



# **Fidelity Title Agency**

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## **of Alaska, LLC**

*A Non-Affiliated  
Independent & Locally Owned Company  
Where Experience Counts*

3150 C. Street, Suite 220  
Anchorage, AK 99503  
Tel: (907) 277-6601  
Fax: (907) 277-6613  
[fidelitytitleagencyak.com](http://fidelitytitleagencyak.com)

### **OWNER'S CONSULTATION REPORT**

**ORDER NO: F-243479**

**PROPERTY: 3466 N. Rimac Street, Wasilla, AK 99654**

**Reference:**

UA Land Management  
1815 Bragaw Street, #101  
Anchorage, AK 99508

Questions regarding this Guarantee should be directed to:  
**Jared Lance at (907) 770-8656 or [jaredl@fidelityak.com](mailto:jaredl@fidelityak.com)**



# Fidelity Title Agency

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## of Alaska, LLC

### INVOICE

3150 C. Street, Suite 220  
Anchorage, AK 99503  
Tel: (907) 277-6601  
Fax: (907) 277-6613  
fidelitytitleagencyak.com

**Billed To:**

UA Land Management  
1815 Bragaw Street, #101  
Anchorage, AK 99508

**Invoice Date:** August 19, 2025

**Our File Number:** F-243479

**Reference Number:**

**Customer Name:** MS.SR.0010

**Ref:**

**Please Pay Before:** 30 Days

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**Property:**

3466 N. Rimac Street, Wasilla, AK  
99654

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**Brief Legal:** T 18N, R 1W, Sec 28 NW4

DESCRIPTION			AMOUNT
Owner's Consultation Report			\$250.00

**Please write the order number on all payments to our office and return a copy of this invoice.**



# Fidelity Title Agency of Alaska, LLC

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Where Experience Counts*

3150 C. Street, Suite 220  
Anchorage, AK 99503  
Tel: (907) 277-6601  
Fax: (907) 277-6613  
fidelitytitleagencyak.com

## OWNER'S CONSULTATION REPORT

**Order No.: F-243479**

**Fee: \$250.00**

Prepared August 19, 2025 for the sole use and benefit of the addressee:

**UA Land Management  
1815 Bragaw Street #101  
Anchorage, AK 99508**

This report is issued for the use of the addressee set out above. This report sets out ownership and liens, voluntary and involuntary, affecting the following described property, such items being only those items recorded in the records of the recording district where the property is located, and which impart constructive notice:

1. Estate or interest researched:

**fee simple**

2. Vested owner:

**Board of Regents of the University of Alaska, as trustee for the University of Alaska**

3. Legal description

**Northwest quarter (NW1/4), Section 28, Township 18 North, Range 1 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.**

A search of the public records in the office of the recorder for the Palmer Recording District, Third Judicial District, State of Alaska, discloses the following matters affecting the title to the property set out herein:

The search and this report are effective only through: August 15, 2025 at 8:00 am

### **GENERAL EXCEPTIONS**

- a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- b) Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- c) Easements, claims of easement or encumbrances which are not recorded in the public records.
- d) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- e) (a) Unpatented mining claims; or (b) water rights, claims or title to water, whether or not the matter excepted under (a) or (b) are shown by the public records.
- f) Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- g) Rights of the State or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS2477 (AKA 43 USC 932) whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way.

### **SPECIAL EXCEPTIONS**

1. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof, said patent was recorded March 18, 1961 in Book 35 at Page 242 and re-recorded March 22, 2006 under Reception No. 2006-007158-0.
2. Reservations and exceptions as contained in the State of Alaska Patent and/or in Acts authorizing the issuance thereof, said patent was recorded November 23, 1984 in Book 391 at Page 238.
3. Taxes and/or assessments, if any, due the Matanuska-Susitna Borough.

4. Revocable Easement, including terms and provisions thereof, for the purpose set out therein:

In Favor of: Alonzo Gage

For: Private driveway

Recorded: June 29, 2006

Reception No.: 2006-018019-0

Affects: A portion as described therein

5. Decision and Tentative Approval, including terms and provisions thereof:

Recorded: September 5, 2013

Reception No.: 2013-019420-0

This report is limited to the benefit of the addressee solely for the researching the condition of title as of the effective date set out above and cannot be used as a basis for the completion or closing of any transaction involving this property.

The liability of Fidelity Title Agency of Alaska under this report for any error or omission, including any negligence on the part of Fidelity Title Agency of Alaska is limited to \$250.00 which is the amount of the fees received. Further, by state regulation, the fees paid will not be applicable to any title insurance policies subsequently issued involving this property.

This report is **not** a title insurance commitment, policy or guaranty.

Effective Date August 15, 2025 at 8:00 am

Prepared by:

**Fidelity Title Agency of Alaska, LLC**



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**Jared Lance**

Enclosures:      Invoice  
                            Vesting Deed  
                            Liens (voluntary or involuntary)  
                            Recorded Plat

## QUIT CLAIM DEED

The Grantor, State of Alaska, pursuant to Sections 2 and 3, Chapter 22, SLA 1983, conveys and quitclaims to the Grantee, Board of Regents of the University of Alaska, as trustee for the University of Alaska, whose mailing address of record is 3354 College Road, Fairbanks, Alaska 99701, the following described real property located in the Palmer Recording District of the State of Alaska:

TOWNSHIP 18 NORTH, RANGE 1 WEST, Seward Meridian, Alaska

SECTION 1: LOTS 1, 2, 3 AND 4, S1/2N1/2, S1/2.

SECTION 2: LOTS 1, 2, 3 AND 4, S1/2N1/2, S1/2.  
Subject to: Right-of-Way Permit ADL 72124.

SECTION 3: LOTS 1, 2, 3 AND 4, S1/2N1/2, S1/2.  
Subject to: Right-of-Way Permit ADL 72124.

SECTION 10: N1/2, N1/2SW1/4, NW1/4SE1/4.  
Subject to: Right-of-Way Permit ADL 72124.

SECTION 11: NW1/4NW1/4.

SECTION 14: N1/2N1/2, SE1/4SW1/4, S1/2SE1/4.

SECTION 15: N1/2NW1/4.

SECTION 18: NE1/4NE1/4.

SECTION 19: E1/2SE1/4.  
Subject to: Letter Permit ADL 74754.  
Right-of-Way Permit BLM Serial No.  
A054780.

SECTION 21: SE1/4NW1/4, S1/2SE1/4.

SECTION 23: SW1/4SE1/4.

SECTION 24: NE1/4NE1/4NE1/4, E1/2NW1/4NE1/4NE1/4,  
E1/2SE1/4NE1/4NE1/4.

SECTION 28: NW1/4.

SECTION 30: LOT 2.  
E1/2NW1/4.  
Subject to: Right-of-Way Permit ADL 56117.

SECTION 33: S1/2NE1/4.

CONTAINING 3,419.13 ACRES, MORE OR LESS.

ACCORDING TO THE GLO SURVEY PLAT OF TOWNSHIP NO. 18 NORTH, RANGE NO. 1 WEST OF THE Seward MERIDIAN, ALASKA, APPROVED BY THE U.S. SURVEYOR GENERAL'S OFFICE IN JUNEAU, ALASKA ON MAY 3, 1915.

All section lines are subject to a fifty foot easement each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010.

QCD No. 735  
ADL No. 214785

Excluding therefrom, however, all land underlying any navigable waters, if any, which may be located within the above-described real property; and

Also excluding any interest in land transferred to the Grantor by quitclaim deed dated June 30, 1959, executed by the United States Secretary of Commerce under the authority of the Alaska Omnibus Act, Public Law 86-70 (73 Stat. 141) located within the above described real property; and

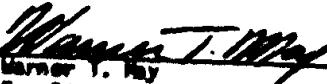
Subject to such rights as may be afforded the Grantor under Section 8 of the Act of July 26, 1866, 14 Stat. 253, 43 USCA § 932 (R.S. § 2477) (repealed by Pub. L. 94-579, Title VII, § 706(a), Oct. 21, 1976, 90 Stat. 2793).

The Grantee, by acceptance of this Deed and by separate agreement with the Grantor, has and does agree to provide reasonable access to the public to all navigable and public waters on or adjacent to the above-described real property. The Grantee further agrees that before Grantee develops or conveys any interest in the real property described above, Grantee shall identify and plot such easements or rights of way as may be reasonably necessary to insure free public access to all navigable or public waters on or adjacent to the real property described above and to notify Grantor of their location.

Dated this 2nd day of August, 1984.

STATE OF ALASKA

By:

  
Warner T. May  
For Director  
Division of Technical Services  
Department of Natural Resources

ACKNOWLEDGMENT

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

ss

THIS IS TO CERTIFY that on this 2nd day of August, 1984, before me appeared Warner T. May, known by me to be the Deputy Director of the Division of Technical Services, Department of Natural Resources, and acknowledged to me that this Quitclaim Deed was voluntarily executed on behalf of the State of Alaska.



OJD No. 735  
AOL No. 214785

ACCEPTANCE

Grantee hereby accepts title to the above-described property subject to the obligations set forth in this Deed.

Dated this 18<sup>th</sup> day of Oct, 1984.

*Herbert C. Lang*  
Herbert C. Lang  
UNIVERSITY OF ALASKA  
President of the Board of Regents

ACKNOWLEDGMENT

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss

THIS IS TO CERTIFY that on this 18<sup>th</sup> day of October, 1984, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Herbert C. Lang, known to me to be the President of the Board of Regents of the University of Alaska, a constitutional corporation organized and existing under the laws of the State of Alaska, and who acknowledged to me that he executed the within and foregoing Agreement on behalf of said corporation as the voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

*Diane C. S.*  
Notary Public to the State of Alaska  
My Commission Expires: 4/10/85

84-031861  
1400

RECORDED - INDEXED  
PALMER REC.  
DISTRICT

Nov 23 2:46 PM '84

REQUESTED  
University of Alaska  
ADDRESS

QCD No. 735  
ADL No. 214785  
Location Index:  
T. 18 N., R. 1 W., S. 4.  
Sections 1, 2, 3, 10, 11, 14, 15, 18, 19  
21, 23, 24, 28, 30, 33

2006-007158-0

Recording Dist: 311 - Palmer  
3/22/2006 11:44 AM Pages: 1 of 3

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**U.S. Patent**

1217599

This conveyance document may have been recorded at a previous time, and if so, the prior recording date takes precedence.

Please record this cover page as the first page of the document. Document should be indexed as follows:

**RECORDING DISTRICT:**

Palmer Recording District #311

**DOCUMENT TYPE:**

Deed

**FILE TYPE/NUMBER:**

UNIV-33

**GRANTOR:**

1. United States of America
2. Department of the Interior
3. Bureau of Land Management

**LEGAL DESCRIPTION:**

1. See attached patent.

**GRANTEE:**

1. State of Alaska
2. Department of Natural Resources
3. Division of Mining Land and Water

**AFTER RECORDING RETURN TO:**

State of Alaska  
Department of Natural Resources  
Division of Mining, Land & Water  
Realty Services/Title Administration  
550 W. 7<sup>th</sup> Avenue, Suite 1050A  
Anchorage, AK 99501-3579

**STATE BUSINESS NO CHARGE**

Anchorage.045305

PALMER (61-458  
Serial No. 4-1043

## The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Anchorage, Alaska, is now deposited in the Bureau of Land Management, whereby it appears that pursuant to the grant of lands under the Act of January 21, 1929 (45 Stat. 1091), as supplemented by the Act of July 7, 1958 (72 Stat. 339), the State of Alaska has selected the following described land:

## Seward Meridian, Alaska.

T. 18 N., R. 1 W.,  
 Sec. 1, Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ ;  
 Sec. 2, Lots 1, 2, 3 and 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
 Sec. 3, Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Sec. 10, N $\frac{1}{2}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Sec. 11, NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
 Sec. 14, N $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ S $\frac{1}{2}$ ;  
 Sec. 15, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
 Sec. 18, NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
 Sec. 19, Lots 3 and 4, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Sec. 20, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Sec. 21, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Sec. 23, N $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Sec. 24, NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
 Sec. 28, NW $\frac{1}{4}$ ;  
 Sec. 29, NW $\frac{1}{4}$ .

This is to certify that this is a true and correct copy as the same appears in the records of the Department of Natural Resources.

*Debby M. Paydack*  
Department of Natural Resources

Date 3/20/2006

The area described contains 4,154.51 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, and in conformity with the said Acts of Congress, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said State of Alaska, and to its assigns, the tract of Land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Alaska, and to its assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufac-

Patent Number 1217599



Anchorage 045305

4-1044  
(July 1962)

turing, 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 there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

There is also reserved to the United States a right-of-way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305, 48 U.S.C. Sec. 305).

This is to certify that this is a true and correct copy as the same appears in the records of the Department of Natural Resources.

*Holly M. Paydack*  
Department of Natural Resources

Date 3/20/2006

IN TESTIMONY WHEREOF, the undersigned officer of the Bureau of Land Management, in accordance with section 1 of the act of June 17, 1948 (62 Stat., 476, 43 U. S. C. sec. 15), 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 SIXTH day of MARCH in the year of our Lord one thousand nine hundred and SIXTY-ONE and of the Independence of the United States the one hundred and EIGHTY-FIFTH.

For the Director, Bureau of Land Management.

By *Ruth W. Tally*  
Chief, Patent Section.

(SEAL)

FILED  
Palmer REC. DIST.

DATE	3-18	1961
TIME	11:30	A.M.
Requested by	State of Alaska	
Address	340 4th St. Anch.	

1217599

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CCx2

**University of Alaska****REVOCABLE EASEMENT**

**THIS REVOCABLE EASEMENT** is made by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF ALASKA**, a corporation created under the Constitution and laws of the State of Alaska, and acting through its Land Management office whose address is 3890 University Lake Drive, Suite 103, Anchorage, Alaska 99508 ("Grantor"), and **ALONZO GAGE**, 4164 North Dartmoor, Wasilla, Alaska 99654 ("Grantee").

**WITNESSETH:**

**WHEREAS**, the Grantor is the owner of certain real property located in the Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

**TOWNSHIP 18 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA****Section 28: NW4,**

(hereinafter referred to as the "Property"), and

**WHEREAS**, The Grantee desires the use of a portion of Grantor's Property to construct, operate and maintain a private driveway for access to Grantee's adjacent property; and

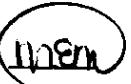
**WHEREAS**, Grantee is the owner of certain real property located in the Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

**TOWNSHIP 18 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA****Section 29: E2NE4NE4, NW4NE4NE4, N2SW4NE4NE4, E2SE4NE4**

(hereinafter referred to as "Adjacent Land"); and

**WHEREAS**, the Grantor desires to grant to Grantee a non-exclusive revocable easement across the Property to access Grantee's Adjacent Land described as follows:

**A private driveway easement as depicted on Exhibit "A" attached hereto and made a part hereof,**

Grantor's Initials: E-06-107  
MS.SR.0010.002Grantee's Initials: 

**Alonzo Gage Revocable Easement**

**Page 2 of 6**

**SUBJECT HOWEVER, TO, all reservations, easements, restrictions, covenants, encumbrances and exceptions of record, and reservations in the Federal Patent or other conveyance by which the Grantor acquired title,**

(hereinafter referred to as the "Revocable Easement"); and

**WHEREAS**, in consideration of administration fees in the amount of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor is willing to grant a Revocable Easement across the Property subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

- 1. REVOCABLE EASEMENT.** Grantor hereby grants to Grantee, subject to existing rights, a non-exclusive and Revocable Easement across the Property to construct, maintain, and operate a private driveway for the sole purpose of providing access to Grantee's Adjacent Land.
- 2. GRANTEE'S USE.** Grantee agrees to repair any damage to Grantor's Property or improvements occurring from Grantee, Grantee's agents, representatives, contractors, employees or invitees' ingress, egress or use of the Revocable Easement or Property or other unauthorized uses resulting from the location of the Revocable Easement on the Property. Grantee shall perform all work and activities in such a manner that private improvements, if any, existing on the Property shall not be disturbed or destroyed, or, in the event that any private improvements are unavoidably disturbed or destroyed, they shall be replaced in as good a condition as existed immediately prior to Grantee's entry to the Property. Grantee shall not extract or remove any natural resources, including gravel or timber, from the Property without the prior written consent of the Grantor. Grantee agrees not to leave, or to allow Grantee's agents, representatives, contractors, employees or invitees to leave any debris and/or waste materials on the Property.
- 3. GRANTOR'S USE.** Grantor reserves the right to use the Property, including the Revocable Easement area, in any manner and for any purpose not inconsistent with the aforeslated purpose and to relocate the improvements at Grantee's sole cost and expense, if further development warrants such action.
- 4. NON-EXCLUSIVE USE.** This Revocable Easement is non-exclusive and is subject to all existing or reasonable future uses of the Property by the Grantor. Such uses may change without notice. Grantee shall use the Property only for purposes reasonably related to constructing, maintaining and operating a private driveway and shall not disturb the Grantor's existing or reasonable future uses of the Property. Grantee is authorized to use the Property only for access to the Adjacent Land. Grantee shall not store vehicles, equipment, or materials on the Property or use the Property in any manner not directly related to construction, maintenance and operation of a private driveway. Grantee's activities upon the Property shall not disrupt or unduly disturb the Grantor's use of the Property. The Grantor reserves the right to use the Property in any manner and for any purpose not inconsistent with the aforeslated purpose.

Grantor's Initials: mgm

E-06-107  
MS.SR.0010.002

Grantee's Initials: AS



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2006-018019-0

## Alonzo Gage Revocable Easement

Page 3 of 6

**5. PRIOR EXISTING RIGHTS.** Grantee shall coordinate its activities with all holders of prior existing rights. Grantee shall not disturb or destroy any private improvements existing on the Property, or, in the event that any private improvements are unavoidably disturbed or destroyed, Grantee shall bear all costs associated with replacing the damaged or destroyed improvements in as good a condition as existed immediately prior to Grantee's entry to the Property.

**6. REVOCABLE.** Grantee understands and agrees that the Grantor may revoke this Revocable Easement at any time, with or without cause. Revocation is effective immediately upon notice.

**7. COMPLIANCE.** Grantee agrees that all construction, maintenance and operation of the driveway authorized under this Revocable Easement shall be conducted in compliance with all applicable federal, state and local laws, regulations and orders of governmental authorities having jurisdiction over the Property or construction hereunder (including but not limited to workers' compensation laws, Alaska Statute 27.19 et seq. and U.S. Army Corps of Engineers wetlands regulations) now or hereafter in effect during the term of this Revocable Easement.

**8. HAZARDOUS MATERIALS.** Grantee, its agents, employees, contractors, or invitees shall neither cause nor permit any Hazardous Material to be brought upon, kept or used in or about the Property by Grantee, its agents, representatives, employees, contractors or invitees. If Grantee, its agents, employees, contractors, or invitees breach the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property or Adjacent Land caused or permitted by Grantee, its agents, employees, contractors, or invitees results in contamination of the Property, or if contamination of the Property or adjoining property by Hazardous Material otherwise occurs for which Grantee is legally liable for damage resulting therefrom, then Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, judgments, damages, penalties, fees, costs, liabilities or losses including, without limitation, diminution in value of the Property or adjoining property, damages for the loss or restriction of usable space or of any amenity of the Property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the period in which this Revocable Easement is in effect as a result of such contamination. This indemnification of the Grantor by Grantee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property and adjoining properties. Without limiting the foregoing, if the presence of any Hazardous Material on the Property or adjoining properties caused or permitted by Grantee, its agents, employees, contractors, or invitees results in any contamination of the Property or adjoining properties, Grantee shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that the Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local

Grantor's Initials: hgn

E-06-107  
MS.SR.0010.002

Grantee's Initials:  



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2006-018019-0

## **Alonzo Gage Revocable Easement**

### **Page 4 of 6**

governmental authority, the State of Alaska or the United States Government. Hazardous Material also includes petroleum products and petroleum by-products.

**9. TERMINATION.** This Revocable Easement shall automatically terminate upon: 1) 60 days written notice of termination or revocation from Grantor to Grantee, 2) written agreement of Grantor and Grantee, 3) upon abandonment of Grantee's improvements, herein defined as non-use for twelve (12) consecutive months, 4) in the event Grantee subdivides the Adjacent Land, or 5) Grantee's failure to comply with any of the terms and conditions of this Revocable Easement.

**10. PROPERTY RESTORATION.** Upon termination or revocation of this Revocable Easement, Grantee shall, at Grantee's sole expense: 1) restore the Property to a condition consistent with the condition prior to Grantee's use of the Property and satisfactory to Grantor, and 2) re-establish, in accordance with accepted survey practices, any damaged or destroyed survey monuments or markers. Notwithstanding the foregoing, at Grantor's sole option, Grantor may elect to accept the constructed road improvements at termination

**11. INDEMNIFICATION.** Grantee shall perform all of its obligations and carry on all of its operations and activities entirely at its own risk and responsibility. Grantee shall indemnify, defend and hold the Grantor, its Board of Regents, officers, agents and employees harmless from and against any and all loss, expense, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever whether arising on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in connection with this Revocable Easement and/or the performance, activities or operations of Grantee, or Grantee's employees, contractors or invitees hereunder, whether the same arises before or after completion of Grantee's activities or operations or expiration of this Revocable Easement, except for injury resulting from the Grantor's gross negligence or intentional injury. This indemnification shall survive any termination or expiration of this Revocable Easement. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Grantee agrees to provide the Grantor with the maximum indemnification allowed by law.

**12. NOTICES.** All notices referred to in this Revocable Easement shall be sent to the respective parties at the addresses stated below:

**GRANTOR:**

University of Alaska  
Land Management  
3890 University Lake Drive, #103  
Anchorage, Alaska 99508

**GRANTEE:**

Alonzo Gage  
4164 North Dartmoor  
Wasilla, Alaska 99654

**13. ASSIGNMENTS.** The rights granted to and duties assumed by Grantee under this Revocable Easement may not be assigned or delegated by Grantee without prior written consent of Grantor. Any attempted assignment or delegation by Grantee without prior written consent of Grantor shall be void.

Grantor's Initials: mwm

E-06-107  
MS.SR.0010.002

Grantee's Initials: AG

4 of 7  
2006-018019-0

**Alonzo Gage Revocable Easement**

**Page 5 of 6**

**14. AMENDMENTS.** This Revocable Easement may be amended from time to time, as may be necessary, by mutual consent of both parties; provided, however, that no amendment to this Revocable Easement shall be effective unless in writing and signed by both parties.

**15. TIME.** Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

**16. AUTHORITY.** Both parties represent and warrant that they have the authority and are authorized to execute this Revocable Easement.

**17. ENTIRE AGREEMENT.** This Revocable Easement constitutes the entire agreement and understanding between the parties and supersedes all prior negotiations, memoranda, representations or warranties between the parties concerning the subject matter hereof.

**THIS REVOCABLE EASEMENT** is effective when fully executed by all parties and the covenants, representations and warranties of Grantor and Grantee shall be effective on the date hereof.

**GRANTOR:**

Mari E. Montgomery  
Mari E. Montgomery, Director  
Land Management  
**UNIVERSITY OF ALASKA**

06-21-06  
Date

**GRANTEE:**

Alonzo Gage  
Alonzo Gage

6-19-06  
Date

**E-06-107  
MS.SR.0010.002**



5 of 7  
2006-018019-0

## **Alonzo Gage Revocable Easement**

Page 6 of 6

## ACKNOWLEDGMENTS

**STATE OF ALASKA** )  
 )  
**THIRD JUDICIAL DISTRICT** )

**THIS IS TO CERTIFY** that on this 21<sup>st</sup> day of June, 2005, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me **MARI E. MONTGOMERY**, the Director of Land Management, University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, and who acknowledged to me that she executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes stated therein.

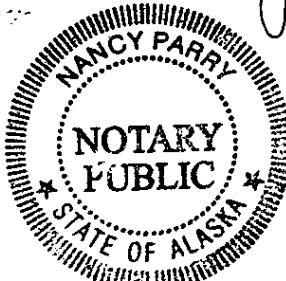
WITNESS my hand and official seal the day and year herein and above written.



Notary Public in and for Alaska  
My Commission Expires: 02-05-07

**THIS IS TO CERTIFY** that on this 19<sup>th</sup> day of June, 2005, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ALONZO GAGE**, who acknowledged to me that he voluntarily executed the within and foregoing document for the uses and purposes stated therein.

WITNESS my hand and official seal the day and year herein and above written.



**AFTER RECORDING RETURN TO:  
Alonzo Gage  
4164 North Dartmoor  
Wasilla, AK 99654**

**E-06-107**  
**MS.SR.0010.002**





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2013-019420-0

Recording District 311 Palmer

09/05/2013 11:12 AM Page 1 of 3



## Tentative Approval

Please record this cover page as the first page of the document. Document should be indexed as follows:

**RECORDING DISTRICT:** Palmer

**DOCUMENT TYPE:** Tentative Approval

**FILE TYPE/NUMBER:** Univ-33

**GRANTOR:**

1. United States
2. Department of the Interior
3. Bureau of Land Management

**LEGAL DESCRIPTION:**

See attached document for legal description

**GRANTEE:**

1. Board of Regents
2. University of Alaska
- 3.

**AFTER RECORDING RETURN TO:**

State of Alaska  
Department of Natural Resources  
Division of Mining, Land & Water  
Realty Services/Title Administration  
550 W. 7<sup>th</sup> Avenue, Suite 1050A  
Anchorage, AK 99501-3579

**STATE BUSINESS NO CHARGE**

Document 1 of 2

Record concurrently herewith



IN REPLY REFER TO:

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Land Office  
334 East Fifth Avenue  
Anchorage, Alaska

ALO:L3

NOV 20 1959  
12/1/59  
D

DECISION

Board of Regents : University Selection  
University of Alaska : Act of January 21, 1929  
College, Alaska : Anchorage 045305  
:  
:

Land Proper for Selection  
Tentative Approval Given

The University of Alaska has filed a selection, Anchorage 045305, under the above-noted Act.

A portion of the lands applied for meet the criteria for compactness; are unreserved; are not known to be validly occupied or appropriated under the public land laws, including the mining laws; are not valuable for hot or medicinal springs; and otherwise conform to the requirements of the Act.

In view of the foregoing, the following lands are considered proper for acquisition by the University, and the selection is hereby tentatively approved for those lands:

Seward Meridian:

Township 18 North, Range 1 West,

Section 1: All; (Lots 1 through 4)  
( $S_2^1 N_2^1$ ,  $S_2^1$ )

Section 2: Lots 1 through 4;  
 $SE_4^1 NW_4^1$ ;  
 $S_2^1 NE_4^1$ ;  
 $E_2^1 SW_4^1$ ;  
 $SE_4^1$ ;

Section 3: Lots 1 through 4;  
 $S_2^1 N_2^1$ ;  
 $SW_4^1$ ;  
 $NW_4^1 SE_4^1$ ;  
 $S_2^1 SE_4^1$ ;



Section 10:  $N_2^1$ ;  
 $SW_4^1$ ;  
 $W_2^1SE_4^1$ ;  
 $SE_4^1SE_4^1$ ;

Section 11:  $NW_4^1NW_4^1$ ;

Section 14:  $S_2^1S_2^1$ ;  
 $N_2^1N_2^1$ ;

Section 15:  $N_2^1NW_4^1$ ;

Section 18:  $NE_4^1NE_4^1$ ;

Section 19: Lots 3 and 4;  
 $E_2^1SE_4^1$ ;

Section 20:  $S_2^1NW_4^1$ ;  
 $SW_4^1$ ;  
 $S_2^1SE_4^1$ ;  
 $NE_4^1SE_4^1$ ;

Section 21:  $S_2^1SE_4^1$ ;  
 $SW_4^1NE_4^1$ ;  
 $SE_4^1NW_4^1$ ;

Section 23:  $N_2^1N_2^1$ ;  
 $S_2^1NE_4^1$ ;  
 $SW_4^1SE_4^1$ ;

Section 24:  $NE_4^1NE_4^1$ ;

Section 28:  $NW_4^1$ ;

Section 29:  $NW_4^1$ ;

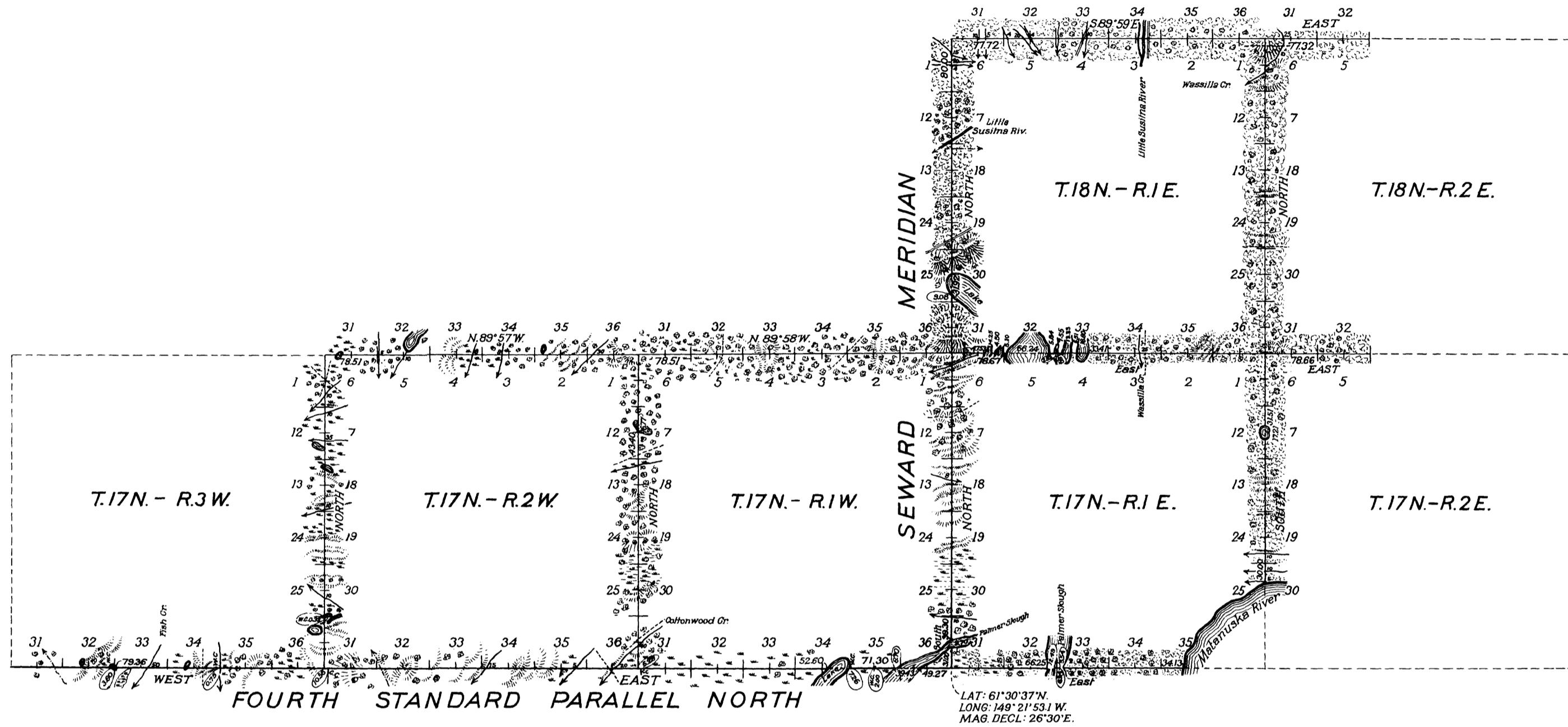
containing 4154.51 acres.

When the lands are patented to the University, the patent will contain a reservation for canals and ditches under the Act of August 30, 1890 (26 Stat. 391); a reservation to the United States of a right-of-way for the construction of railroads, telegraph lines and telephone lines under the Act of March 12, 1914 (36 Stat. 305); and a reservation for roads, roadways, highways, tramways, trails, bridges and appurtenant structures in accordance with the Act of July 24, 1947 (61 Stat. 418).

*Alfred P. Steger*  
Alfred P. Steger  
Chief, Lands Adjudication Unit.

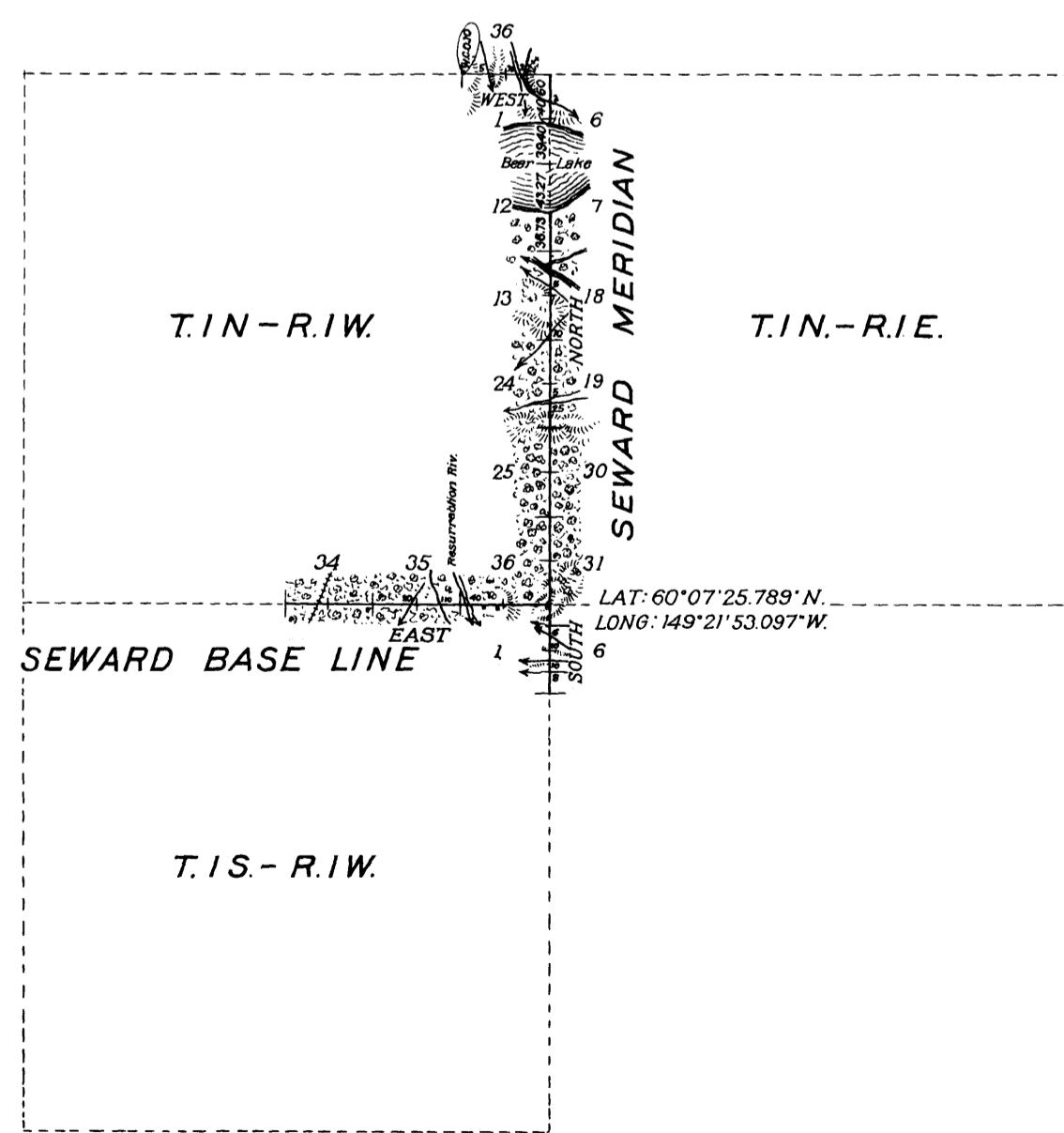
# TOWNSHIP EXTERIORS

Scale: 1 inch to 160 chains



### Table of Mileage

Surveys designated	Amount	When surveyed
<i>Standard lines</i>	<i>Mls. Chs. Lks.</i> <b>44 34 13</b>	<i>May 10, 1911-Sept. 11, 1913</i>
<i>Township lines</i>	<b>51 19 39</b>	<i>June 16, 1911-Sept. 17, 1913</i>



**THIS PLAT**

of the

**SEWARD BASE LINE** through **R.I.W.**

*SEWARD MERIDIAN* " *Ts. I, 17 & 18 N.*

4<sup>TH</sup> STANDARD PARALLEL N. " Rs.I, 2,3 W. & R.E.

" *& WEST boundaries* *Ts. 17N.-R. 182W.*

" " EAST " T17N-R1E.

" " SOUTH " T18N.-R.2E.

*of the Seward Base and Meridian in the territory  
of Alaska is strictly conformable to the field notes  
of the surveys thereof by*

*John P. Walker U.S.S. and G.G. McDaniel, U.S.T.  
under their instructions dated April 11, 1911 and*

*J. Frank Warner and F.W. Williamson, U.S. Sur.  
under their instructions dated May 15, 1912 and  
May 31, 1913 which have been examined, approved  
and filed in this office.*

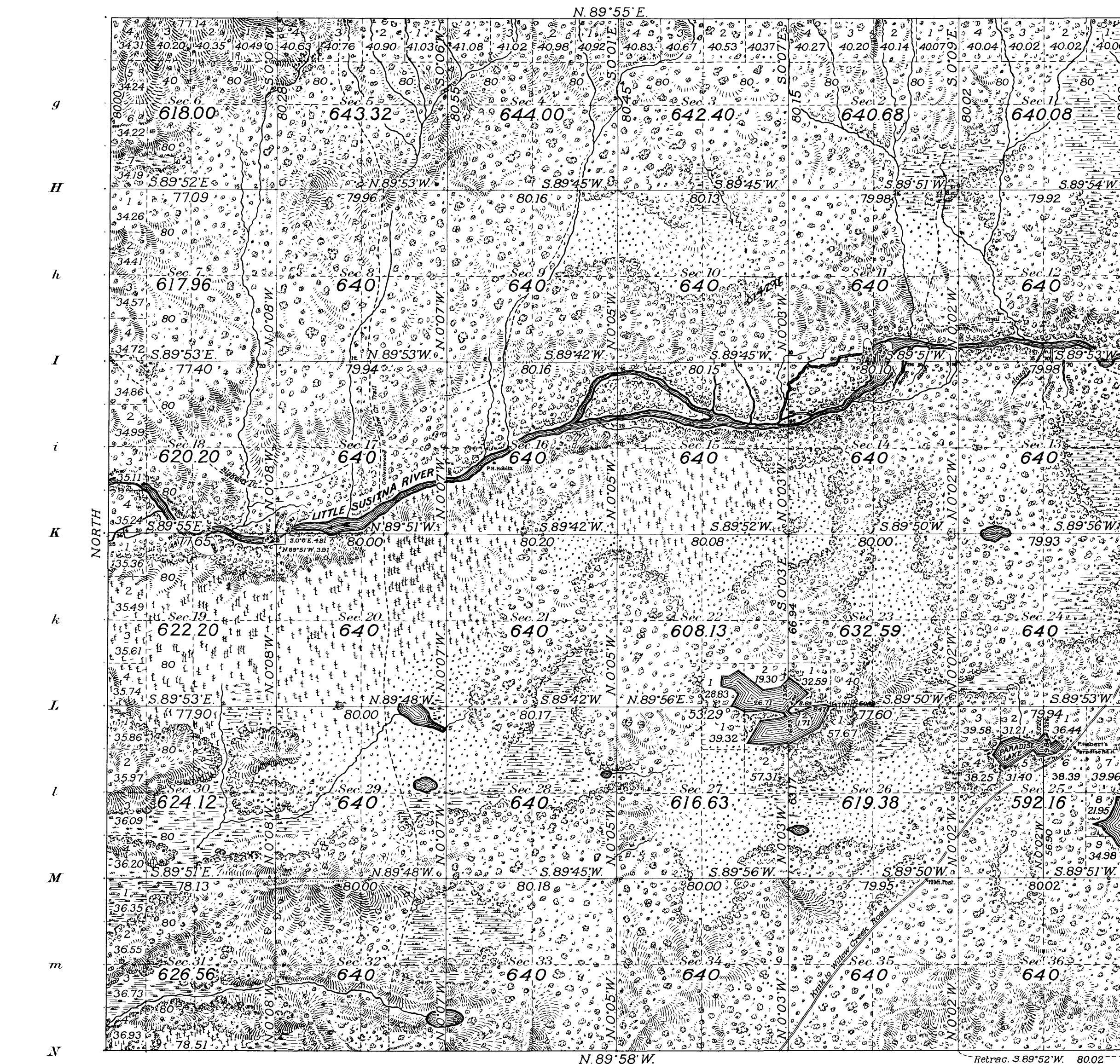
*U.S. Surveyor Generals Office  
Juneau, Alaska, June 11, 1914*

Charles E. Davidson  
U.S. Surv. General

(4-675 a)

*Township N<sup>o</sup> 18 North, Range N<sup>o</sup> 1 West of the Seward Meridian, Alaska*

$$G \qquad \qquad f \qquad \qquad F \qquad \qquad e \qquad \qquad E \qquad \qquad d \qquad \qquad D \qquad \qquad c \qquad \qquad C \qquad \qquad b \qquad \qquad B \qquad \qquad a$$



See Executive Order No. 13526  
withdrawing for classification  
purposes

T. 17 H., Rs. 1, 2 and 3 E.  
 T. 18 H., Rs. 1, 2 and 3 E.  
 T. 19 H., Rs. 1 and 2 E.  
 T. 17 H., Rs. 1 and 2 H.  
 T. 18 H., Rs. 1 H.

Amended by Executive Orders Nos. 7047, 7416, 8372 and 9022 and Public Land Orders Nos. 79, 119 and 272.

Shore space restoration No. 3,  
dated March 21, 1921 restored  
to entry lands surrounding or  
abutting on lakes in this town-  
ship.

It does not, however, affect creeks, estuaries or waterways connecting said lakes with the sea, where such connections are or may be runways for sea going fish to and from spawning grounds

<i>Areas in Acres</i>	
<i>Public Land</i>	22,808.41
<i>Indian Reservation</i>	
<i>Indian Allotments</i>	
<i>Mineral Claims</i>	
<i>Water Surface</i>	131.11
<i>Total Area</i>	22,939.52

LAT: 61°35'49"N. 0 10 20 40

Scale 40 Chains to an in

*The above map of Township No. 18 NORTH, Range No. 1 WEST, of the Seward  
Meridian, ALASKA, is strictly conformable to the field notes of the survey thereof on file  
in this office, which have been examined and approved*

*U. S. Surveyor General's Office*  
*JUNEAU, ALASKA, May 3, 19*

oved  
Charles E. Davidson  
Surveyor General.