

**GRANT OF EASEMENT**

CC

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 GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, of 2301 Peger Road, Fairbanks, Alaska 99709-5399, an easement over the following described real property located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska:

That certain real property lying within a 0.059 acre portion of the western boundary of Lot 1, Block 23, Davis Subdivision within Section 9, T2S, R2E, F.M. Fairbanks Recording District, which lies within the right-of-way lines of Alaska Project No. IM-0002(127)/61077, delineated as to said tract of land on the right of way plan attached hereto and made a part hereof as Page 4 of this instrument and designated as Parcel E20.

This easement is for the sole purpose of constructing or improving a public bicycle path and accomplishing all incidentals thereto of the Old Richardson Hwy Improvements Project, including the right to ingress and egress at such times as Grantee sees fit.

The Grantee shall defend, hold harmless and indemnify the grantor, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out, in whole or in part, the grantee's performance or non-performance of its duties under this easement. This duty to defend, indemnify, and hold harmless shall include the grantee's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the grantee's sole negligence or its willful misconduct. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed. "Grantor" and "Grantee" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

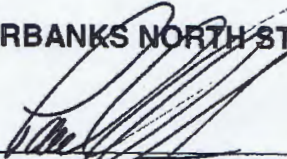
The easement shall continue only so long as said easement is used for the purposes herein recited. Assignment of the uses authorized herein may only be accomplished with the written consent of the Grantor, provided that consent will not be unreasonably withheld.

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 1<sup>st</sup> day of February, 2008

**FAIRBANKS NORTH STAR BOROUGH**

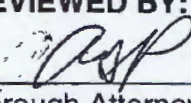


  
Paul C. Costello, SR/WA, Director.  
Department of Land Management

**ATTEST:**

  
Borough Clerk

**REVIEWED BY:**

  
Borough Attorney

1/31/08

**ACKNOWLEDGMENT**

STATE OF ALASKA                     )  
  )ss  
FOURTH JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 1<sup>st</sup> day of February, 2008, 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.



Kristin Machacek  
Notary Public in and for Alaska  
My commission expires: with office

### CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 21<sup>ST</sup> day of MARCH, 2008.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

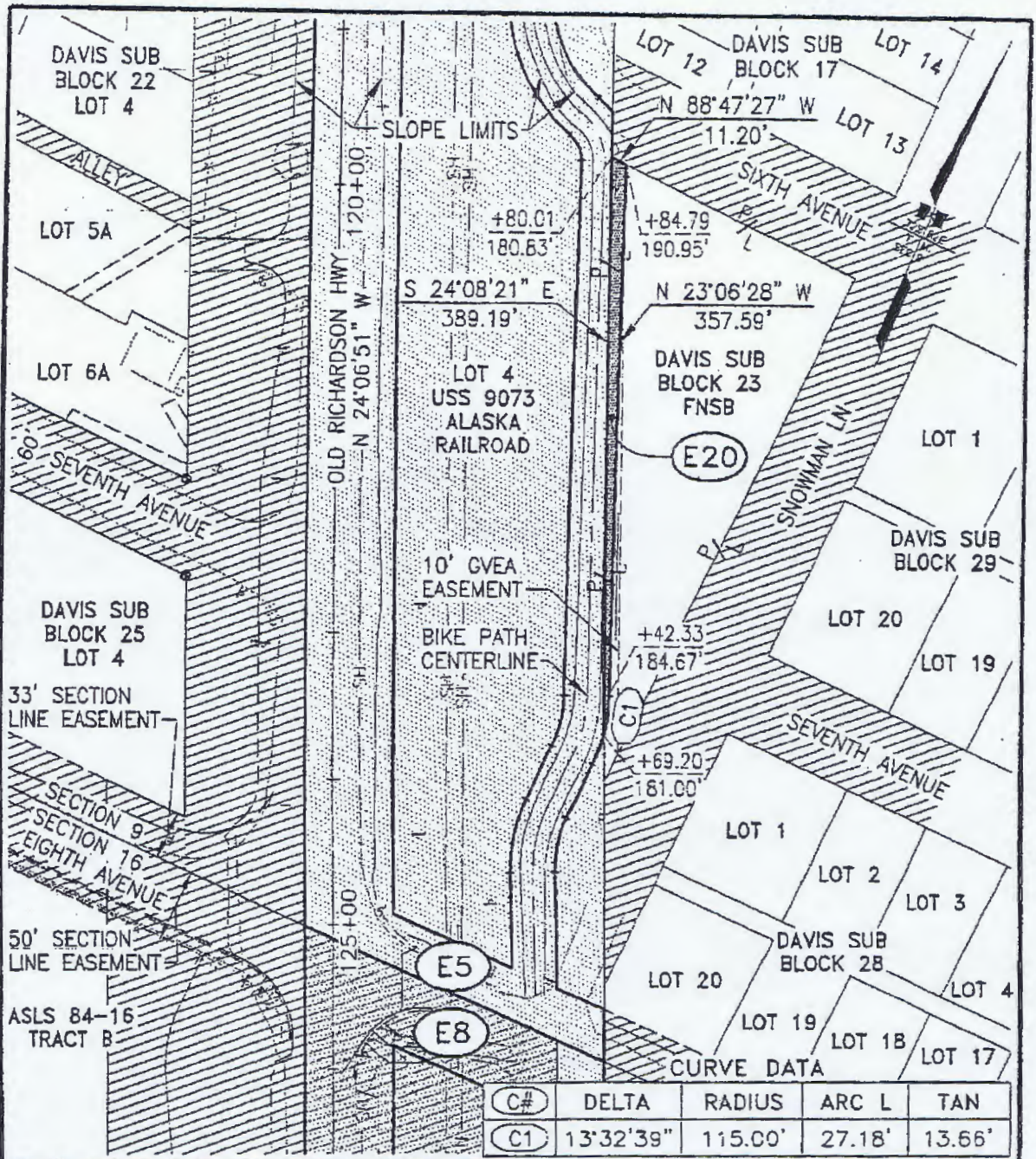
By: for John F. Bennett  
For the Commissioner

Filed for Record at the Request  
of and Return to:  
Mark Sweet  
State of Alaska DOT & PF, 2301  
Peger Road, MS 2553  
Fairbanks, Alaska 99709-5399  
State Business-No Charge



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2008-004985-0



C#	DELTA	RADIUS	ARC L	TAN
C1	13°32'39"	115.00'	27.18'	13.66'

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES		RIGHT OF WAY REQUIRED FOR OLD RICHARDSON HWY IMPROVEMENTS	
DRAWING		PROJECT NO. IM-00G2(127)/61077	
INITIAL		AREA 0.059 AC	FARCEL NO. E20
DATE		SCALE 1" = 100'	DATE JANUARY 2005
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