



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

ADL 416817

Northern Star (Pogo), LLC.
Private Exclusive Easement

THIS EASEMENT is granted this 24 day of APRIL, 20 20 by the STATE OF ALASKA, acting by and through the **Department of Natural Resources, Division of Mining, Land and Water**, Northern Regional Office, hereinafter referred to as the Grantor, whose address is 3700 Airport Way, Fairbanks, Alaska 99709. **Northern Star (Pogo), LLC**, whose address is PO Box 145, Delta Junction, AK 99737 is hereinafter referred to as the Grantee.

WHEREAS, it is understood and agreed that, as a condition to extend the term and modify the easement width from 125 to 80 feet, this easement shall be used for no purpose other than maintenance and operations of an overhead electrical and communications lines, described as 40 ft each side of centerline labeled as ADL 416817 as shown on Plat # 2011-113, recorded on December 23, 2011 in the Fairbanks Recording District, Alaska, over and across portions of state lands described in Attachment A.

This easement is approximately 226,768.91 feet in total length, with a width of 80 feet and containing approximately 416.5 acres, more or less.

IN accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, the grantor hereby granting a private, non-exclusive easement over and across the above described state land within the Fairbanks Recording District, Alaska.

This easement shall terminate when mining and subsequent reclamation activities associated with the Pogo Mine and subsequent expansions cease, when the Grantor determines that the easement is abandoned, is no longer necessary, is no longer in use for the purpose(s) authorized, or is revoked as a result of violations of the terms, conditions and stipulations of this easement, whichever is first.

The Grantee who may exercise the rights and privileges granted by this document shall comply with all regulations now in effect or as hereafter established by the Division of Mining, Land & Water, all other federal, state or local laws, regulations or ordinances applicable to the area herein granted. In addition, the Grantee shall maintain the premise in a neat and orderly manner and shall adopt and apply such safety measures as shall be necessary, proper and prudent with respect to the use to which the land is subjected.

In the event that the easement granted shall in any manner conflict with or overlap a previously granted easement the Grantor recognizes that the easement granted herein shall be used in such a manner as not to interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way.

The State of Alaska shall be forever wholly absolved from any liability for damages which might result from any claims, suits, loss, liability and expense for injury to or death of persons and damage to or loss of property arising out of or in connection with this easement.

NOW THEREFORE, in accordance with the provisions of AS 38.05.850 and the rules and regulations promulgated thereunder and in accordance with the conditions and stipulations of this easement including all documents that are incorporated by reference, the Grantee is authorized to operate and maintain said easement.

IN WITNESS WHEREOF, the Grantor has signed this easement on the day and year first above written.

[Signature Page Follows]



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
GRANTOR

[Signature] AT Wait
for

Jeanne Proulx, Northern Regional Manager
Division of Mining, Land and Water

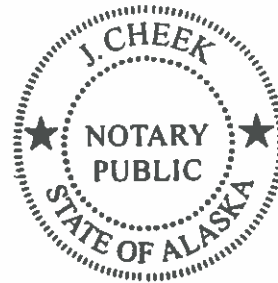
STATE OF ALASKA)
) ss.
4 Judicial District)

THIS IS TO CERTIFY THAT ON THIS 24 day of April, 2020 before me personally appeared *[Signature]* known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

[Signature]

Notary Public in and for the State of Alaska

My Commission expires: *at office*



GRANTEE

Jill Ladegard)
Jillian Ladegard)
Northern Star (Pegs) LLC)

STATE OF ALASKA)
) ss.
4th Judicial District)

THIS IS TO CERTIFY THAT ON THIS 10th day of March, 2020 before me personally appeared Jillian Ladegard, known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

Gloriann Humphrey
Notary Public in and for the State of Alaska

My Commission expires: 14 Nov. 2020

NOTARY PUBLIC
GLORIANN HUMPHREY
STATE OF ALASKA
My Commission Expires Nov. 14, 2020

FEE: THIS IS OFFICIAL STATE BUSINESS, NO CHARGE

RETURN TO: Lands Section, DMLW, DNR
3700 Airport Way
Fairbanks, Alaska 99709



Attachment A – Stipulations

1. **Authorized Officer.** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
 2. **Change of Contact Information.** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
 3. **Valid Existing Rights.** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
 4. **Preference Right.** No preference right for use or conveyance of the land is granted or implied by this authorization.
 5. **Inspections.** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
 6. **Public Access.** Construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
 7. **Public Trust Doctrine.** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
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8. **Alaska Historic Preservation Act.** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
 9. **Compliance with Governmental Requirements.** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to



this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

10. **Incurred Expenses.** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
11. **Waiver of Forbearance.** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
12. **Severability Clause.** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
13. **Concurrent Use.** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.
14. **Indemnification.** Unless specified herein, Grantee assumes all responsibility, risk and liability for all activities of Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees directly or indirectly conducted in connection with this authorization, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this authorization as stated herein. Grantee shall defend, indemnify and hold harmless the State of Alaska, its employees and agents, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the authorization.
15. **Insurance.** Insurance is required during the term of this authorization and is subject to annual review and adjustment by the Department of Natural Resources. The Department may require a reasonable increase based on a change in the Grantee's development plan or with increased risk. The insurance policy or policies must be written by a company or companies on the Division of Insurance's "admitted list" or the "Surplus Lines Insurance list." The broker/agent



must be licensed to do business in the State, and if Surplus Lines Insurance is provided, the broker must have a surplus broker license. Additional information regarding the admitted and Surplus Lines Insurance lists may be obtained from the Division of Insurance (1-907-269-7900). Pursuant to the authorization, the Grantee shall:

- a. Consult, as appropriate, with an insurance professional licensed to transact the business of insurance under Alaska Statute, Title 21, to determine what types and levels of insurance are adequate to protect the Grantee and the Grantor (the State, its officers, agents, and employees) relative to the liability exposures of the Grantee's commercial operations.
- b. Secure or purchase at Grantee's own expense, and maintain in full force at all times during the term of the authorization, adequate insurance policies and coverage levels recommended by an insurance professional, licensed to transact the business of insurance under Alaska Statute, Title 21, and acceptable to the State of Alaska. The State will expect to see, at a minimum, the following types of coverage: Commercial General Liability Insurance: The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Alaska Department of Administration. Workers' Compensation Insurance: the Grantee shall provide and maintain, for all its employees, Workers' Compensation Insurance as required by AS 23.30.045. Where applicable, coverage must comply with any other statutory obligations, whether Federal (i.e. U.S.L. & H or Jones Act) or other state laws in which employees are engaged in work on the authorized premises. The insurance policy must contain a waiver of subrogation clause in favor of the State of Alaska.
- c. Ensure that the State of Alaska, Department of Natural Resources is listed as an additional named insured on all liability policies held by the Grantee that provide coverage for liabilities connected to the operations of the Grantee on or in conjunction with the authorized premises.
- d. Provide proof of insurance to the AO on a yearly basis. The certificate must provide for a 30-day prior notice to the State of Alaska in the event of cancellation, non-renewal, or material change of conditions. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of the authorization and shall be grounds, at the option of the Grantor, for termination of the authorization. Generally, the State of Alaska will rely upon the best professional judgment of the licensed insurance agent and, at renewal, the agent's annual reassessment of the insured's right to require additional coverage if, in its discretion, it determines that it may be warranted. Any changes in the approved authorization development and operations plan, or the existence of significant claims against the liability coverage, would warrant examination of the insurance by the State to determine adequacy.



- c. In the event the Grantee becomes aware of a claim against any of its liability coverage, the Grantee shall notify, and provide documentation and full disclosure of the claim to the AO within 20 days.

- 16. Performance Guaranty.** The requirement for a performance guaranty is waived at this time. The AO reserves the right to require a performance guaranty in the event the Grantee's compliance is less than satisfactory or as a condition of authorizing significant changes in the development plan or operations. If required, such performance guaranty shall remain in effect until released, in writing, by the AO and shall secure performance of the Grantee's obligation hereunder. The amount of the performance guaranty may be adjusted by the AO in the event of approved amendments to this authorization, changes in the development plan, or any change in the activities or operations conducted on the premises.
- 17. Assignment.** This authorization may not be transferred or assigned without the prior written consent of the AO.
- 18. Violations.** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation.
- 19. Removal of Improvements and Site Restoration.** Upon termination of this authorization, whether by abandonment, revocation or any other means, the Grantee shall within 30 days remove all improvements from the area herein granted, except those owned by the State, and the site shall be restored to a condition acceptable to the AO. Should the Grantee fail or refuse to remove said structures or improvements within the time allotted, they shall revert to and become the property of the State; however, the Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area.
- 20. Fuel and Hazardous Substances.** No fuel or hazardous substances may be stored in the authorized area without prior written approval from the AO.
- 21. Extensions.** The AO may approve a written request to extend this authorization if additional time is necessary to meet its requirements. ~~The written request must certify that there have~~ been no changes to the approved development plan and be received at least 30 days before the expiration date of this authorization. Additional fees may be required.
- 22. Notification of Discharge.** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.



If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.sero.spill@alaska.gov, (907) 269-8503; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email sero@alaska.gov, (907) 465-3400. The Grantee shall supply the AO with all incident reports submitted to DEC.

23. **Returned Check Penalty.** A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
24. **Late Payment Penalty Charges.** The Grantee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
25. **Fee.** The Grantee shall pay an annual use fee of fair market land value rent, or \$240 per acre, whichever is greater. The initial annual fee is \$100,080. The use fee is due on or before January 1 of each year without the necessity of any billing by the Division. This fee is subject to adjustment based on changes in DNR's fee regulations at any time, and reappraisal every 5 years. The Grantee may be required to conduct this reappraisal at their own expense.
26. **Request for Information.** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
27. **Waste Disposal.** On-site refuse disposal is prohibited, unless specifically authorized. All waste ~~generated during operation, maintenance, and termination activities under this authorization~~ shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
28. **Destruction of Markers.** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.



29. **Maintenance of Improvements.** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
30. **Amendment or Modification.** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.
31. **Development Plan.** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
32. **Proper Location.** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
33. **Fire Prevention, Protection, and Liability.** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.
34. **Operation of Vehicles.** The grantee must obtain written authorization from the AO for any vehicular travel with the exception of vehicles authorized under Generally Allowed Uses. This authorization may be granted pursuant to this easement upon examination and approval of the specific use request. Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this authorization shall be reported to the AO within 72 hours of occurrence.
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35. **Other Authorizations.** The grant of this Easement does not alleviate the necessity of the Grantee to obtain authorizations required by other agencies for this activity.
36. **Change of Address.** Any change of address must be submitted in writing to the Authorized Officer.



Attachment A

ADL 416817 - PRIVATE UTILITY EASEMENT								
MTR	Section	Title	Status	MTR	Section	Title	Status	
T. 5 S., R. 12 E., F.M.	33	GS 3689	Patent: 50-2007-0133	T. 6 S., R. 13 E., F.M.	1	GS 3706	Patent: 50-2007-0330	
	34	GS 3689	Patent: 50-2007-0133		2	GS 3706	Patent: 50-2007-0330	
					7	GS 3706	Patent: 50-2007-0330	
					8	GS 3706	Patent: 50-2007-0330	
T. 5 S., R. 13 E., F.M.	36	GS 3690	Patent: 50-2007-0141		10	GS 3706	Patent: 50-2007-0330	
					11	GS 3706	Patent: 50-2007-0330	
					15	GS 3706	Patent: 50-2007-0330	
T. 5 S., R. 14 E., F.M.	27	GS 3691	Patent: 50-2007-0427	16	GS 3706	Patent: 50-2007-0330		
	31	GS 3691	Patent: 50-2007-0427	17	GS 3706	Patent: 50-2007-0330		
	32	GS 3691	Patent: 50-2007-0427					
	33	GS 3691	Patent: 50-2007-0427					
	34	GS 3691	Patent: 50-2007-0427					
T. 6 S., R. 10 E., F.M.	36	GS 3703	Patent: 50-2007-0128	T. 6 S., R. 14 E., F.M.	4	GS 3707	Patent: 50-2007-0700	
					5	GS 3707	Patent: 50-2007-0700	
					6	GS 3707	Patent: 50-2007-0700	
T. 6 S., R. 11 E., F.M.	11	GS 3704	Patent: 50-2007-0129					
	12	GS 3704	Patent: 50-2007-0129	T. 7 S., R. 8 E., F.M.	11	GS 1068	Patent: 50-92-0030	
	14	GS 3704	Patent: 50-2007-0129		12	GS 1068	Patent: 50-92-0030	
	15	GS 3704	Patent: 50-2007-0129		14	GS 1068	Patent: 50-92-0030	
	22	GS 3704	Patent: 50-2007-0129		15	GS 1068	Patent: 50-92-0030	
	27	GS 3704	Patent: 50-2007-0129					
	28	GS 3704	Patent: 50-2007-0129					
	29	GS 3704	Patent: 50-2007-0129					
	31	GS 3704	Patent: 50-2007-0129					
	32	GS 3704	Patent: 50-2007-0129					
T. 6 S., R. 12 E., F.M.	1	GS 3705	Patent: 50-2007-0331	T. 7 S., R. 9 E., F.M.	7	GS 1160	Patent: 50-67-0458	
	2	GS 3705	Patent: 50-2007-0331		12	GS 1160	Patent: 50-67-0458	
	3	GS 3705	Patent: 50-2007-0331		13	GS 1160	Patent: 50-67-0458	
	4	GS 3705	Patent: 50-2007-0331		14	GS 1160	Patent: 50-67-0458	
	5	GS 3705	Patent: 50-2007-0331		15	GS 1160	Patent: 50-67-0458	
	7	GS 3705	Patent: 50-2007-0331		16	GS 1160	Patent: 50-67-0458	
	8	GS 3705	Patent: 50-2007-0331		17	GS 1160	Patent: 50-67-0458	
	11	GS 3705	Patent: 50-2007-0331		18	GS 1160	Patent: 50-67-0458	
	12	GS 3705	Patent: 50-2007-0331					
					T. 7 S., R. 10 E., F.M.	1	GS 1133	Patent: 50-67-0461
						2	GS 1133	Patent: 50-67-0461
					3	GS 1133	Patent: 50-67-0461	
					4	GS 1133	Patent: 50-67-0461	
					5	GS 1133	Patent: 50-67-0461	
					7	GS 1133	Patent: 50-67-0461	
					8	GS 1133	Patent: 50-67-0461	



Attachment A

ADL 416809 - PRIVATE ROAD EASEMENT			
MTR	Section	Title	Status
T. 5 S., R. 12 E., F.M.	33	GS 3689	Patent: 50-2007-0133
	34	GS 3689	Patent: 50-2007-0133
T. 5 S., R. 13 E., F.M	36	GS 3690	Patent: 50-2007-0141
T. 5 S., R. 14 E., F.M.	27	GS 3691	Patent: 50-2007-0427
	31	GS 3691	Patent: 50-2007-0427
	32	GS 3691	Patent: 50-2007-0427
	33	GS 3691	Patent: 50-2007-0427
	34	GS 3691	Patent: 50-2007-0427
T. 6 S., R. 11 E., F.M.	12	GS 3704	Patent: 50-2007-0129
	13	GS 3704	Patent: 50-2007-0129
	14	GS 3704	Patent: 50-2007-0129
	15	GS 3704	Patent: 50-2007-0129
	22	GS 3704	Patent: 50-2007-0129
	27	GS 3704	Patent: 50-2007-0129
	28	GS 3704	Patent: 50-2007-0129
T. 6 S., R. 12 E., F.M.	2	GS 3705	Patent: 50-2007-0331
	3	GS 3705	Patent: 50-2007-0331
	4	GS 3705	Patent: 50-2007-0331
	5	GS 3705	Patent: 50-2007-0331
	7	GS 3705	Patent: 50-2007-0331
	8	GS 3705	Patent: 50-2007-0331
	11	GS 3705	Patent: 50-2007-0331
	12	GS 3705	Patent: 50-2007-0331
T. 6 S., R. 13 E., F.M.	1	GS 3706	Patent: 50-2007-0330
	2	GS 3706	Patent: 50-2007-0330
	7	GS 3706	Patent: 50-2007-0330
	8	GS 3706	Patent: 50-2007-0330
	11	GS 3706	Patent: 50-2007-0330
	14	GS 3706	Patent: 50-2007-0330
	15	GS 3706	Patent: 50-2007-0330
	16	GS 3706	Patent: 50-2007-0330
17	GS 3706	Patent: 50-2007-0330	
T. 6 S., R. 14 E., F.M.	4	GS 3707	Patent: 50-2007-0700
	5	GS 3707	Patent: 50-2007-0700

ADL 417247 - PRIVATE ROAD/COM SITE EASEMENT			
MTR	Section	Title	Status
T. 6 S., R. 13 E., F.M.	11	GS 3706	Patent: 50-2007-0330
	12	GS 3706	Patent: 50-2007-0330
	14	GS 3706	Patent: 50-2007-0330

