

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
RESOLUTION 23-17**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY APPROVING AN EASEMENT
ACROSS BOROUGH PROPERTY IN DEERING FOR FIBER
OPTIC CABLE TO CONNECT THE MEDICAL CLINIC, AND
FOR RELATED PURPOSES.**

WHEREAS: the Northwest Arctic Borough Assembly is the governing body for the Northwest Arctic Borough; and

WHEREAS: the Northwest Arctic Borough is a home rule regional government and provides essential programs and services to improve the quality of life for all residents and their 11 communities; and

WHEREAS: GCI Communication Corp (GCI) plans to construct and install approximately 160 miles of fiber optic cable to provide high-speed internet to Deering and Kivalina in order to connect the medical clinics and schools in both communities; and

WHEREAS: the project will extend broadband service by installing a main base line from Kivalina to Kotzebue and then to Deering by tying into the Quintillion fiber network; and

WHEREAS: the Borough owns land in Deering required to complete connection of the fiber optic line from the beach to the utility line and GCI has requested a land entry permit and easement to accomplish the project as roughly depicted on Exhibit A to this Resolution; and

WHEREAS: the collaborative community process determined the site selection, and the selected equipment, sizes, and appurtenances in order for procurement and design to move forward for anticipated construction in 2023; and

WHEREAS: the easement will serve a public purpose beneficial to the Borough and residents of Deering.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly approves a land entry permit and agreement to grant easement and right of way in substantially the same form as attached to this resolution as Exhibit B, and authorizes the Mayor to execute any documents necessary to carry out this process.

PASSED AND ADOPTED THIS 25th DAY OF APRIL 2023.


Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF APRIL 2023


Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF APRIL 2023.


Stella Atoruk, Borough Clerk

ATTEST:



Exhibit A



Exhibit B

After Recording Return to:
GCI Communication Corp.
Attn.: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

LAND ENTRY PERMIT and AGREEMENT TO GRANT EASEMENT AND RIGHT OF WAY (SURFACE ESTATE)

This Land Entry Permit and Agreement to Grant Easement and Right of Way (the "Agreement") is made between Northwest Arctic Borough, whose mailing address is P.O. Box 1110, Kotzebue, AK 99752 ("Grantor") and GCI Communication Corp., an Alaska corporation, with offices at 2550 Denali Street, Suite 1000, Anchorage, AK 99503 ("Grantee").

Grant of Land Entry Permission

WHEREAS, the objective of Grantee's Maniilaq project ("the project") is to provide high speed internet (broadband) service to the communities of Deering and Kivalina;

WHEREAS, the project will require the installation of fiber optic cable ("FOC") and a beach manhole ("BMH") on Grantor's property; and

WHEREAS, Grantee anticipates that construction will begin June 1, 2023 with an anticipated completion date of December 31, 2023;

NOW THEREFORE, Grantor hereby irrevocably gives permission to Grantee to enter upon and use the land described below (the "Property") in accordance with the terms of this Agreement:

BMH – Located on a portion of U.S. Survey 10283; a tract of land located within NE4SE4SW4, Section 20 of surveyed Township 8 North, Range 19 West, Kateel River Meridian, Cape Nome Recording District, State of Alaska.

FOC – Located on a portion of U.S. Survey 10283; a tract of land located within NE4SE4SW4, Section 20 of surveyed Township 8 North, Range 19 West, Kateel River Meridian, Cape Nome Recording District, State of Alaska.

The preliminary figure attached hereto, and designated as Exhibit A was developed for the purpose of installing BMH and FOC facilities, and includes the following:

GCI Communication Corp.

Land Entry Permit & Easement/ROW Agreement
Maniilaq Project

Deering
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Exhibit B

Beach Manhole: The BMH will be constructed to contain the connections for the fiber optic cable (FOC) to transition from water to land. The footprint of the BMH will be approximately 3 feet x 4 feet (12 square feet) in area. The final easement area will be approximately 10 feet x 10 feet to allow for any future maintenance requirements.

AND

Fiber Optic Cable: The FOC will be installed and transition from the BMH and continue to the nearest utility pole. The final FOC easement will be approximately 10 feet wide.

Agreement to Grant Permanent Easement and Right of Way

1. Land entry permission for Grantee shall extend from June 1, 2023 and continue until the completion of the installation of the above-described fiber optic cable facilities, and execution of subsequent easement and right of way documents;
2. Grantor authorizes the land use necessary to construct the herein described BMH and FOC facilities;
3. The final location of the BMH and FOC facilities will be determined upon completion of construction;
4. Grantee will record an as-built survey of the entire Maniilaq project within one year of completion of project construction;
5. Within 12 weeks of completing construction, Grantee will provide Grantor with an Easement and Right of Way Agreement which shall include a parcel plat prepared by a registered land surveyor identifying the as-built of the Easement within Grantor's property;
6. Grantor, and its successors and assigns, hereby agree to execute a perpetual agreement across the surface estate of the Grantor's real property described herein and in the Easement and Right of Way Agreement as described in item 5 of this agreement.
7. The fully executed Easement and Right of Way Agreement shall be recorded by the Grantee in the appropriate recording district, and a copy will be delivered to the Grantor.

Dated this _____ day of _____, 20____.

GRANTOR:
NORTHWEST ARCTIC BOROUGH

By: *[Signature]* *for Dickine Moto*
Title: *Acting Mayor*

Exhibit B

Dated this _____ day of _____, 20____.

GCI COMMUNICATION CORP.

By: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) ss:
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, the _____ of **NORTHWEST ARCTIC BOROUGH**, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said the Northwest Arctic Borough, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

GCI Communication Corp.

Land Entry Permit & Easement/ROW Agreement
Maniilaq Project

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ACKNOWLEDGMENT OF GRANTEE

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, the _____ of GCI Communication Corp., the Grantee known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

Exhibit B



Exhibit B

After Recording Return to:
GCI Communication Corp.
Attn.: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

EASEMENT AND RIGHT OF WAY AGREEMENT

This Easement and Right of Way Agreement ("Easement") is made between the _____, a _____ with offices at _____ ("Grantor") and **GCI Communication Corp.**, an Alaska corporation, with offices at 2550 Denali Street, Suite 1000, Anchorage, AK 99503 ("Grantee").

1. Grant of Easement. Grantor, for \$10 and other valuable consideration, hereby grants, warrants and conveys to Grantee, its successors and assigns, and Grantee accepts, a perpetual 10 foot wide easement and right of way (collectively, "Easement") across the surface estate of the real property described herein, together with the right of ingress and egress over the adjacent lands of Grantor, its successors and assigns, for the purposes of this Easement.

2. Permitted Uses. The Easement may be used by Grantee and its successors and assigns, affiliates, contractors, subcontractors, agents, representatives, employees and delegates to locate, access, construct, add to, reconstruct, alter, operate, repair, maintain, upgrade, improve and remove above ground and underground telecommunication facilities and services, including, without limitation, antennas, lines, wires, cables, vaults, poles, conduits, guy wires, and pedestals (collectively, "Permitted Uses"). Grantee may allow joint usage of the Easement by other persons on the same terms and conditions as Grantee is entitled to use the Easement. Grantee may assign this Easement to a party to whom Grantee has assigned all of its rights and obligations with respect to the facilities and services for which this Easement was granted.

3. Location of the Easement. Grantor does hereby grant an Easement ____ feet in width, ____ feet on each side of the centerline, across Grantor's surface estate interest in the property described as follows:

[Insert legal description, including recording district.]

Exhibit B

[By one year from the date hereof, Grantee shall record a parcel plat prepared by a registered land surveyor identifying the as-built centerline of the Easement across Grantor's property. The recorded as-built survey shall define the specific location of this Easement.] ***(Only include this paragraph if an As Built will be done.)***

4. Ownership of Equipment. Grantor agrees that all equipment, including but not limited to antennas, lines, wires, cables, vaults, poles, transformers, conduits, guy wires, substations and pedestals ("Equipment") installed on the property at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

5. Ownership Covenant. Grantor covenants that it is the owner of the above described lands and is legally capable of granting and is authorized to grant, the Easement.

6. Easement Running with the Land. The Easement granted and the covenants, conditions, and terms of this Easement shall constitute covenants to run with the land covered by the Easement, and shall be binding upon Grantor and Grantee herein, and upon all other persons and parties claiming through Grantor or Grantee, and for the benefit of and limitation upon all future owners of said land and premises.

7. Non-Interference. Grantor covenants and agrees that it shall not interfere or allow other persons to interfere with Grantee's Permitted Uses of the Easement.

8. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor from and against all claims, obligations and liabilities for personal injury, death or property damage occurring on the Easement to the extent that they are legally caused by the fault of Grantee or its affiliates, contractors, representatives, agents, employees or joint users who are using the Easement with Grantee's permission.

9. Governing Law. It is agreed that this Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. Grantee agrees it will comply with all applicable laws, regulations and ordinances in the use of the Easement.

IN WITNESS WHEREOF, each party to this Easement has caused it to be executed on the date both parties have signed this Easement.

Exhibit B

GRANTOR: OWNER

By: _____

Name: _____

Its:

Date: _____

GRANTEE: GCI COMMUNICATION CORP.

By: _____

Name: _____

Its:

Date: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) (state or place of incorporation) corporation, on behalf of the corporation.

[NOTARY SEAL]

Notary Public in and for Alaska
My Commission Expires:

Exhibit B

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by (name of officer or agent, title of officer or agent) of (name of corporation
acknowledging) (state or place of incorporation) corporation, on behalf of the corporation.

[NOTARY SEAL]

Notary Public in and for Alaska
My Commission Expires: _____