

**APPENDIX A**

**FAA AND DOT&PF CORRESPONDENCE**

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# Federal Aviation Administration

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## Memorandum

Date: **MAR 07 2018**

To: Carl Lapray, Acting Manager, Technical Operations, Anchorage District,  
AJW-WQ  
*TN FOR CHRIS*

From: Christine Chesak, Manager, Requirements Team, Planning and Requirements  
Group, Service Area Decommissioning Committee Chairperson, Western  
Service Center, AJV-W38

Prepared by: Kevin Frisby, NISC Contract Support, Requirements Specialist, Requirements  
North Team, Planning and Requirements Group, Western Service Center, AJV-  
W38

Subject: Approval of the Discontinuance of the Noatak Non-Directional Beacon and  
Distance Measuring Equipment at Noatak, Alaska

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The Service Area Decommissioning Committee (SADC) has reviewed the request for removal of the Noatak Non-Directional Beacon (OQK NDB) and Distance Measuring Equipment (DME) at Noatak Airport (WTK) near Noatak, Alaska.

A comprehensive study of decommissioning the OQK NDB and DME was accomplished. The Noatak Airport is being relocated and decommissioning will spare the relocation costs of the NDB. The WSA SADC has approved decommissioning. The effective date is To Be Determined upon completion of the airway redesign, Rulemaking, and Safety Risk Management review.

- a. State – Alaska
- b. City – Noatak
- c. Airport – Noatak Airport
- d. Airport Identifier – WTK
- e. Facility – Noatak NDB and DME
- f. Identifier – OQK
- g. Discontinuance Date – TBD

For more information, please contact Jeremy Cook, Requirements Specialist, Requirements North Team, Planning and Requirements Group, SADC Co-Chairperson, Western Service Center, at 425-203-4689.

cc:

WWQ!-FAI (N Alaska Group)  
AJW-W15 (Operations Engineering)  
AJW-3343 (FICO)  
AJV-W2 (Western OSG)  
AJV-W34 (NPI)  
AJV-W43 (FSEP)

WWQ16-ANC (NW Alaska SSC)  
AJV-W3 (PRG)  
AJV-W24 (Western FPT)  
AJW-W2 (Tech Services)  
AJV-W13 (QCG)



# Federal Aviation Administration

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## Memorandum

Date: March 21, 2023

To: Kristi Warden, AAL-600

From: Evelyn Martinez, APP-1 (Acting)

Michael Hines, APP-400

Dave Cushing, APP-500

Prepared by: Benjamin Mello and Kent Duffy, APP-400

Subject: Noatak Airport Replacement Airport Runway Length Justification

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### **Purpose**

The existing Noatak Airport (WTK) needs to be relocated as the current location of the airport sits on the banks of Noatak River, which is experiencing bank erosion due to permafrost thaw<sup>1</sup>. Noatak is not connected by a road system, so its airport provides the sole transportation method for fuel, groceries, and all other commodities for the community. The replacement airport seeks a similar runway length to the existing airport of 4,000 feet, in order to support continued operation of cargo aircraft that deliver vital supplies to the community. The requested runway length exceeds the normal runway length calculated for the critical aircraft of 3200 feet, via application of FAA Order 5100.38 *AIP Handbook*, AC 150/5000-17 *Critical Aircraft and Regular Use*, and AC 150/5325-4B, *Runway Length for Airport Design*. For this reason, a specific determination is required by APP-1 for construction of the requested runway length of 4000 feet using AIP funds, since it exceeds the length of the critical aircraft.<sup>2</sup> AAL RO, APP-400 and APP-500 support this determination.

### **Background**

Noatak is located in the Northwest Arctic Borough with a population of 570 according to the 2020 Census. It is the only settlement on the 400-mile long Noatak River. Climate change is altering the Noatak River by reducing water levels in the summer; this causes permafrost subsistence and erosion year round. Since Noatak is isolated, is only

<sup>1</sup> Climate Change in Noatak, Alaska, ANTHC -- [https://anthc.org/wp-content/uploads/2016/01/CCH\\_AR\\_062011\\_Climate-Change-in-Noatak.pdf](https://anthc.org/wp-content/uploads/2016/01/CCH_AR_062011_Climate-Change-in-Noatak.pdf)

<sup>2</sup> Section 3-11. The Use of Critical Aircraft for Justification.

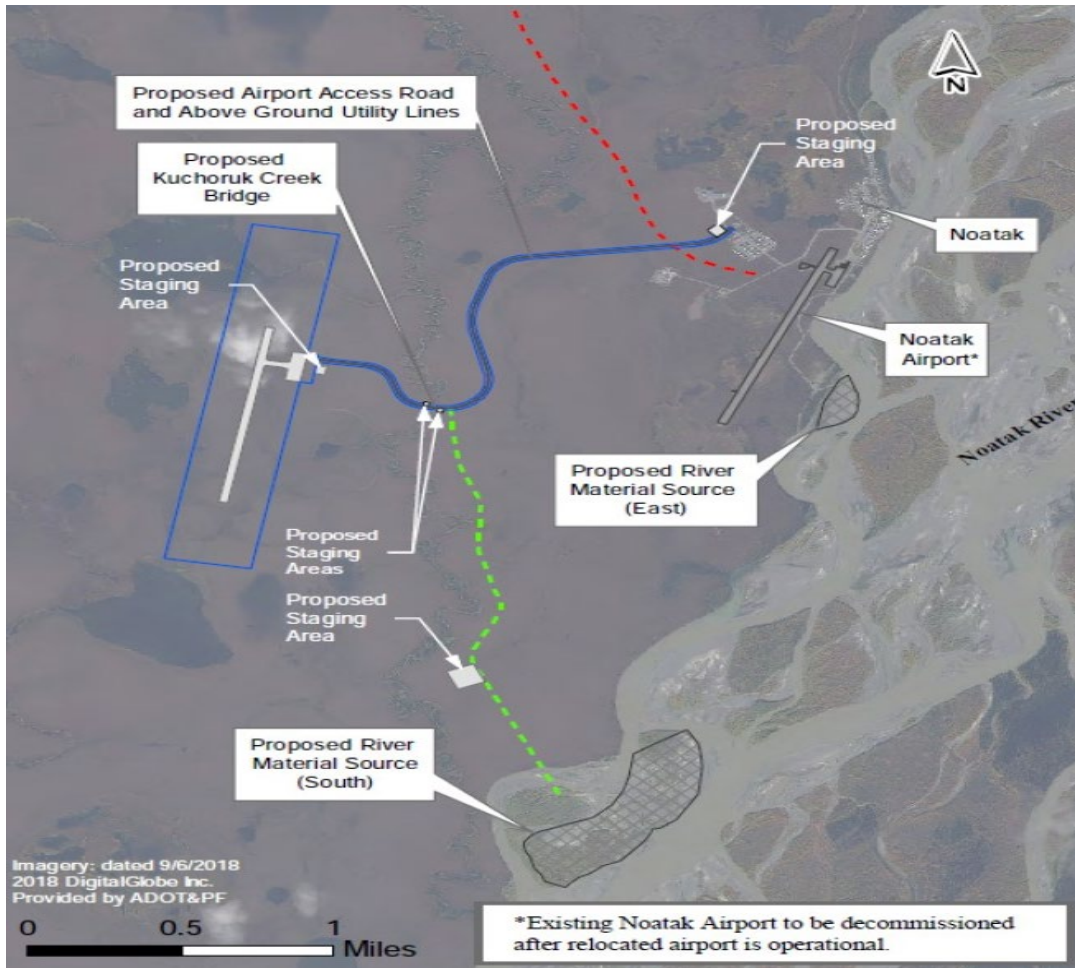
connected to the regional ice road system seasonally, and the river no longer provides barge service due to shallow depths, its airport plays a vital role in providing access to food, fuel, and other commodities for the community.

The existing Noatak Airport (WTK) is classified as a non-hub commercial service airport under NPIAS criteria. WTK is owned and operated by the Alaska Department of Transportation (ADOT). The airport has one gravel runway, Runway 1/19, 3,992' x 60' with Medium Intensity Runway Lightss. RNAV approaches are available to both runway ends. The critical aircraft is a Cessna 208B Grand Caravan (C208), an A-II small turboprop, which provides scheduled service several times a week to/from the village.

The attached documentation from ADOT describes how the airport is vital to the continued existence of the Noatak community.

### **Replacement Airport Runway Length Needs**

As shown on the figure below, the replacement airport (+099) will be constructed approximately 1.5 miles west of the existing airport. It is anticipated that the existing critical aircraft (C208) will continue to be the critical aircraft. Using AC 150/5325-4B, ADOT has calculated a runway length of 2,800' for use by small aircraft. APP-410 calculates a runway length of 1900' for the C208 using the aircraft's flight manual. However, a minimum runway length of 3200-feet is normally needed for RNAV approaches per FAA Order 8260, TERPS. Accordingly, a runway length of 3200-feet would be justified for AIP funding using the typical parameters.



Based on communication between the ADOT, Everts Air Cargo, and Lynden Air Cargo (the cargo operators who service the Noatak village), the operator's preferred minimum runway length is 5,000' for their DC-6 and the C-130 aircraft. Everts Air Cargo delivers most of the community's fuel by DC-6 aircraft. On a fuel delivery day, Everts flies round trips from Kotzebue 50 miles to the south to Noatak, transporting fuel from Kotzebue's bulk fuel facility. Other large freight is often transported by Lynden Air Cargo C-130s. The C-130 is used to transport large and heavy building materials that will not fit in the smaller aircraft. The DC-6 and C-130 aircraft also operate for on-demand cargo and yearly for the seasonal construction of the Ice Road to Kotzebue (AK). Using FAA TFMSC data, the AAL RO indicates there are about 24 annual operations of these aircraft types at WTK.

At WTK, the cargo aircraft are typically landing with significant payload (and then departing with less weight after offloading), and have demonstrated the ability to operate safely on the existing runway of about 4000-feet. ADOT concurs that a runway

length of 4000-feet has historically proven adequate to support the occasional yet vital air services needed to transport cargo to roadless communities. Effectively, construction of a 4000-foot runway at the replacement airport is maintaining the same essential minimum capability that exists at the current airport.

**Determination**

APP concurs that a runway length of 4,000-feet is essential for continuation of vital air cargo service to the community of Noatak at its replacement airport. A shorter runway length would jeopardize the occasional cargo service provided by larger aircraft to transport vital supplies to the community. This would likely result in increased cost of goods and transportation in a location that already is hindered by high cost of living. The additional runway length needed is a modest 800-feet longer than AIP's normal parameters under AC 150/5000-17 and AC 150/5325-4B. AIP participation to construct a 4,000-foot runway is justified to meet the public need.

**Attachments:**

Email from Jonathan Linquist, dated 01/12/23, to submit AAL RO request  
ADOT correspondence on runway length rational at WTK

**CC:**

APP file for WTK and replacement airport  
Lisa Holden, APP-2 (acting)  
Luis Loarte, APP-410

**From:** [Linguist, Jonathan \(FAA\)](#)  
**To:** [Hines, Michael \(FAA\)](#); [Reinhardt, William \(FAA\)](#); [Duffy, Kent \(FAA\)](#)  
**Cc:** [Warden, Kristi \(FAA\)](#); [Clark, Rodney \(FAA\)](#); [Moss, Katrina \(FAA\)](#); [Zettler, Patrick \(FAA\)](#); [Sanchez, David J \(FAA\)](#); [Mamrol, Peter J \(FAA\)](#)  
**Subject:** Request for APP-400 Concurrence - Runway length at Noatak (WTK) Replacement Airport  
**Date:** Thursday, January 12, 2023 11:26:59 AM  
**Attachments:** [Noatak Runway Length.pdf](#)

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Good morning Mike and all,

The Alaska Region requests concurrence from APP-400 on the subject of runway length justification at the Noatak Airport (WTK) in remote northwest Alaska.

Airport relocation is being planned in the near-term at Noatak due to the vulnerabilities of existing airport infrastructure to riverbank erosion [replacement airport approved by APP-1 on 1/31/2008]. As part of the relocated airport planning, the sponsor will be requesting AIP-participation in the construction of a similar-length runway for the new airport as exists at the current airport. This runway length appears to be in excess of that required for the regular-use critical aircraft as evaluated per AC 150-5325-4B *Runway Length Requirements for Airport Design*.

The airport sponsor has presented a compelling argument for the investment in a runway length that's needed to support aircraft with fewer than 500 annual operations. The Alaskan Region Airports Division has received this argument as valid and compelling. As such, the division is seeking concurrence from APP-400 for unique justification of the requested runway length at Noatak. A document containing the information submitted from Alaska DOT&PF (the airport sponsor) is attached to this email. A brief summary of the main points is presented below:

- The existing airport at Noatak is 4,000 feet in length and receives passenger/mail service on close to a daily schedule, a route predominately flown by small category A-II aircraft, which the sponsor has calculated requires a 2,800' runway.
- The Native Village of Noatak is not connected to any road system, and no barge service is available to support the delivery of essential fuel and supplies – leaving air service as the only viable transportation option.
- All fuel and material needed to support the community is currently flown into the existing airport on large cargo aircraft (C-130 and DC-6). These operations are relatively few (estimating an average of 24 per year based on IFR traffic counts between 2002-2022) but are critical to the viability of Noatak.
- These large cargo aircraft typical of regional freight deliveries require longer minimum runway length to operate, and generally do not operate at airports with runway lengths shorter than 4,000 even with weight restrictions.

Construction of a minimum 4000-foot runway at Noatak is justified for AIP participation, as this will allow for the relocated airport to continue to support critical public need that is met by these cargo aircraft operations.

Thanks,



//Signed//  
JONATHAN LINQUIST  
Lead Community Planner  
FAA Alaskan Region Airports Division  
Tel: 907-271-5040

**FAA comment:** Based on AC150/5325, the critical aircraft assumed for Noatak does not appear to justify the construction of a 4,000-foot runway. Provide analysis to support this runway length, or provide documentation on why this runway length would be justified for AIP participation.

**DOT response:**

**The public need at Noatak demonstrates that Federal investment is justified for airport facilities beyond the AIP-defined Critical Aircraft.**

The FAA NPIAS lists Noatak as a commercial service, local non-primary airport. The existing 3992' gravel-surfaced runway serves as the sole transportation method for fuel, groceries, and all other commodities for the community. Noatak is isolated and not connected by a road system to the surrounding communities. Although Noatak is located long a river it has no barge service due to the shallow river depth. The 2020 census indicates 570 people live in Noatak.

Scheduled air service is provided several times a week for mail and passengers using a Cessna 208B Grand Caravan, which meets the threshold for critical aircraft\* by exceeding 500 annual operations (per Advisory Circular 50/5000-17). The Grand Caravan is classified as an A-II small aircraft. Following guidelines of AC 150/5325-4, the recommended runway length for this aircraft is 2,800' (following Figure 2-1, considering "95% of fleet" at a mean daily maximum temperature of approximately 64°F, while not accounting for the gravel surface of the runway).

Noatak has one of the highest costs of living for an Alaskan community, primarily due to the reliance on expensive air transport for all essential goods and services. Disruptions in air service have led to shortages in the past, particularly fuel. Based on reporting by the Washington Post and Anchorage Daily News\*\*, the community's 24,000 gallon fuel tanks ran dry at least twice in 2022. One account indicates a resident traveled by boat 70 miles downstream to Kotzebue to purchase and retrieve a 55-gallon drum of fuel, an undertaking that used upwards of 36 gallons of fuel to complete. The article reported the price of fuel reached \$17.99 per gallon of unleaded gasoline and \$12.99 per gallon of diesel in 2022. Extreme fuel prices and supply disruptions result in reduced food security as traditional subsistence activities are disrupted, possible damage to infrastructure as residents are unable to heat homes, and the threat of becoming unaffordable to live in the community. **Maintaining the level of air service is critical to meeting the public needs.**

In remote Alaskan communities runway length limits the aircraft fleet that can transport cargo. The Alaska aviation industry has developed around "bush" planes to meet the needs of these remote communities, embracing aircraft that are capable of operating on shorter, gravel-surfaced runways. Everts Air Cargo delivers most of the community's fuel by DC-6 aircraft. On a fuel delivery day, Everts flies from Fairbanks to Kotzebue and then flies round trips from Kotzebue to Noatak, transporting fuel from Kotzebue's bulk fuel facility. Other large freight is often transported by Lynden Air Cargo C-130s. The C-130 is used to transport large and heavy building materials that will not fit in the smaller regional aircraft that operate out of Kotzebue. For example, in 2007 the

\* Source: FAA Traffic Flow Management System Counts (TFMSC) for calendar year 2022.

\*\* Press articles: <https://www.washingtonpost.com/nation/2022/09/23/noatak-alaska/> and <https://www.adn.com/alaska-news/rural-alaska/2022/05/18/fuel-in-the-alaska-village-of-noatak-was-16-a-gallon-the-costs-are-more-than-just-money/>

community built a new school building where all the construction materials had to be flown in, which resulted in thirty-five C-130 flights.

A fully loaded DC-6 requires a runway longer than 4000'. According to the August 2021 operation manual for the DC-6, the minimum landing runway length is 4150' for the maximum landing weight with flaps in full down landing position. With flaps in 40 degree landing position the minimum runway length is 5300'. The minimum runway length for max takeoff weight is also 5300'. Airport planning manuals were not available to calculate the runway length of the C-130.

Aircraft already operate at reduced capacity to transport fuel and materials to Noatak. Based on communication with Everts Air Cargo and Lynden Air Cargo, the preferred minimum runway length is 5,000' for the DC-6 and the C-130 aircraft. This preferred runway length is documented in the attached Brush Clearance memo from Lynden Air Cargo. Lynden also requested additional clearing and approach path requirements for the shorter runway length to ensure the safety of their aircraft. The existing Noatak runway length limits the takeoff weight for C-130 aircraft, requiring contractors to either dismantle equipment into smaller/lighter loads or transport items by building an ice road to Kotzebue, during the winter. The preferred minimum 5,000' runway is unavailable at many remote Alaska airports where on-demand air cargo deliveries are still needed. Runway lengths of 4,000-feet represent a compromise, and are found at many airports in Alaska for similar communities that are not connected to the road system, or have limited/no barge access. A runway length of 4,000' has historically proven adequate to support the infrequent, yet critical air services (although still leaving small margins of error for these pilots of larger aircraft).

A shortened runway length would have significant impacts on Noatak, jeopardizing the regional cargo aircraft service currently available to the community. This would cause increased cost of goods and transportation in a location that already is hindered by high cost of living. Therefore, federal investment through the AIP program should allow an exception to the FAA policy of AIP Handbook paragraph 3-11, *The Use of Critical Aircraft for Justification*, at the Noatak Airport. AIP participation for funding the modest runway length in excess of the regular-use aircraft runway length to reinstall a 4,000-foot runway is justified to meet the critical public need.



November 27, 2023

Molly Fierro  
FAA Compliance Manager, Alaska Region  
222 W 7th Ave, 3rd Floor  
Anchorage, AK 99513-7587

Re: Noatak Airport Relocation  
Z614780000  
DOT Release & Reinvestment Request

Dear Molly:

### **General Information**

DOT proposes to acquire control of approximately 323 acres of lands from NANA Regional Corporation in order to relocate the existing airport in Noatak Alaska. NANA Regional Corporation has requested that disposal of the existing airport lands be required as part of any agreement to convey any new land interests to DOT in Noatak. DOT feels that this request is reasonable and benefits FAA, DOT, and the community of Noatak as further explained below.

### **Title Information**

**Tract I-A:** Owned by DOT in fee via Patent 1229347, containing 116.43 acres (Lot 2, USS 3778). Currently includes a requirement for reversion to the United States if the lands "...cease to be used, for public airport purposes..." In addition to the approval of the land disposal, DOT is requesting that FAA use its discretion to waive this reversionary requirement.

**Tracts I-B, I-C & I-D:** Owned by DOT as an easement and restrictive covenant (surface estate) and perpetual subsurface easement and restrictive covenant (subsurface estate) containing a total of 9.60 acres. Both the easement and subsurface easement include requirements for reversion to NANA Regional Corporation "...in the event the land herein described ceases to be used for public airport purposes."

### **Benefits**

The existing Noatak airport is immediately adjacent to the community of Noatak and upon completion of the new airport would represent a significant development opportunity for the community. There is no intention on the part of DOT to maintain any airport services in this location upon completion of the new airport. There are no apparent military uses of the property available.

FAA requires that fair market value be obtained for any disposal of lands as well as the reinvestment of those funds into the existing airport system. Disposal of airport property in rural Alaskan communities has proven to be difficult to accomplish in many cases. These communities frequently do not possess the resources to buy these lands at fair market value, and/or have strong opinions about any requirement to do so, nor are there any other realistic buyers for these lands.

There is effectively nothing like a typical real estate market in rural Alaskan communities for lands which are not known to contain underground resources. Lands in these communities are most commonly exchanged within families or to those directly associated with the local community. The consideration for these exchanges frequently do not represent arm's length transactions and are rarely, if ever, reported publicly in any manner. It is extremely difficult to value rural Alaskan lands because of the lack of market data available for comparison analysis.

Any lands disposed by DOT as part of any agreement to purchase new land interests in rural Alaska represents the best, and potentially only, opportunity that may be available for DOT to obtain full fair market value for them. Additionally, those funds would immediately be reinvested in the airport system by reducing the costs of acquiring the property interests required to construct the new airport.

DOT frequently enters into perpetual lease agreements with local government entities in compliance with FAA "good title" requirements as is expected to be the final result for acquisition of the new Noatak airport property. While these agreements may or may not lack a value within a real estate market, DOT retains the authority to dictate any terms for disposal of the property interest at the time of any proposed disposal by possessing the unilateral ability to determine what constitutes discontinued use.

### **Anticipated DOT Process for Acquisition and Disposal**

1. Obtain approval from FAA to dispose of Noatak Airport Tracts I-A, I-B, I-C & I-D.
2. Perform internal disposal review and receive appropriate approvals.
3. Obtain approval from FAA to waive Section 16 reversionary requirement present in the patent for Tract I-A.
4. Obtain title reports for both the property to be acquired and the property to be disposed.
5. Obtain appraisals for both the property to be acquired and the property to be disposed.
6. Make a fair market value offer to NANA for a fee interest in the new airport lands.
7. Expected counter offer from NANA to include the following conditions;
  - a. NANA conveys the surface estate in the subject lands to a public entity for the purpose of that entity entering into a perpetual lease agreement with DOT in satisfaction of FAA rules regarding "good title".
  - b. DOT agrees to dispose of all of its existing interest in the old airport properties at the time that the new airport becomes operational.
  - c. NANA agrees to reduce the offer amount by the amount of the fair market value appraisal for the properties to be disposed, or other agreed upon amount.
8. Upon first operation of the new airport, as stipulated in the signed agreement, DOT records a commissioner's quitclaim deed finalizing the disposal of the old airport property.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Pistor', with a long horizontal stroke extending to the right.

Daniel Pistor  
Right of Way Agent III

Enclosure

Noatak Tract I-A Patent  
Noatak Tract I-B, I-C & I-D Surface Easement  
Noatak Tract I-B, I-C & I-D Subsurface Easement  
Noatak Property Plan

BOOK 26 PAGE 23  
Noatak - Kobuk Recording District

NOATAK - KOBUK  
Serial No. 62-403

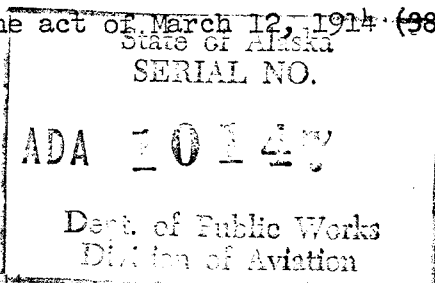
P A T E N T

THE UNITED STATES OF AMERICA, acting through the Secretary of the Interior, pursuant to the authority contained in section 16 of the Federal Airport Act, approved May 13, 1946 (60 Stat. 179; 49 U.S.C. 1115), as amended by section 1402 (b) of the Federal Aviation Act of 1958 (72 Stat. 806), and in conformity with Executive Order No. 10536 of June 9, 1954, hereby gives and grants a patent to the State of Alaska, and to its successors in function, for the following described lands:

Lot 2 of United States Survey Number 3778, Alaska, containing 116.43 acres, according to the official plat of the survey of the lands on file in the Bureau of Land Management, Department of the Interior.

There are excepted from this patent and reserved to the United States all minerals in the lands, together with the right of the United States through its authorized agents, representatives, or lessees at any time to enter upon the lands and prospect for, mine, and remove such minerals, insofar as such right does not interfere with the development, operation, and maintenance of the airport to be constructed upon the lands by the State of Alaska, as determined by the Secretary of the Interior and the Administrator of the Federal Aviation Agency.

TO HAVE AND TO HOLD the lands included in this patent, together with all rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging unto the State of Alaska, and to its successors in function forever; subject, however, to (1) any vested and accrued water rights for mining, agricultural, manufacturing, 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, or decisions of the courts; (2) a right-of-way for ditches or canals constructed under the authority of the United States, as authorized by the act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945); and (3) 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. 301-308).



1229347

The property interest hereby conveyed shall automatically revert to the United States pursuant to section 16 of the Federal Airport Act, in the event that the lands in question are not developed, or cease to be used, for public airport purposes; and a determination by the Administrator of the Federal Aviation Agency, or his successor in function, that the lands have not been developed, or have ceased to be used, for public airport purposes shall be conclusive of such fact.

The State of Alaska does by the acceptance of this patent covenant and agree for itself, and its successors in function, forever, as follows:

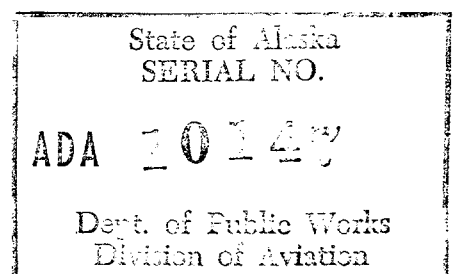
1. The State of Alaska will use the land herein conveyed for airport development.

2. The airport to which such development relates, together with its appurtenant areas, buildings, and facilities, whether or not on the land herein conveyed, will be operated as a public airport upon fair and reasonable terms, without discrimination on the basis of race, color, creed, or national origin, as to airport employment practices, and as to accommodations, services, facilities, and other public uses of said airport.

3. Any subsequent transfer of the property interest conveyed hereby will be made subject to all the covenants, conditions and limitations contained in this instrument.

4. In the event of a breach of any condition or covenant herein imposed, the Administrator of the Federal Aviation Agency, or his successor in function, may immediately enter and possess himself of title to the herein conveyed lands for and on behalf of the United States of America.

5. In the event of a breach of any condition or covenant herein imposed, the State of Alaska, or its successors in function, will, upon demand of the Administrator of the Federal Aviation Agency, or his successor in function, take such action, including the prosecution



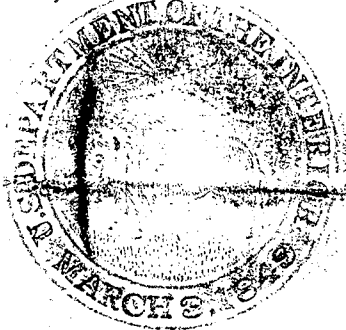


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6.05b-1L  
Fairbanks 022505

of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein-conveyed lands to the United States of America.

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA, by its Secretary of the Interior, has hereunto subscribed its name and affixed the seal of the United States Department of the Interior this 1st day of March, 1962



UNITED STATES OF AMERICA

*Wm. P. Rogers*  
Secretary of the Interior

APPROVED this 24th day of October, 1962

*Ramsey Clark*

Ass't Attorney General, United States of America  
Pursuant to Order No. 273-62 issued by the Attorney General on June 14, 1962 (27 Fed. Reg. 5795; 28 C.F.R. 0.67)

Recorded: Patent No. **1229347**

<b>RECORDED - FILED</b>	
<i>Neotoma-Kabuk</i> REC. DIST.	
DATE	<i>December 1, 1962</i>
TIME	<i>7:05 P.</i>
Requested by	<i>United States of America</i>
Address	<i>Division of Aviation Anchorage, Alaska</i>

State of Alaska
SERIAL NO.
ADA 10117
Dept. of Public Works
Division of Aviation

*Filed & Recorded  
By: Fletcher J. Greig  
Deputy Magistrate & Recorder  
P.O. Box 257  
Ketchikan, Alaska*

EASEMENT AND RESTRICTIVE COVENANT

This indenture is entered into this 14<sup>th</sup> day of February, 1997<sup>4</sup> by and between NANA Regional Corporation, Inc., as successor in interest to Noatak Napaaktukmeut Corporation, an Alaskan Regional Corporation (hereinafter referred to as the GRANTOR), and the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (hereinafter referred to as the GRANTEE). The mailing address of the GRANTEE is 2301 Peger Road, Fairbanks, Alaska 99709-5399. The mailing address of the GRANTOR is 1001 East Benson, Anchorage, Alaska 99508.

In consideration of Five thousand eight hundred and 00/100 dollars DOLLARS (\$ 5,800.00 ) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR, its successors or assigns, does hereby grant, convey and set-over unto the GRANTEE, its successors in function or assigns, for the use and benefit of the public, a perpetual EASEMENT AND RESTRICTIVE COVENANT, appurtenant to the Noatak Airport, for the unobstructed passage of all aircraft by whomsoever owned and operated, in the airspace in, over and upon those certain lands designated as Tract I, Parcels C and D of the Noatak Airport lying and being within Sections 16, 17, 20 and 21, Township 25 North, Range 19 West, Kateel River Meridian located in the Kotzebue Recording District, Second Judicial District at Noatak, Alaska and more particularly described in the Exhibits A and B attached hereto and made a part hereof.

The GRANTEE, its successors and assigns, shall have the right to clear and keep clear the land and property described herein from any and all obstructions and permanent structures. The right to clear and keep clear includes, but is not limited to, the right to cut and remove trees, underbrush, soil, berms, hills, irregularities in the topography, stockpiles and rocks and to demolish or remove buildings or any other structures or obstructions of every description, the right to prohibit use on and remove from the land described herein any installation or object which would create electrical interference with radio communication between the airport and aircraft, and anything which may make it difficult for pilots to distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, or otherwise endanger the landing, taking off or maneuvering of aircraft. The GRANTEE shall have sole authority and discretion to make all decisions to clear and keep clear land and property, and said decisions shall be final, and may not be subject to dispute by the GRANTOR.

The GRANTEE, its successors and assigns shall have the right to install navigational aids on the lands described herein for the safe operations of the Noatak Airport.

Without waving compliance with applicable Federal and State laws and regulations concerning air and water quality, or any rights it may have under applicable law, the GRANTOR covenants that it is aware of the fact that the operations and maintenance of aircraft is inherently noisy, dusty, and frequently accompanied by fumes. These premises considered and understood, the GRANTOR recognizes that such noise, dust and fumes are inherent in the operation of this airport.

The GRANTOR reserves the right of access through the real property described herein.

The GRANTOR, covenants on its own behalf, and for its successors and assigns, that the surface estate of the real property described herein shall not be developed for any purpose other than public access through the property. The location and design of said access must be approved in writing by the GRANTEE prior to any construction. Public access through the property may be relocated by the GRANTEE to meet airport design, safety and security criteria.

The GRANTOR warrants that there are no liens, encumbrances, charges or claims affecting the surface estate of the land conveyed herein which were created by or are a result of any action taken by the GRANTOR. GRANTOR further warrants there are no liens, encumbrances, charges or claims, present or future, affecting the surface estate conveyed herein which pertain to Section 14(c)(1) or 14(c)(2) of the Alaska Native Claims Settlement Act (ANCSA). The GRANTOR makes no further warranties as to the estate subject to this conveyance or other claims arising under ANCSA.

The GRANTEE, its successors or assigns shall have the right of reasonable ingress and egress for the purpose of affecting and maintaining the rights granted in this easement.

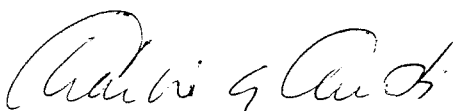
This easement shall run with the land and the GRANTOR will assist the GRANTEE in defending the Easement and Restrictive Covenant granted therein to the GRANTEE, its successors and assigns against the claims of any and all persons regardless of the nature or merits of the claim.

TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns, as a perpetual Easement and Restrictive Covenant, for the uses and purposes set forth herein and for so long as said airport is designated as a public airport. The real property interest hereby conveyed shall revert to the GRANTOR, its successors or assigns in the event the land herein described ceases to be used for public airport purposes. The GRANTOR agreeing that a sole determination by the GRANTEE or its successors in function that the land has ceased to be used for public airport purposes, shall be conclusive of the facts.

FURTHER, that at such a time as it is determined the land is no longer to be used as a public airport the Easement and Restrictive Covenant shall terminate and forfeit and the GRANTEE agrees to execute any documents reasonably necessary to effectuate or perfect the revisionary interest of the GRANTOR, its successor in interest or assigns.

IN WITNESS WHEREOF, the GRANTOR, acting in accordance with the terms and conditions of that certain NANA Regional Corporation Board Resolution No. 94-05, dated the 14<sup>th</sup> day of January, 1994, and by and through its President who has affixed his name and seal hereto, has caused this Easement and Restrictive Covenant to be executed on its behalf on this 14<sup>th</sup> day of January, 1994.

NANA REGIONAL CORPORATION

By: 

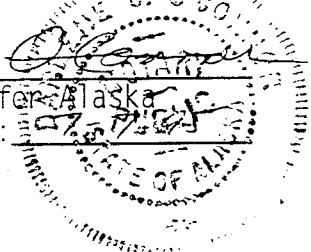
ACKNOWLEDGEMENT

State of Alaska )  
 )ss  
Third Judicial District )

THIS IS TO CERTIFY that on this 14<sup>th</sup> day of January, 1994, before me the undersigned, a Notary Public in and for the State of Alaska, personally appeared Charlie A Curtis, to me known to be the President of NANA REGIONAL CORPORATION, INC., the Native Corporation named in the foregoing instrument, and he acknowledged to me that he had in his official capacities aforesaid executed the foregoing instrument as the free act and deed of the said Corporation for the uses and purposes therein stated.

WITNESS my hand and notarial seal on the day and year in this certificate first above written.

[Signature]  
Notary Public in and for Alaska  
My commission expires: 07/07/95



CERTIFICATE OF ACCEPTANCE

The above described property interest is hereby accepted by the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES for public purposes.

Date: 2/14/94

By: [Signature]  
Regional Chief Right of Way Agent

Project No. 65979

N/C State Business  
Department of Transportation  
and Public Facilities  
2301 Peger Road, MS 2553  
Fairbanks, Alaska 99709-5399

EXHIBIT A  
NOATAK AIRPORT

That certain real property lying and being within Sections 16, 17, 20 and 21, Township 25 North, Range 19 West Kateel River Meridian, Kotzebue Recording District, Second Judicial District, at Noatak, Alaska and more particularly described as follows:

Tract I, Parcel B

COMMENCING at Corner No. 6 of U.S. Survey 3778, a recovered BLM monument, said corner being common to the northwest corner of Lot 4, U.S.S. 3778;

THENCE proceed S 22°14'00" W along said easterly boundary a distance of 719.40 feet to Corner No. 9 of U.S. Survey 3778, a BLM monument of record, said corner being common to the southwest corner of Lot 4, U.S.S. 3778;

THENCE continue S 22°14'00" W, along said boundary, a distance of 297.00 feet to Corner No. 10 of U.S. Survey 3778, a BLM monument of record, and the TRUE POINT OF BEGINNING;

THENCE S 22°14'00" W, a distance of 165.66 feet to a point on the meanders of the ordinary high water line of an unnamed lake;

THENCE proceed southwesterly along the meanders of the ordinary high water line of said unnamed lake, said meander being described by the following predominant courses and distances from the last described point;

S 83°10'10" W a distance of 215.11 feet;  
S 43°47'38" W a distance of 180.89 feet;  
S 88°43'36" W a distance of 187.29 feet;

THENCE departing said meanders N 67°53'19" W a distance of 400.00 feet to a point;

THENCE N 30°38'32" E a distance of 178.52 feet to a point;

THENCE N 22°14'00" E a distance of 337.34 feet to Corner No. 11 of U.S. Survey 3778, a BLM monument of record;

THENCE S 67°46'00" E a distance of 800.14 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 7.82 acres, more or less, and is depicted as Tract I, Parcel B on the Exhibit B attached hereto and made a part hereof.

-AND-

Tract I, Parcel C

COMMENCING at Corner No. 6 of U.S. Survey 3778, a recovered BLM monument, said corner being common to the northwest corner of Lot 4, U.S.S. 3778 and the easterly boundary of Lot 2, U.S.S. 3778;

THENCE proceed S 22°14'00" W along said easterly boundary a distance of 719.40 feet to Corner No. 9 of U.S. Survey 3778, a BLM monument of record, said corner being common to the southwest corner of Lot 4, U.S.S. 3778;

THENCE continue S 22°14'00" W, along said boundary, a distance of 297.00 feet to Corner No. 10 of U.S. Survey 3778, a BLM monument of record;

THENCE S 22°14'00" W, a distance of 165.66 feet to a point on the meanders of the ordinary high water line of an unnamed lake and the TRUE POINT OF BEGINNING;

THENCE continuing S 22°14'00" W a distance of 346.53 feet to a point;

THENCE N 67°53'19" W a distance of 426.25 feet to a point on the ordinary high water line of said unnamed lake;

THENCE proceed along the meanders of the ordinary high water line being described by the following predominant courses and distances from the last described point:

N 83°10'10" E a distance of 215.11 feet;  
N 43°47'38" E a distance of 180.89 feet;  
N 88°43'36" E a distance of 187.29 feet;

to the TRUE POINT OF BEGINNING.

Said parcel contains 1.66 acres, more or less, and is depicted as Tract I, Parcel C on the Exhibit B attached hereto and made a part hereof.

Tract I, Parcels B and C aggregate 9.48 acres, more or less.

EXHIBIT A  
NOATAK AIRPORT

That certain real property lying and being within Sections 16 and 17, Township 25 North, Range 19 West, Kateel River Meridian, Kotzebue Recording District, Second Judicial District at Noatak, Alaska, and more particularly described as follows:

Tract I, Parcel D

COMMENCING at Corner No. 12, U.S. Survey 3778, a recovered BLM monument said corner being common to Corner No. 10, Tract A, U.S. Survey 4486;

THENCE proceed S 22°14'00" W, along the western boundary of Lot 2, U.S. Survey 3778, a distance of 512.57 feet to the TRUE POINT OF BEGINNING;

THENCE continue S 22°14'00" W, along said boundary, a distance of 261.16 feet to a point;

THENCE N 13°34'50" E a distance of 264.08 feet to a point;

THENCE S 67°53'19" E a distance of 39.73 and the TRUE POINT OF BEGINNING.

Said parcel contains 0.12 acres, more or less, and is depicted as Tract I, Parcel D on the Exhibit B attached hereto and made a part hereof.

RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
NANA REGIONAL CORPORATION, INC.  
Resolution 94- 05

WHEREAS, the Alaska Department of Transportation and Public Facilities (DOT/PF) is presently undertaking an airport improvement project in the community of Noatak; and

WHEREAS, the land upon which the approach zones are located is owned by NANA Regional Corporation, Inc.(NANA); and

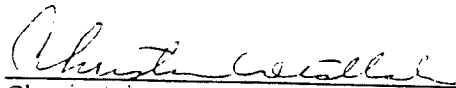
WHEREAS, DOT/PF requires adequate site control documentation in order to be eligible for receipt of federal funding for the airport construction project; and

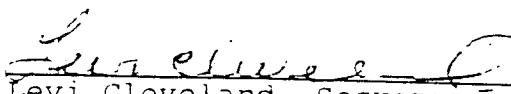
WHEREAS, such site control is acquired by DOT/PF through an Easement and Restrictive Covenant for the surface estate and a Perpetual Subsurface Easement and Restrictive Covenant for the subsurface estate; and

WHEREAS, NANA has executed similar site control documents for other airports in the region; now therefore

BE IT RESOLVED, the President of NANA Regional Corporation is hereby authorized to sign on behalf of NANA the Easement and Restrictive Covenant and a Perpetual Subsurface Easement and Restrictive Covenant for the Noatak airport.

Adopted this 14th day of January, 1994 at a duly called meeting for which a quorum was established held in Kotzebue, Alaska, by a vote of 21 for, -0- against and 2 not voting.

  
Christina Westlake, Chairperson

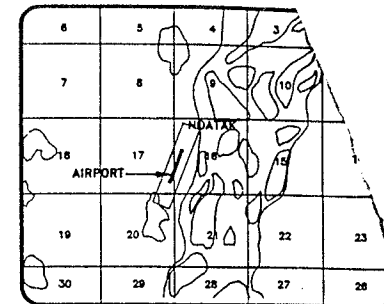
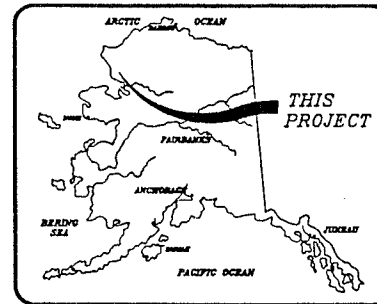
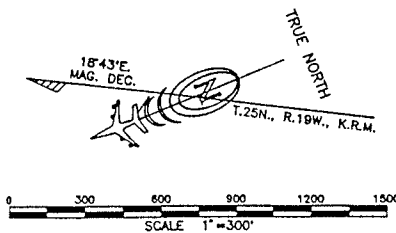
  
Levi Cleveland, Secretary



BOOK 42 PAGE 555  
Kotzebue Recording District

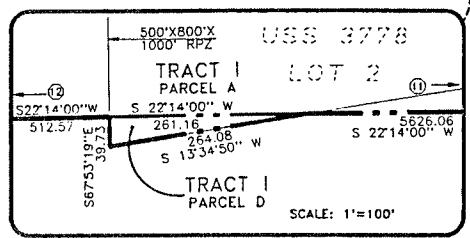
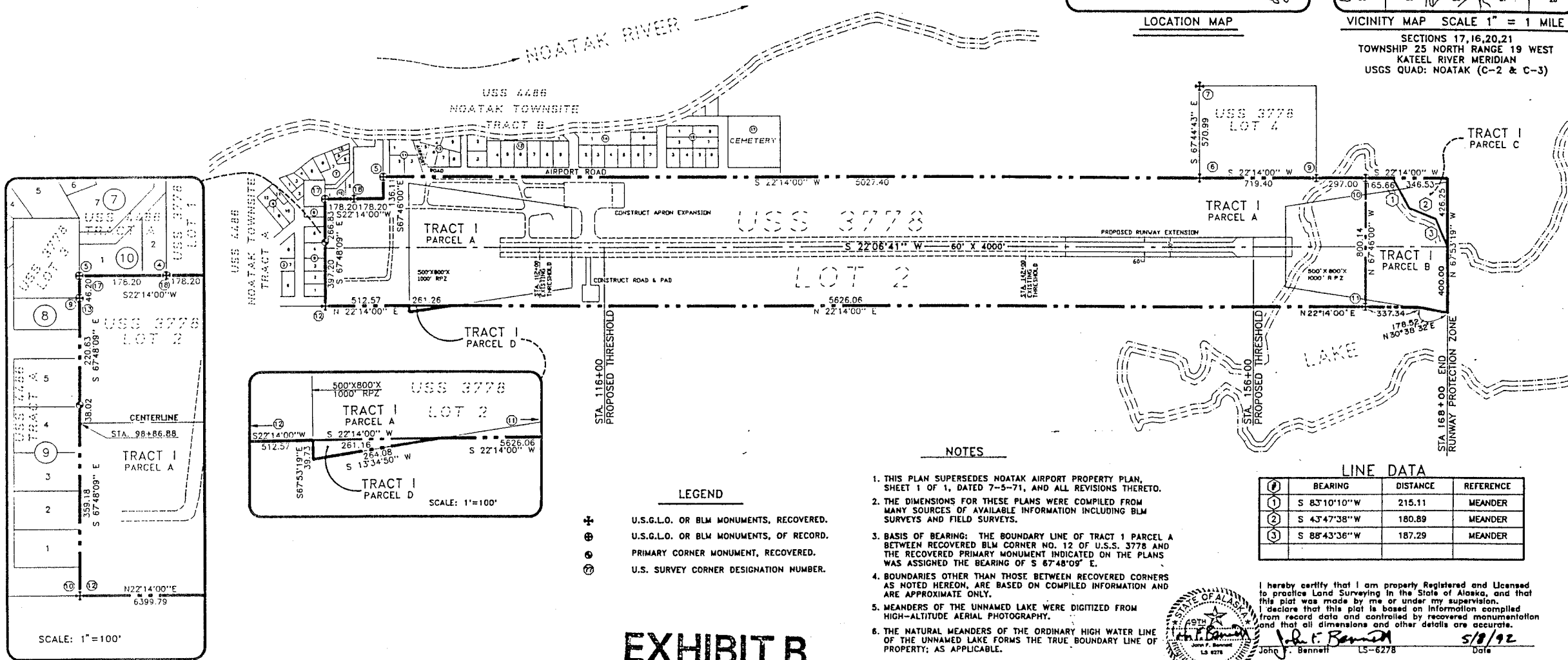
PROPERTY STATUS								
TR	PCL	AREA (acr)	REMAIN	LARGER	GRANTOR	INTEREST	DATE ACQD	FAA PROJ #
1	A	116.45			U.S.A.	PATENT	10/24/62	
1	B	7.82	LARGE	LARGE	*NANA/NANA			
1	C	1.66	LARGE	LARGE	*NANA/NANA			
1	D	0.12	LARGE	LARGE	*NANA/NANA			

\* DENOTES NANA REGIONAL CORPORATION, INC.; SUBSURFACE ESTATE AND NANA REGIONAL CORPORATION, INC., SUCCESSOR IN INTEREST TO NOATAK NAPAATUKMEUT CORPORATION; SURFACE ESTATE.



VICINITY MAP SCALE 1" = 1 MILE

SECTIONS 17, 16, 20, 21  
TOWNSHIP 25 NORTH RANGE 19 WEST  
KATEEL RIVER MERIDIAN  
USGS QUAD: NOATAK (C-2 & C-3)



NOTES

- THIS PLAN SUPERSEDES NOATAK AIRPORT PROPERTY PLAN, SHEET 1 OF 1, DATED 7-5-71, AND ALL REVISIONS THERETO.
- THE DIMENSIONS FOR THESE PLANS WERE COMPILED FROM MANY SOURCES OF AVAILABLE INFORMATION INCLUDING BLM SURVEYS AND FIELD SURVEYS.
- BASIS OF BEARING: THE BOUNDARY LINE OF TRACT I PARCEL A BETWEEN RECOVERED BLM CORNER NO. 12 OF U.S.S. 3778 AND THE RECOVERED PRIMARY MONUMENT INDICATED ON THE PLANS WAS ASSIGNED THE BEARING OF S 67°48'09" E.
- BOUNDARIES OTHER THAN THOSE BETWEEN RECOVERED CORNERS AS NOTED HEREON, ARE BASED ON COMPILED INFORMATION AND ARE APPROXIMATE ONLY.
- MEANDERS OF THE UNNAMED LAKE WERE DIGITIZED FROM HIGH-ALTITUDE AERIAL PHOTOGRAPHY.
- THE NATURAL MEANDERS OF THE ORDINARY HIGH WATER LINE OF THE UNNAMED LAKE FORMS THE TRUE BOUNDARY LINE OF PROPERTY; AS APPLICABLE.

LINE DATA

①	BEARING	DISTANCE	REFERENCE
①	S 83°10'10"W	215.11	MEANDER
②	S 43°47'38"W	180.89	MEANDER
③	S 88°43'36"W	187.29	MEANDER

- LEGEND
- ⊕ U.S.G.L.O. OR BLM MONUMENTS, RECOVERED.
  - ⊙ U.S.G.L.O. OR BLM MONUMENTS, OF RECORD.
  - ⊙ PRIMARY CORNER MONUMENT, RECOVERED.
  - ⊙ U.S. SURVEY CORNER DESIGNATION NUMBER.



I hereby certify that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska, and that this plat was made by me or under my supervision.  
I declare that this plat is based on information compiled from record data and controlled by recovered monumentation and that all dimensions and other details are accurate.

*John F. Bennett*  
John F. Bennett LS-6278 Date 5/8/92

EXHIBIT B

DESIGN	
DRAWN	
CHECK	
BY DATE	LLL 9/28/92
REVISIONS	REVISED TRACT I, PARCEL B

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
NORTHERN REGION-DESIGN AND CONSTRUCTION-AVIATION

APPROVED *Daniel G. Urbach* DATE 5-11-92  
DANIEL G. URBACH, P.E. CHIEF AVIATION DESIGN GROUP

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
NORTHERN REGION-DESIGN AND CONSTRUCTION-AVIATION

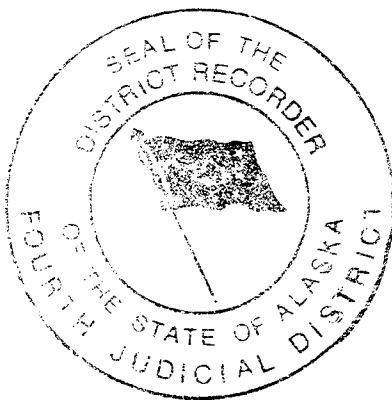
APPROVED *John A. Miller* DATE 5/11/92  
JOHN A. MILLER, P.E. CHIEF RIGHT OF WAY AGENT

NOATAK AIRPORT  
PROPERTY PLAN

SCALE: 1"=300'

SHEET 1 OF 1

AFTER RECORDING HOLD FOR:  
DOT & PF  
RIGHT OF WAY SECTION  
2301 PEGER ROAD, MS 2553  
FAIRBANKS, AK 99709-5316  
ATTN: David M. Sault



United States of America )  
State of Alaska ) ss

THIS IS TO CERTIFY that the foregoing is a full, true and correct copy of the document as it appears in the records and files of my office.

IN THE WITNESS WHEREOF, I have hereunto set my hand and have affixed my official seal at Ft. W. S., Alaska this 14th day of Feb., 19 94.  
District Recorder St. James Blevins  
By: Elizabeth M. Miller

94-607

RECORDED - <del>FEB</del> N10
<u>Kotzebue</u> REG. DIST.
DATE <u>2/14</u> , 19 <u>94</u>
TIME <u>3:50</u> P.M.
Requested by <u>AS/DOT</u>
Address _____

PERPETUAL SUBSURFACE EASEMENT AND RESTRICTIVE COVENANT

THIS SUBSURFACE EASEMENT AND RESTRICTIVE COVENANT ("INSTRUMENT"), dated the 14<sup>th</sup> day of January, 19 94, by and between NANA REGIONAL CORPORATION, INCORPORATED ("GRANTOR"), an Alaska Regional Native Corporation, the address of which is 4706 Harding Drive, Anchorage, Alaska 99517, and STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES ("GRANTEE"), the address of which is 2301 Peger Road, Fairbanks, Alaska 99709-5399,

WITNESSETH:

WHEREAS, GRANTOR is the owner of the subsurface estate of land lying and being within Protracted Sections 16, 17, 20, and 21, Township 25 North, Range 19 West, Kateel River Meridian, located in the Kotzebue Recording District, Second Judicial District at Noatak, Alaska and more particularly described in the Exhibits A and B attached hereto and incorporated herein by reference (these lands are hereinafter referred to as the "Lands").

WHEREAS, the GRANTEE expects to construct improvements to the Noatak Airport and to continue to maintain and operate the Noatak Airport and its related facilities in perpetuity for public purposes; and

WHEREAS, GRANTEE cannot construct improvements, or operate and maintain a public airport and related facilities on the Lands unless GRANTOR grants the rights and agrees to the restrictions set forth herein; and

WHEREAS, GRANTOR is willing to grant the rights and to agree to the restrictions set forth herein in order to allow GRANTEE to construct, operate, and maintain a public airport and related facilities on the Lands in perpetuity;

NOW, THEREFORE, in consideration of the payment of Five thousand eight hundred Dollars (\$5800.00), as a non-refundable sum, the mutual promises of the parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

1. Grant of Easement

GRANTOR hereby grants to GRANTEE and its successors and assigns the following exclusive rights in and to GRANTOR'S subsurface estate in the Lands, to have and to hold such rights unto itself and its successors and assigns in perpetuity:

- (a) The right to enter GRANTOR'S subsurface estate in the Lands, to a depth of no more than 350 feet below current ground level, for the purpose of extracting without payment therefore, all subsurface material for use in constructing, operating, and maintaining an airport and airport facilities;

- (b) The right to construct, install, operate, and maintain, on and within GRANTOR'S subsurface estate in the Lands, to a depth of no more than 350 feet below current ground level, electric power lines and other electric power generating and transmitting facilities, telecommunications lines and other telecommunications facilities, sewer lines and other waste disposal facilities including, without limitation, septic tanks, water supply lines and other water storage and transmitting facilities, fuel tank and supply lines and other fuel storage and transmitting facilities, and other similar facilities, used in connection with the surface uses;
- (c) The right to drill one or more water wells into and through GRANTOR'S subsurface estate in the Lands for the purpose of producing a sufficient and adequate supply of water for use in connection with the surface uses on the Lands;
- (d) The right to excavate, extract, move, redeposit, and use on the Lands, without cost to the GRANTEE or authorization from the GRANTOR, any and all soil, sand, gravel, stone, rock, and similar construction materials constituting a part of GRANTOR'S subsurface estate in the Lands, to a depth of no more than 350 feet below current ground level, on the surface of the Lands and any access roads thereto. Nothing herein shall permit GRANTEE to sell from the Lands for any non-aviation purpose any soil, sand, gravel, stone, rock, or similar construction materials situated therein, thereon, or thereunder.

Prior to exercising any rights granted by paragraph 1(d) above, GRANTEE and its successors and assigns need not take any actions either:

- (1) to determine whether any of the soil, sand, gravel, stone, rock, and similar construction materials referred to in Paragraph 1(d) above contain valuable minerals (including without limitation gold, silver, tin, copper, uranium, and similar precious, non-precious, and fissionable minerals; oil, natural gas, and other liquid and gaseous hydrocarbons; and coal) belonging to GRANTOR or its successors or assigns; or
- (2) to extract said valuable minerals from said soil, sand, gravel, stone, rock and similar construction materials for the benefit of GRANTOR or its successors or assigns.

## 2. Restrictive Covenant

GRANTOR, on behalf of itself and its successors and assigns, hereby agrees not to use or develop, for as long as GRANTEE or its successors or assigns have any rights under Paragraph 1 above, its subsurface estate in the Lands in a manner which interferes with the construction, operation, or maintenance by GRANTEE or its successors or assigns of a public airport and related facilities on the Lands, except as set forth in Paragraphs 3 and 4 below.

## 3. Activities That Do Not Materially Interfere

If GRANTOR desires to enter the Lands for the purpose of exploring for, developing, producing, processing, or marketing valuable minerals in a manner which will

not materially interfere with the construction, operation, maintenance, or future expansion or development by GRANTEE of a public airport and related facilities on the Lands, GRANTOR may do so only after (1) delivering to GRANTEE at least 60 days prior to commencing any activities in, on, or under the Lands a written notice describing the proposed activities, and (2) receiving written permission from GRANTEE to do so. GRANTEE shall use its best efforts to act on each such request for written permission within 30 days after receiving the notice described above. As used herein the term "valuable minerals" includes gold, silver, tin, copper, uranium, and similar precious, non-precious, and fissionable minerals; oil, natural gas, and other liquid and gaseous hydrocarbons, and coal, but excludes gravel, stone, rock and similar construction materials.

GRANTEE may deny GRANTOR written permission to enter the Lands for any of the purposes described above if the proposed activities of GRANTOR will materially interfere with the construction, operation, maintenance, or future airport or airport facility expansion and/or development on the Lands, such permission not to be unreasonably withheld.

If the proposed activities of GRANTOR will materially interfere with the construction, operation, maintenance, or future expansion or development by GRANTEE of a public airport and related facilities on the Lands, then the provisions of Paragraph 4 below shall apply.

Unless GRANTEE is required by law, by the terms of any relevant Federal or State grant, or by the Federal Aviation Administration to require GRANTOR (1) to apply for and obtain a surface permit or surface lease to conduct its proposed activities or (2) to pay any more than nominal application fees, rents, or other consideration for such a permit or lease, GRANTEE shall not require GRANTOR to purchase, lease, or otherwise pay any consideration in order to use or occupy the unimproved surface of any of the lands for any of the purposes described above in a manner which will not materially interfere with the construction, operation, maintenance, or future expansion or development by GRANTEE of a public airport and related facilities on the Lands.

If GRANTOR is required by law, by the terms of any relevant Federal or State grant, or by the Federal Aviation Administration to purchase, lease, or otherwise pay any consideration in order to use or occupy the unimproved surface of any of the Lands, or if GRANTOR desires to use the improved surface of any of the Lands, GRANTOR shall apply for and obtain such surface permits and surface leases as GRANTEE normally requires from other persons desiring to use and occupy the surface of any of the Lands before using or occupying the surface of desired Lands. The terms and conditions contained in any such permits and leases issued to GRANTOR shall be the same as the terms and conditions contained in similar permits and leases to other persons.

4. Activities That Do Materially Interfere

If GRANTOR desires to enter the Lands for the purpose of exploring for, developing, producing, processing, or marketing valuable minerals in a manner which will materially interfere with the construction, operation, maintenance, or future expansion or development by GRANTEE of a public airport and related facilities on the Lands, GRANTOR may do so only after doing the following at its sole cost and expense:

- (a) securing an alternative location for the airport and related facilities situated on the Lands;
- (b) providing GRANTEE with the same property rights in said alternative location as GRANTEE holds in the Lands as of the date of this INSTRUMENT;
- (c) constructing in conformance with FAA criteria a new airport and related facilities of the same class as the airport and related facilities situated on the Lands; and
- (d) relocating to the new airport, prior to the closure of the airport and related facilities situated on the Lands, all owners of improvements to the surface estate of the Lands in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, 42 U.S.C. Sub. 4601 et seq., and the implementing regulations, 49 C.F.R. Part 25, unless GRANTEE allows such activity to occur pursuant to other terms and conditions acceptable to GRANTEE.

As used herein the term "valuable minerals" includes gold, silver, tin, copper, uranium, and similar precious, non-precious, and fissionable mineral; oil, natural gas, and other liquid and gaseous hydrocarbons, and coal, but excludes gravel, stone, rock and similar construction materials.

Upon relocation to other lands pursuant to this Paragraph 4 of the airport and related facilities situated on the Lands, the GRANTEE shall execute, acknowledge, and deliver (1) a quitclaim deed to the Native Village of Noatak for the surface interests held by the GRANTEE and (2) a statutory quitclaim deed to the GRANTOR to all rights granted to GRANTEE by this instrument.

#### 5. Binding Effect

GRANTOR and GRANTEE intend that (1) the rights granted pursuant to Paragraph 1 above shall constitute an easement appurtenant to the surface estate in the Lands, (2) the restrictions set forth in Paragraph 2 above shall constitute a restrictive covenant running with the subsurface estate of the Lands, and (3) the rights granted pursuant to Paragraph 1 above and the restrictions set forth in Paragraph 2 above shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

#### 6. Title Warranty

GRANTOR hereby represents and warrants that it is the owner of the subsurface estate in the Lands as and to the extent conveyed to it by Interim Conveyance No. 850 dated May 21, 1984, free and clear of any liens, encumbrances, charges, or other interests or claims of third parties arising by, through, or under GRANTOR.

#### 7. Right of Reverter

This easement is for a perpetual term and will not be cancelled or terminated unless GRANTEE, its successors or assigns, officially abandons the airport in writing, pursuant to the provisions of the Alaska Statutes or the Alaska Administrative Code. Upon the official abandonment of said airport, the GRANTEE, its successors or assigns, shall deliver to the GRANTOR a Statutory Quitclaim deed to all the rights granted to the GRANTEE by this instrument.



ACKNOWLEDGEMENT

STATE OF ALASKA            )  
  )ss  
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 14<sup>th</sup> day of September, 1994, before me, a Notary Public in and for the State of Alaska, personally appeared John A. Miller to me known and known to me to be the Chief Right of Way Agent for the State of Alaska, Department of Transportation and Public Facilities, Northern Region, named in the foregoing instrument and he acknowledged to me that he had in his official capacity aforesaid, executed the foregoing Instrument on behalf of the State and the said Department for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate above first written.



*Rose Martell-Greenblatt*  
Notary Public in and for Alaska  
My Commission expires: 6/29/96

SCHEDULE A: The Lands

SCHEDULE B: Noatak Airport Property Plan

Project No. 65979

Please record in the Kotzebue Recording District. After recording, please return to Rose Martell-Greenblatt, Right of Way Agent, Department of Transportation and Public Facilities, Right of Way Section, 2301 Peger Road, MS 2553, Fairbanks, Alaska 99709-5399



EXHIBIT A  
NOATAK AIRPORT

That certain real property lying and being within Sections 16, 17, 20 and 21, Township 25 North, Range 19 West Kateel River Meridian, Kotzebue Recording District, Second Judicial District, at Noatak, Alaska and more particularly described as follows:

Tract I, Parcel B

COMMENCING at Corner No. 6 of U.S. Survey 3778, a recovered BLM monument, said corner being common to the northwest corner of Lot 4, U.S.S. 3778;

THENCE proceed S 22°14'00" W along said easterly boundary a distance of 719.40 feet to Corner No. 9 of U.S. Survey 3778, a BLM monument of record, said corner being common to the southwest corner of Lot 4, U.S.S. 3778;

THENCE continue S 22°14'00" W, along said boundary, a distance of 297.00 feet to Corner No. 10 of U.S. Survey 3778, a BLM monument of record, and the TRUE POINT OF BEGINNING;

THENCE S 22°14'00" W, a distance of 165.66 feet to a point on the meanders of the ordinary high water line of an unnamed lake;

THENCE proceed southwesterly along the meanders of the ordinary high water line of said unnamed lake, said meander being described by the following predominant courses and distances from the last described point;

S 83°10'10" W a distance of 215.11 feet;  
S 43°47'38" W a distance of 180.89 feet;  
S 88°43'36" W a distance of 187.29 feet;

THENCE departing said meanders N 67°53'19" W a distance of 400.00 feet to a point;

THENCE N 30°38'32" E a distance of 178.52 feet to a point;

THENCE N 22°14'00" E a distance of 337.34 feet to Corner No. 11 of U.S. Survey 3778, a BLM monument of record;

THENCE S 67°46'00" E a distance of 800.14 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 7.82 acres, more or less, and is depicted as Tract I, Parcel B on the Exhibit B attached hereto and made a part hereof.

-AND-

Tract I, Parcel C

COMMENCING at Corner No. 6 of U.S. Survey 3778, a recovered BLM monument, said corner being common to the northwest corner of Lot 4, U.S.S. 3778 and the easterly boundary of Lot 2, U.S.S. 3778;

THENCE proceed S 22°14'00" W along said easterly boundary a distance of 719.40 feet to Corner No. 9 of U.S. Survey 3778, a BLM monument of record, said corner being common to the southwest corner of Lot 4, U.S.S. 3778;

THENCE continue S 22°14'00" W, along said boundary, a distance of 297.00 feet to Corner No. 10 of U.S. Survey 3778, a BLM monument of record;

THENCE S 22°14'00" W, a distance of 165.66 feet to a point on the meanders of the ordinary high water line of an unnamed lake and the TRUE POINT OF BEGINNING;

THENCE continuing S 22°14'00" W a distance of 346.53 feet to a point;

THENCE N 67°53'19" W a distance of 426.25 feet to a point on the ordinary high water line of said unnamed lake;

THENCE proceed along the meanders of the ordinary high water line being described by the following predominant courses and distances from the last described point:

N 83°10'10" E a distance of 215.11 feet;

N 43°47'38" E a distance of 180.89 feet;

N 88°43'36" E a distance of 187.29 feet;

to the TRUE POINT OF BEGINNING.

Said parcel contains 1.66 acres, more or less, and is depicted as Tract I, Parcel C on the Exhibit B attached hereto and made a part hereof.

Tract I, Parcels B and C aggregate 9.48 acres, more or less.

EXHIBIT A  
NOATAK AIRPORT

That certain real property lying and being within Sections 16 and 17, Township 25 North, Range 19 West, Kateel River Meridian, Kotzebue Recording District, Second Judicial District at Noatak, Alaska, and more particularly described as follows:

Tract I, Parcel D

COMMENCING at Corner No. 12, U.S. Survey 3778, a recovered BLM monument said corner being common to Corner No. 10, Tract A, U.S. Survey 4486;

THENCE proceed S 22°14'00" W, along the western boundary of Lot 2, U.S. Survey 3778, a distance of 512.57 feet to the TRUE POINT OF BEGINNING;

THENCE continue S 22°14'00" W, along said boundary, a distance of 261.16 feet to a point;

THENCE N 13°34'50" E a distance of 264.08 feet to a point;

THENCE S 67°53'19" E a distance of 39.73 and the TRUE POINT OF BEGINNING.

Said parcel contains 0.12 acres, more or less, and is depicted as Tract I, Parcel D on the Exhibit B attached hereto and made a part hereof.

RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
NANA REGIONAL CORPORATION, INC.  
Resolution 94- 05

WHEREAS, the Alaska Department of Transportation and Public Facilities (DOT/PF) is presently undertaking an airport improvement project in the community of Noatak; and

WHEREAS, the land upon which the approach zones are located is owned by NANA Regional Corporation, Inc. (NANA); and

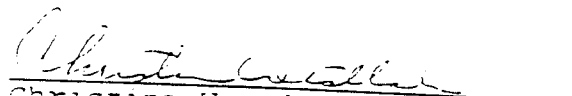
WHEREAS, DOT/PF requires adequate site control documentation in order to be eligible for receipt of federal funding for the airport construction project; and

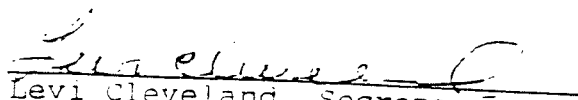
WHEREAS, such site control is acquired by DOT/PF through an Easement and Restrictive Covenant for the surface estate and a Perpetual Subsurface Easement and Restrictive Covenant for the subsurface estate; and

WHEREAS, NANA has executed similar site control documents for other airports in the region; now therefore

BE IT RESOLVED, the President of NANA Regional Corporation is hereby authorized to sign on behalf of NANA the Easement and Restrictive Covenant and a Perpetual Subsurface Easement and Restrictive Covenant for the Noatak airport.

Adopted this 14th day of January, 1994 at a duly called meeting for which a quorum was established held in Kotzebue, Alaska, by a vote of 21 for, -0- against and 2 not voting.

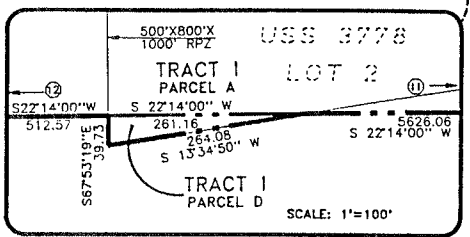
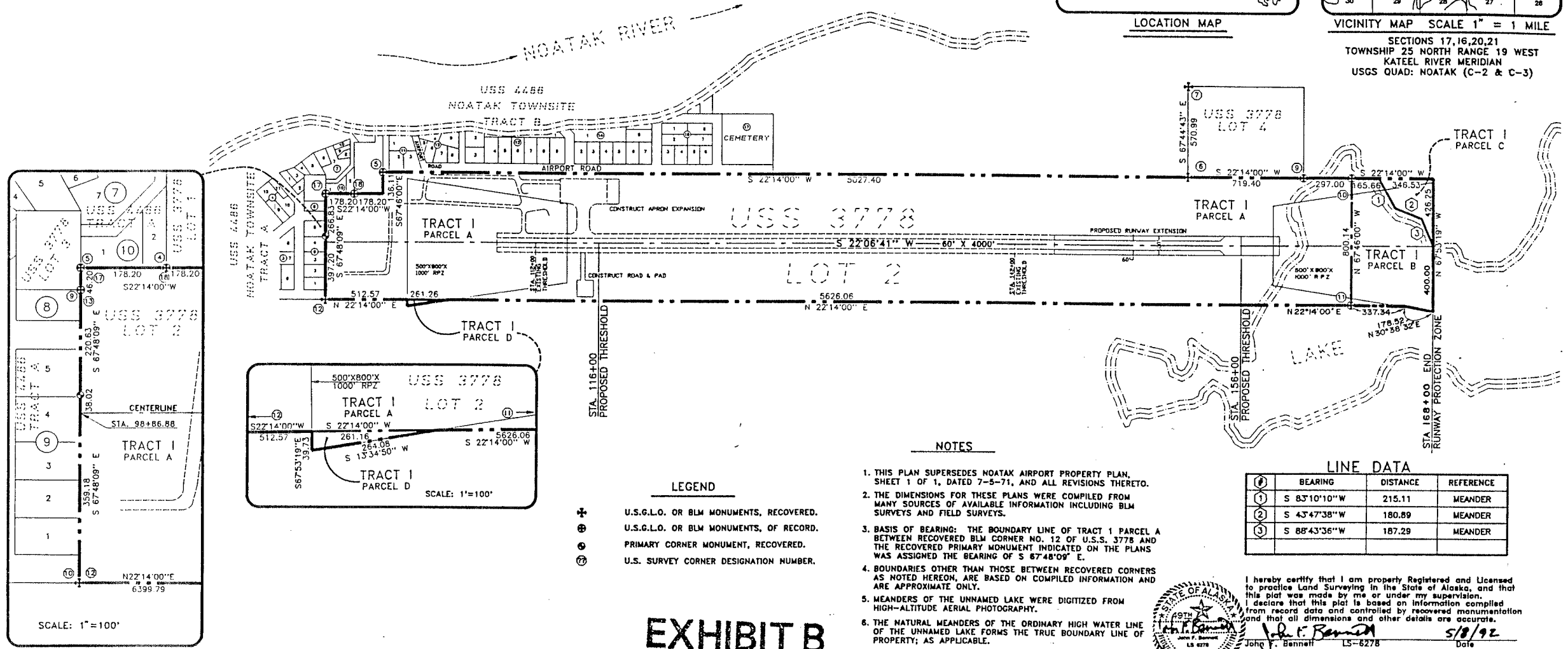
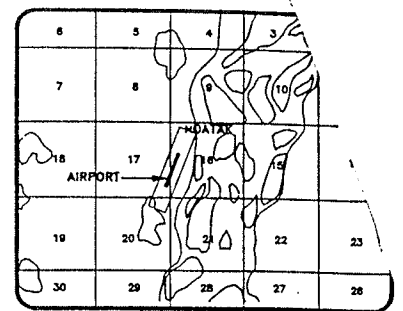
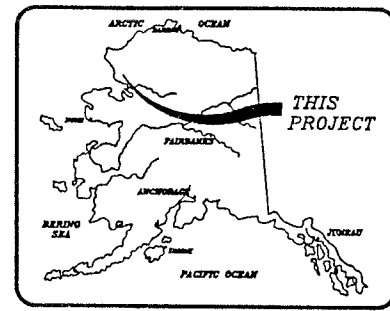
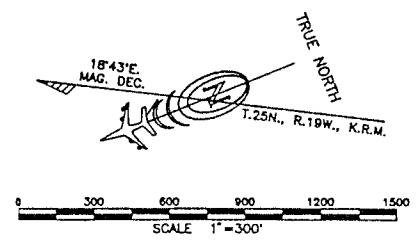
  
Christina Westlake, Chairperson

  
Levi Cleveland, Secretary

BOOK 42 PAGE 546  
Kotzebue Recording District

PROPERTY STATUS								
TR	PCL	AREA (acr)	REMAIN	LARGER	GRANTOR	INTEREST	DATE ACQD	FAA PROJ #
1	A	116.45			U.S.A.	PATENT	10/24/62	
1	B	7.82	LARGE	LARGE	*NANA/NANA			
1	C	1.68	LARGE	LARGE	*NANA/NANA			
1	D	0.12	LARGE	LARGE	*NANA/NANA			

\* DENOTES NANA REGIONAL CORPORATION, INC.; SUBSURFACE ESTATE AND NANA REGIONAL CORPORATION, INC., SUCCESSOR IN INTEREST TO NOATAK NAPAARTUKMEUT CORPORATION; SURFACE ESTATE.



NOTES

- THIS PLAN SUPERSEDES NOATAK AIRPORT PROPERTY PLAN, SHEET 1 OF 1, DATED 7-5-71, AND ALL REVISIONS THERETO.
- THE DIMENSIONS FOR THESE PLANS WERE COMPILED FROM MANY SOURCES OF AVAILABLE INFORMATION INCLUDING BLM SURVEYS AND FIELD SURVEYS.
- BASIS OF BEARING: THE BOUNDARY LINE OF TRACT 1 PARCEL A BETWEEN RECOVERED BLM CORNER NO. 12 OF U.S.S. 3778 AND THE RECOVERED PRIMARY MONUMENT INDICATED ON THE PLANS WAS ASSIGNED THE BEARING OF S 67°48'09" E.
- BOUNDARIES OTHER THAN THOSE BETWEEN RECOVERED CORNERS AS NOTED HEREON, ARE BASED ON COMPILED INFORMATION AND ARE APPROXIMATE ONLY.
- MEANDERS OF THE UNNAMED LAKE WERE DIGITIZED FROM HIGH-ALTITUDE AERIAL PHOTOGRAPHY.
- THE NATURAL MEANDERS OF THE ORDINARY HIGH WATER LINE OF THE UNNAMED LAKE FORMS THE TRUE BOUNDARY LINE OF PROPERTY; AS APPLICABLE.

LINE DATA

①	BEARING	DISTANCE	REFERENCE
①	S 83°10'10" W	215.11	MEANDER
②	S 43°47'38" W	180.89	MEANDER
③	S 85°43'36" W	187.29	MEANDER

- LEGEND
- ⊕ U.S.G.L.O. OR BLM MONUMENTS, RECOVERED.
  - ⊙ U.S.G.L.O. OR BLM MONUMENTS, OF RECORD.
  - ⊙ PRIMARY CORNER MONUMENT, RECOVERED.
  - ⊙ U.S. SURVEY CORNER DESIGNATION NUMBER.



I hereby certify that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska, and that this plat was made by me or under my supervision. I declare that this plat is based on information compiled from record data and controlled by recovered monumentation and that all dimensions and other details are accurate.

John F. Bennett  
John F. Bennett LS-6278  
5/8/92  
Date

EXHIBIT B

DESIGN			
DRAWN			
CHECK			
LLL	9/28/92	REVISED TRACT I, PARCEL B.	
BY	DATE	REVISIONS	

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
NORTHERN REGION-DESIGN AND CONSTRUCTION-AVIATION

APPROVED *Daniel D. Urbach* DATE 5-11-92  
DANIEL D. URBACH, P.E. CHIEF AVIATION DESIGN GROUP

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
NORTHERN REGION-DESIGN AND CONSTRUCTION-AVIATION

APPROVED *J. Miller* DATE 5/11/92  
JOHN A. MILLER, P.E. CHIEF RIGHT OF WAY AGENT

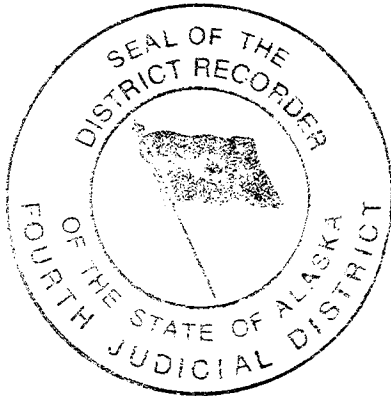
NOATAK AIRPORT  
PROPERTY PLAN

SCALE: 1"=300'

SHEET 1 OF 1

AFTER RECORDING HOLD FOR:  
DOT & PF  
RIGHT OF WAY SECTION  
2301 PEGER ROAD, MS 2553  
FAIRDANKS, AK 99709-5316

ATTN: Rose Martelle Swath



United States of America )  
State of Alaska ) ss

THIS IS TO CERTIFY that the foregoing is a full, true and correct copy of the document as it appears in the records and files of my office.

IN THE WITNESS WHEREOF, I have hereunto set my hand and have affixed my official seal at Fubs, Alaska, this 14th day of Feb., 19 94.  
District Recorder St. James M. Blevins  
WJ: Elizabeth M. Milder

94-6060

RECORDED - FILED N/C
<u>Kotzebue</u> REC. DIST.
DATE <u>2/14</u> , 19 <u>94</u>
TIME <u>3:50</u> P.M.
Requested by <u>AS/DOT</u>
Address _____