they acknowledged to me that they executed the foregoing instrument in behalf of said corporation, as such officers thereof, by authority of its board of directors, as the voluntary act and deed of said corporation, for uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first in this certificate written.

EUGENE R. BELLAND  
ATTORNEY-AT-LAW

Eugene R. Belland  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_



BOOK 64 PAGE 123  
Faint text below

77-02341  
7-00  
=

FEB 23 1 03 PM '77

John Kalina  
40 Donald C. Kimmel  
SR Box 50999  
7 wts. at. 99701

432

Fairbanks 022194

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a certificate of the Land Office at Fairbanks, Alaska, is now deposited in the Bureau of Land Management, whereby it appears that pursuant to the act of Congress of May 20, 1862 (12 Stat. 392), and the acts supplemental thereto; the claim of Elbridge B. Walker has been established and that the requirements of law pertaining to the claim have been met, for the following described land:

- Fairbanks Meridian, Alaska.
- T. 1 N., R. 4 E.,
- Sec. 28, SWSW1/4SW1/4;
- Sec. 29, SWSW1/4SE1/4, SE1/4SW1/4SE1/4;
- Sec. 32, SW1/4, SE1/4SW1/4SE1/4;
- Sec. 33, SW1/4SW1/4.

The area described contains 157.50 acres, according to the official plat of the survey of the said land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, DOES HEREBY GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and (2) the reservation of a right-of-way for ditches or canals constructed by the authority of the United States, in accordance with the act of August 30, 1890 (26 Stat., 391, 43 U. S. C. sec. 845). There is also reserved to the United States a right-of-way for the construction of railroads, telegraph and telephone lines, in accordance with section 1 of the act of March 12, 1911 (39 Stat., 305, 43 U. S. C. sec. 305).



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the NINETEENTH day of NOVEMBER in the year of our Lord one thousand nine hundred and SIXTY-THREE and of the Independence of the United States the one hundred and EIGHTY-EIGHTH.

For the Director, Bureau of Land Management

By Elizabeth C. Tucker  
Chief, Patents Section

Patent Number 1231207

RECORDED  FILED

FAIRBANKS RECORDING DISTRICT  
DEC 10 1953

Witnessed by Elbridge B. Walker  
Dec 6 7 08 P.M.  
Chas. Alaska



EXHIBIT "11"





CPC3200R  
Adm-State: AK

Bureau of Land Management - Alaska LIS  
Case Abstract

05-Feb-0  
Page

Case Serial Num: AKF 022194  
Case Type: 256700 He Alaska  
Case Status: Closed  
Case Status Actn: Case Closed  
Case Status Date: 19-NOV-1963

ERC Site Code: SEA  
Accession Num:  
Box Num: of  
Disp Date:  
Location Code:

Customer Data

Custid: 000046772 Int Rel: Applicant Pct Int: .00000  
Cust Name: WALKER ELBRIDGE B  
Cust Address: C/O RCA  
PO BOX 667  
CLEAR AK 99704

Administrative/Status Action Data

Date	Code/Description	Remarks	Doc Id	Ofc	Emp
27-OCT-1958	001	Application Filed			
10-JUL-1961	244	Final Proof Filed		ADP	LH
10-JUL-1961	001	Application Filed		ADP	LH
17-JUL-1961	244	Final Proof Filed		ADP	LH
29-AUG-1961	244	Final Proof Filed		ADP	LH
28-AUG-1963	176	Authorization Issued. ENTRY ALLOWED		ADP	LH
19-NOV-1963	879	Patent Issued		ADP	LH
19-NOV-1963	970	Case Closed	PA0001234207	ADP	LH
27-AUG-1992	996	Converted To Prime		ADP	LH
				940	BKM

No Financial Actions Found

No General Remarks Found

No Geographic Names Found

Mr	Twp	Rng	Sec	Aliquot	Land Description	Survey Id	Tr	Blk	Lot	Di	Bor	NR	LS	Acres
13	1N	4E	28	S2SWSWSW						02	090	11	PA	5.0000
					Doc ID: PA0001234207									USR: 754
13	1N	4E	29	S2S2SESE						02	090	11	PA	10.0000
					Doc ID: PA0001234207									USR: 754
13	1N	4E	29	SESESWSE						02	090	11	PA	2.5000
					Doc ID: PA0001234207									USR: 754
13	1N	4E	32	E2E2W2NE						02	090	11	PA	20.0000
					Doc ID: PA0001234207									USR: 754
13	1N	4E	32	E2NE						02	090	11	PA	80.0000
					Doc ID: PA0001234207									USR: 754
13	1N	4E	33	W2W2NW						02	090	11	PA	40.0000
					Doc ID: PA0001234207									USR: 754

Patented: 157.5000 Conveyed Total: 157.5000

Total Case Acres: 157.5000

End of Case: AKF 022194

Certified to be a true copy

*[Signature]*  
Fairbanks North Star District  
Bureau of Land Management

FEB 5 2002

Exhibit 1  
Page 1 of 2  
Case # 4FA-02-259 Civil

**EXHIBIT "12"**

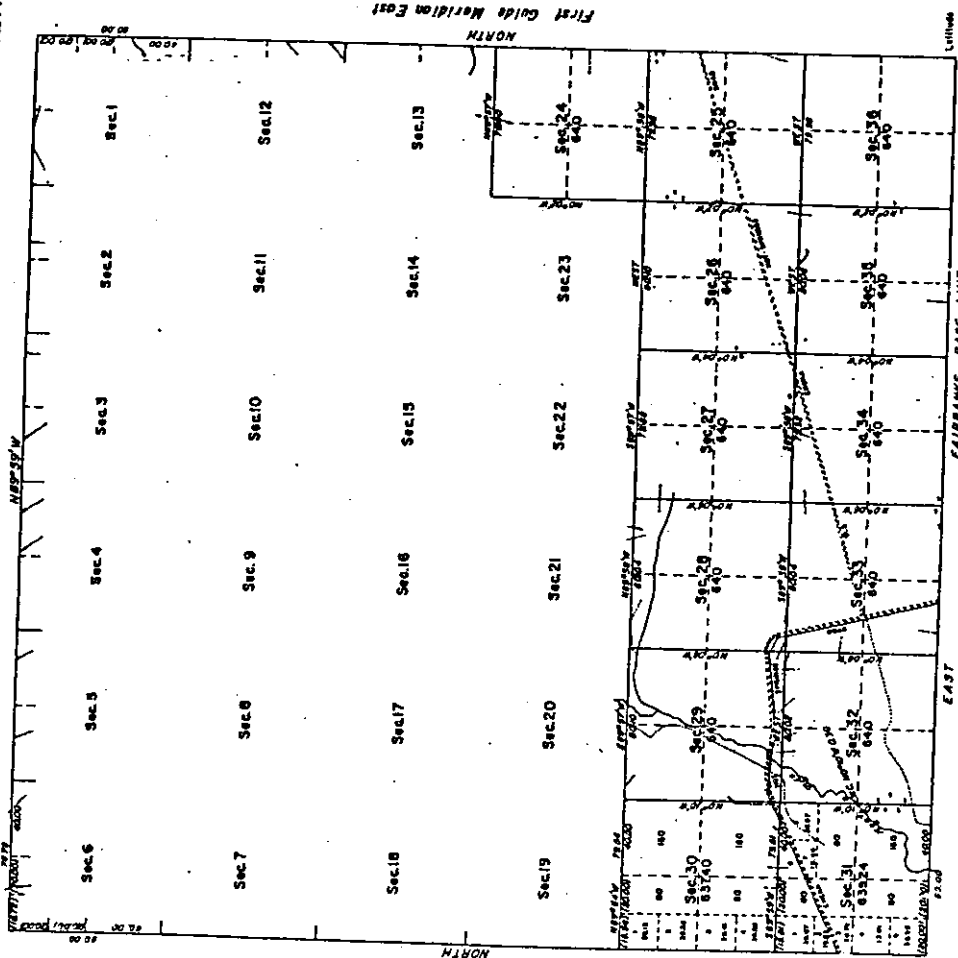
2004-026914-0

33 of 34

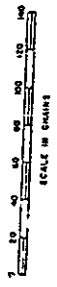
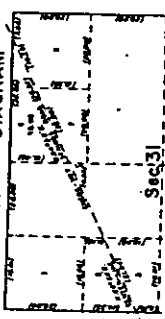


ORIGINAL

TOWNSHIP 1 NORTH, RANGE 4 EAST, OF THE FAIRBANKS MERIDIAN, ALASKA



ENLARGED DIAGRAM



Area surveyed 6116.65 Acres

West boundary was surveyed by Edward A. in 1940.

The north, east and north boundaries and a portion of the subdivision lines were surveyed by the Surveyor General, Fairbanks, Alaska, on July 1, 1940, by Taylor, October 20, 1939, to July 1, 1940, under permit for the purpose of surveying the public lands in accordance with the provisions of the Act of April 27, 1938, and approved May 25, 1938.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Washington, D.C. April 14, 1968

This plan is strictly conformable to the approved plan in accordance with the regulations of the Department of the Interior, Bureau of Land Management, and the regulations of this Bureau, is hereby accepted.

Per the Director

*[Signature]*  
Chief, Division of Engineering

Exhibit G  
Page 1 of 1  
Case # 4FA-02-259 Civil

Identified to be true copy  
*[Signature]*  
Public Lands Division  
Bureau of Land Management

IAN S. J. 2002

EXHIBIT "18"



2004-026914-0