

After Recording in the Ketchikan
Recording District, Return to:

Alaska Power & Telephone Company
193 Otto Street
P.O. Box 3222
Port Townsend, WA 98368
Atten: Ashley Nelson

UTILITY EASEMENT

Effective as of the date this Utility Easement is recorded, Southeast Island School District ("Grantor" herein), whose address is P.O. Box 19569, Thorne Bay, AK 99919 hereby grants, conveys and warrants to Alaska Power Company, an Alaska corporation ("APC"), whose address is P.O. Box 3222, Port Townsend, WA 98368 and Alaska Telephone Company, an Alaska corporation ("ATC" and collectively with APC and the successors and assigns of each of APC and ATC, "Grantee"), whose address is P.O. Box 3222, Port Townsend, WA 98368, for the purposes hereinafter set forth, a perpetual easement over, across and under a portion of the following described real property (the "Property" herein) located in the Ketchikan Recording District, First Judicial District, State of Alaska and legally described as:

TRACT 4A OF ALASKA STATE LAND SURVEY NO. 96-31, CONTAINING 3.020 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE KETCHIKAN RECORDING DISTRICT ON AUGUST 18, 1997, AS PLAT 97-50.

Except as otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property described as follows:

See Exhibit Drawing "A" on page 4 of this document. The allocated portion of Tract 4A.

(the "Right-of-Way").

The terms and conditions of this grant of this easement for utility purposes are:

1. Purposes. Grantee, jointly and severally, shall have the right to erect, construct, reconstruct, and install and to operate, maintain, repair, alter, inspect, replace, improve, relocate, remove and enlarge one or more telephone, electric, cable, internet or similar transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, and all additional lines and facilities as Grantee determines are necessary or desirable hereafter, which may include but are not limited to the following:

OVERHEAD FACILITIES: Poles, wire, telephone plant and cable TV plant, guy wire, transformer, riser conduit, metering assemblies and circuit breaker housings; and

UNDERGROUND FACILITIES: Underground conduits, cables, vaults, manholes, switches and transformers; semi buried or ground mounted facilities such as pads, transformers and switches;

(collectively, the "Facilities").

2. Ownership of Facilities. Grantor agrees that all of the Facilities are and shall remain the property of Grantee or Grantee's successors, assigns, licensees, or permittees as the case may be and removable at Grantor's or their option, as applicable.

3. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property as determined to be necessary, desirable or most expedient in order to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by Grantee's exercise of said right of access.

4. **Excavation; Cutting of Trees and Brush.** Grantee may excavate, remove soil or place material upon the Property as deemed necessary or desirable by Grantee for the Facilities. Grantee may also cut or trim any and all brush, shrubbery, under-growth, trees and other obstructions standing in or growing upon or near the Right-of Way, and also has the right to cut or trim any of the same located upon the Property which, in Grantee's reasonable judgment, are or might be a hazard to the Facilities.

5. **Grantor's use of Right-of-Way.** Grantor may use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that, without the prior written consent of Grantee, Grantor shall not (a) construct or maintain any improvement, building or other structure on the Right-of-Way, (b) blast within 300 feet of the Facilities, (c) interfere with lateral support of the Right-of-Way, or (d) excavate or fill any portion of the Right-of-Way.

6. **Indemnity.** Upon the recordation of this easement and continuing until it is terminated, Grantee shall, at its own expense, hold harmless, indemnify, and defend Grantor from and against any and all suits, actions, claims, demands, liens, penalties, losses, damages, fines, judgments or decrees, and any expenses incurred in connection therewith to the extent arising from: (i) the injury or death of any person and/or damage to any property arising out of or connected directly or indirectly with the use by Grantee of the Easement; or (ii) the Grantee's breach of the terms of this Agreement, but only to the extent that any of the foregoing were not caused by Grantor's wrongful acts or Grantor's negligence.

7. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install any of the Facilities on the Right-of-Way within any period of time from the date hereof.

8. **Ownership.** Grantor covenants that they are the legal owner of the Property, and that the Property is free and clear of all encumbrances and liens of whatsoever nature except the following:_____.

9. **Enforceability.** If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, the remainder of this document (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition set forth herein shall be valid and enforceable to the fullest extent permitted by law. Furthermore, in lieu of each such invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

10. **General.** The Right-of-Way referenced herein runs with the land. This document constitutes the entire agreement of the parties relating to the subject matter hereof and shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns and all subsequent owners of the Property. There are no promises, terms, conditions, obligations, or warranties other than those contained herein. This document supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter hereof. This document, or any covenant, or restriction or undertaking contained herein, may be terminated, extended or amended only by the recording of the appropriate documents in the Ketchikan Recording District, First Judicial District, State of Alaska, which documents must be executed by all of the parties hereto or the respective successor and assign of each of the parties hereto except in the case of abandonment under Section 7, above. No provision of this document shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No waiver of any one breach of any of the

covenants and/or agreements herein contained shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement. No failure by any party to insist upon the strict performance of any provision of this document, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision or of any other provision. No waiver of any provision of this document shall be deemed a waiver of any other provision hereof or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

Grantor: Southeast Island District

By: _____
Name/Title: _____
Date: _____

State of Alaska)
)
First Judicial District)

This is to certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Grantor named herein.

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

Grantees:

Alaska Power Company, an Alaska corporation

By: _____
Michael Garrett, President

Alaska Telephone Company, an Alaska corporation

By: _____
Michael Garrett, President

STATE OF WASHINGTON)
)
COUNTY OF Jefferson)

On this ___ day of _____, 202__, before me, a Notary Public in and for the State of Washington, personally appeared Michael Garrett, to me known to be:

- 1. the President of ALASKA POWER COMPANY, an Alaska corporation; and
- 2. the President of ALASKA TELEPHONE COMPANY, an Alaska corporation;

the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporations for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument on behalf of each of such corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year first above written.

Print Name: _____
Notary Public in and for the State of Washington
Residing At: _____
My commission expires:

HOLLIS ANCHORAGE

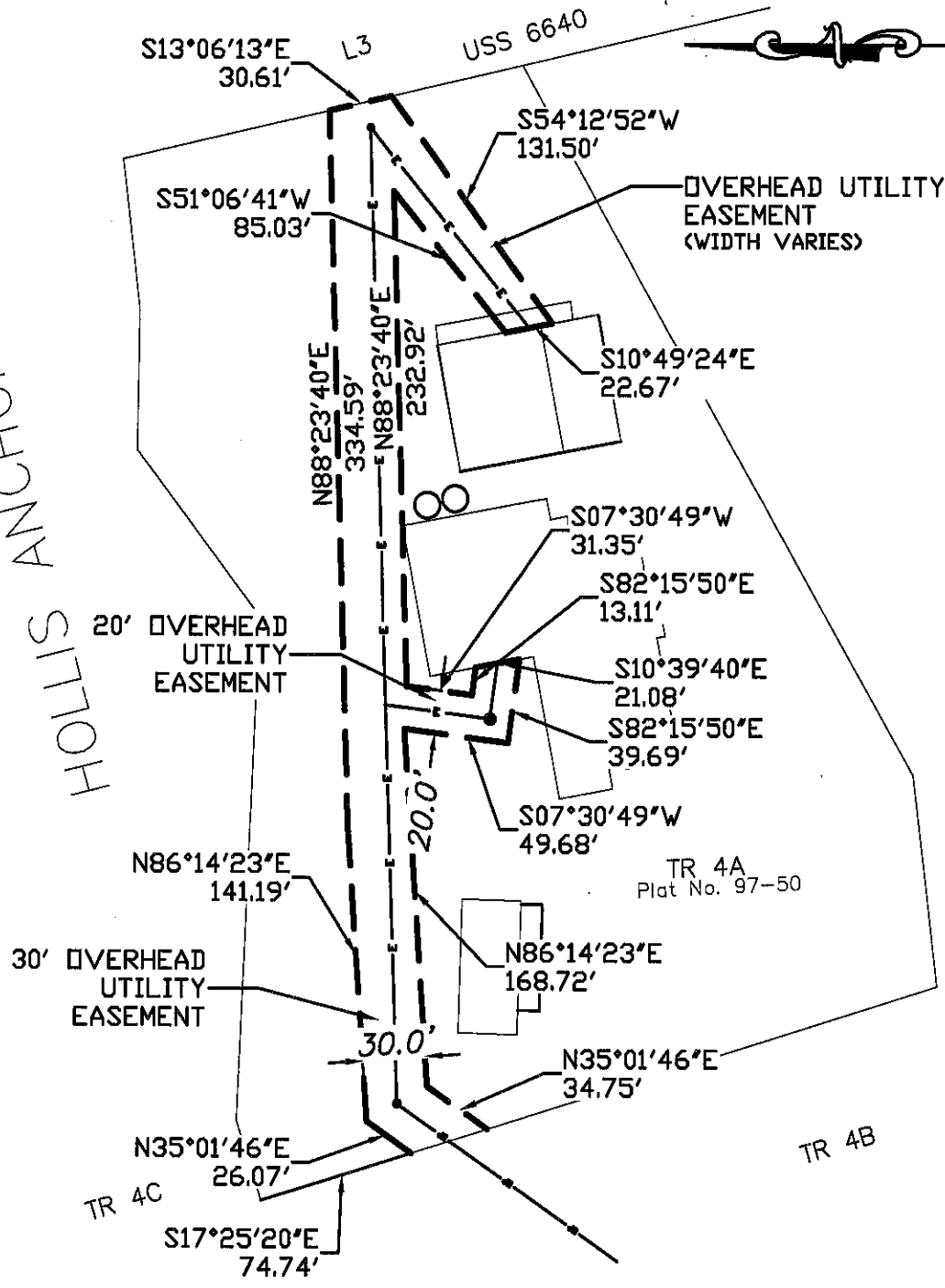
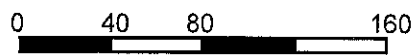


EXHIBIT "A"
 SOUTHEAST ISLAND SCHOOL DISTRICT
 TRA 4A (Plat 97-50)
 HOLLIS, AK

SCALE 1"=80'

THIS DRAWING MAY BE REDUCED,
 VERIFY SCALE BEFORE USING



NOTE: THIS SITE MAP DOES NOT CONSTITUTE AN AS-BUILT SURVEY

