



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

AVIGATION EASEMENT
(Corporate/Partial Property/Vacant
Property inside Runway Protection Zone)

**PROJECT NAME: PSG-RUNWAY SAFETY AREA
IMPROVEMENTS**

STATE PROJECT #: SFAPT00073

FEDERAL-AID PROJECT #: AIP 3-02-0219-016-2016

PARCEL #: AE-1

The **GRANTOR, THE CITY AND BOROUGH OF PETERSBURG**, whose mailing address is **P.O. BOX 329, PETERSBURG, ALASKA 99833-0329**, for and in consideration of SEVEN THOUSAND NINE HUNDRED FIFTY and no/100 (\$7,950.00) agrees to convey to the **GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES**, whose mailing address is **P.O. BOX 112506, JUNEAU, ALASKA 99811-2506**, its successors or assignees, who agrees to accept for the benefit of the general public at large, an easement for the free, unobstructed passage of aircraft landing upon, taking off from, or maneuvering about the **James A. Johnson Airport, located in Petersburg, Alaska** (the "**Airport**"), as legally permitted by state and federal statutes, rules and regulations governing aircraft operations, aircraft being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, on or near airports, in and through the air space over and across the following described tract of land located in the State of Alaska:

That portion of Lot Fourteen (14) and that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section Thirty-Five (35), Township Fifty-Eight (58) South, Range Seventy-Nine (79) East, Copper River Meridian, Petersburg Recording District, First Judicial District, State of Alaska

(the "**EASEMENT PROPERTY**") which lies within the Runway Protection Zone right-of-way lines of Alaska Project No. Z683290000, delineated as to said tract of land on the plat attached hereto and made a part hereof as page four (4) of this instrument and designated as Parcel No. AE-1. Said parcel, containing 3.39 Acres, more or less, in addition to existing right-of-way, is hereby conveyed to the State of Alaska, Department of Transportation and Public Facilities for the following purposes:

1. The right of flight for the purpose of aircraft in the airspace above the surface of the real property above described, together with the right to cause such noise, vibrations, fumes, deposits of dust or fuel particles, fear, interference with sleep or communication, and any other effects as may be inherent in the operation of aircraft;
2. The right to prohibit the placement of incompatible objects, activities, and the erection of any structure or object and to require the removal of any object on the property conveyed hereby that would violate the standards established in Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace, and FAA Advisory Circular 150/5300, Airport Design, as amended and as they exist on this date (collectively hereinafter "FAR 77"), and **GRANTEE** reserves the right to enter on the property conveyed hereby and remove, lower, mark, or light any such offending structure, tree, or other object;
3. The right to prohibit any use of the property hereby conveyed which would interfere with landing or taking off of aircraft at the **Airport** or otherwise constitutes an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the **Airport**, impair visibility in the vicinity of the airport, or create bird strike hazards. In the event the aforesaid covenant is breached, the **GRANTEE** reserves the right to enter on the property hereby conveyed and cause the abatement of any such interference, all at the expense of the **GRANTOR**.

This easement shall terminate at such time that the **Airport** is no longer used for airport purposes.

In furtherance of the purpose of this easement, the **GRANTEE** is permitted to:

- (a) Keep the air space above the height standards established in FAR 77 clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above the height standards established in FAR 77;
- (b) Remove to ground level any or all natural growths which extend on the **EASEMENT PROPERTY** above the height standards established in FAR 77 to the extent such action is reasonably necessary in furtherance of the purpose of this easement. Examples of when natural growths will be removed opposed to trimmed include situations in which: (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to become susceptible to disease;
- (c) Remove obstructions from the **EASEMENT PROPERTY** that encroach into the height standards established in FAR 77 upon at least 20 days advance written notice to **GRANTOR** of **GRANTEE's** intent to remove any obstruction, except in cases of imminent danger to health, safety or welfare, when **GRANTEE** shall have the right to immediately remove any obstruction; and
- (d) **GRANTOR** further covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:
 - (1) The **GRANTOR** shall not construct, permit, or suffer upon the **EASEMENT PROPERTY** any structure or trees that extends above the height standards established in FAR 77. Provided, however, that any removal or trimming of trees or other natural growth on the **EASEMENT PROPERTY** shall be conducted by the **GRANTEE** or the **GRANTEE's** agents at the **GRANTEE'S** sole cost.
 - (2) The **GRANTOR** shall not promote any activity on the **EASEMENT PROPERTY** that is incompatible with the purpose of this easement.
 - (3) The **GRANTOR** shall not use the **EASEMENT PROPERTY** for any use that would be incompatible with the operation of the **Airport** including the following: places of public assembly or gathering, landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any use that would be incompatible with the operation of the **Airport**.

These covenants shall run with the **EASEMENT PROPERTY** for the benefit of the **GRANTEE** and its successors and assigns and shall expire upon termination of this easement

Dated this _____ day of _____, 2016

CITY AND BOROUGH OF PETERSBURG

By: _____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
 : ss
FIRST JUDICIAL DISTRICT)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, the _____ for the City and Borough of Petersburg, and known to me to be the person who executed the foregoing instrument, and who acknowledged to me that he or she executed the same as their free and voluntary act and 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 Public in and for the State of Alaska
My Commission Expires: _____

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 ____ day of _____, 2016

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: _____
Joe Buck, P.E.
Chief Right of Way Agent
Southcoast Region

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AS SEEN ON THE WAIVER VALUATION