

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS

Form No. DL 72

ADL No. 32098

RIGHT-OF-WAY PERMIT

THIS AGREEMENT made and entered into this 3rd day of May, 1966, by and between the STATE OF ALASKA, acting by and through the Department of Natural Resources, Division of Lands, hereinafter referred to as the grantor and WALLACE K. WILLIAMS hereinafter referred to as the permittee.

WITNESSETH, that in accordance with the provisions of Chapter 169, SLA 1959, and the rules and regulations promulgated thereunder, the permittee having filed an application for a right-of-way for: Public Access Road

with the Division of Lands together with a map showing the definite location thereon of the line of right-of-way which the permittee has adopted and agrees to be the specific and definite location of the aforesaid right-of-way, and

WHEREAS, it is understood and agreed by the permittee herein that, as a condition to the granting of the right-of-way applied for, the land covered by said right-of-way shall be used for no purpose other than the location, construction, operation and maintenance of the said right-of-way over and across the following described State lands, to wit:

Within Lot 133, U. S. Survey 3543 and adjacent to U. S. Survey
3543 and U. S. Survey 1287, Township 41 South, Range 66 and 67
East, Copper River Meridian (as outlined on attached plat)

running 2120 feet ~~more or less~~ and/or containing 1.462 acres, more or less and shall extend a width of 30 feet ~~more or less~~ until no longer used for

public access road TO HAVE AND TO HOLD the same for the period until no longer used for ~~for a term of years~~ and subject to conditions and reservations elsewhere set forth herein, for which the permittee agrees to pay to the State of Alaska the sum of N/A dollars, said amount to be due and payable as follows:

The sum of N/A (\$) dollars, the receipt of which is hereby acknowledged and (\$) N/A dollars on N/A

This right-of-way is granted upon the following terms and conditions, to wit:

The permittee ~~shall~~ ^{NOT APPLICABLE} pay rentals in advance for each year. Any failure to make such payment ~~shall~~ constitute a default and should the default continue for 60 days, the grantor ~~may~~ ^{NOT APPLICABLE} upon written notice, terminate or revoke this permit. After

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default has occurred no structure, building or other equipment may be removed from the right-of-way without the written permission of the grantor.

At any time not less than five years after approval of this permit or after the last opportunity for revision of rates per year hereunder, the grantor may review such rates and impose new annual rates as he may deem reasonable and proper.

The sketch map revealing the right-of-way granted herein shall be attached hereto and made a part hereof.

In the event that the right-of-way herein granted shall in any manner conflict with or overlap a previously granted right-of-way the permittee herein shall use this right-of-way in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued right-of-way and no improvements shall be constructed by the permittee herein upon the overlapping area unless the consent therefor has first been obtained from the permittee under the pre-existing right-of-way.

The permittee in the exercise of the rights and privileges granted by this indenture shall comply with all regulations now in effect or as hereafter established by the Division of Lands and all other Federal, State or municipal laws, regulations or ordinances applicable to the area herein granted.

Upon abandonment, termination, revocation or cancellation of this indenture, except for failure to pay rental, the permittee shall within 90 days remove all structures and improvements from the area herein granted, except those owned by the grantor, and shall restore the area to the same or similar condition as the same was upon the issuance of this permit. Should the permittee fail or refuse to remove said structures or improvements, within the time allotted, they shall revert to and become the property of the grantor. However, the permittee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area. Provided further, however, that the grantor, in his discretion, may alter or modify the requirements contained in this provision if it is to the best interest of Alaska to do so.

The permittee shall utilize the lands herein granted consistent with the purposes of the proposed use, as revealed by the application therefor, and shall maintain the premises in a neat and orderly manner and shall adopt and apply such safety measures as shall be necessary, proper and prudent with respect to the use to which the land is subjected.

The permittee shall take all reasonable precaution to prevent and suppress brush and forest fires. No material shall be disposed of by burning in open fire during the closed season unless a permit therefor has first been obtained from the agency empowered by law to issue such permits.

Prior to any construction or development that will use, divert, obstruct, pollute or utilize any of the waters of the State, the permittee shall first obtain approval therefor from the Commissioner of the Department of Fish and Game and file an image copy thereof with the grantor.

Any lands included in this permit which are sold under a contract to purchase shall be subject to this permit and rental shall be collected thereon by the grantor until such time as the purchaser shall have completed his contract and secured title to the land. Upon issuance of title to the purchaser, this permit shall remain in effect until its date of expiration.

In case the necessity for the right-of-way shall no longer exist, or the permittee should abandon or fail to use the same, then this permit shall be revoked or terminated.

The State of Alaska shall be forever wholly absolved from any liability for damages which might result to the permittee herein on account of this permit having been cancelled, forfeited, or terminated prior to the expiration of the full time for which it was issued.

The permittee shall not sublet or assign the right-of-way herein granted, or this permit, without the written consent of the grantor.

NOW THEREFORE, in accordance with the provisions of Chapter 169, SLA 1959, and the rules and regulations promulgated thereunder and in accordance with the conditions heretofore set forth or attached hereto and made a part hereof, the permittee herein is hereby authorized to locate, construct, operate and maintain said right-of-way over and across the lands herein described.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in duplicate and the permittee herein has hereunto affixed his signature on the day and year first above written.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
~~Director~~ Division of Lands, Lands Officer

[Signature]
Permittee

UNITED STATES OF AMERICA)
State of Alaska) ss.

This is to certify that on the 17th day of October, 1957, before me, the undersigned Notary Public, personally appeared E. J. Keenan known to me and known by me to be the ~~Director~~ Lands Officer of the Division of Lands of the Department of Natural Resources, and acknowledged to me that he executed the foregoing instrument for and on behalf of said State, freely and voluntarily and for the use and purposes therein set forth.

C-191
98

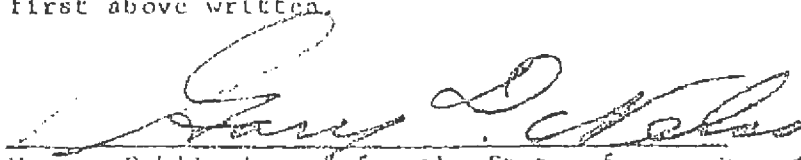
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public in and for the State of
Alaska. My commission expires _____

UNITED STATES OF AMERICA)
State of Alaska) ss.

This is to certify that on this 13 day of May, 1966, before me, the undersigned, a Notary Public in and for Alaska duly commissioned and sworn, personally appeared WALLACE K. WILLIAMS to me personally known to be one of the persons described in and who executed the within instrument and the said WALLACE K. WILLIAMS acknowledged to me that he signed and executed the same freely and voluntarily for the uses and purposes therein mentioned.

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


Notary Public in and for the State of
Alaska. My commission expires August 30, 1967

ASSIGNMENT OF RIGHT-OF-WAY

Date: _____, 19____.

The application of _____
for permission to assign right-of-way # _____, and the application _____
for the assumption of said right-of-way, having been duly considered
this _____ day of _____, 19____, and without waiver of State rights which may
exist against the right-of-way assigned, and with this consent not to be construed
as initiating any new rights in assignee of right-of-way, consent is hereby given
for the assignment applied for and it is hereby ordered that the said right-of-way
_____ and all rights thereunder be and are hereby transferred to the said
_____.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By _____
Director, Division of Lands

C-99
99

The permittee accepts this permit with the express understanding that the same is conditional in nature. The Grantor has either selected the lands over which this right of way is to traverse or intends to select the same and reasonably believes that it will ultimately be vested with title thereto. Upon title being vested in the Grantor this permit shall become an unconditional right in the permittee subject, however, to all other terms and conditions stipulated herein. In the event, however, that the Grantor does not receive title to the lands herein described then this permit shall become null and void and it shall then become the obligation of the permittee to either abandon said right of way or initiate such action as shall be necessary to procure a right of way from other source or sources having the power to grant such permit over the lands herein described.

Attached to and made a part of right of way permit ADL 32098 dated May 3, 1966.

Accepted:

William K. Williams
Permittee

Date: May 13 1966