

WHEN RECORDED RETURN TO:

Hoonah Indian Association  
PO Box 602  
Hoonah, Alaska 99829

**DEED OF EASEMENT**

THIS DEED OF EASEMENT, is made and entered into this 20<sup>th</sup> day of August, 2020 by and between **The Conservation Fund**, whose address is 1655 N. Fort Myer Dr., Ste 1300, Arlington, Virginia 22209, hereinafter referred to as Grantor and the **Hoonah Indian Association**, whose address is PO Box 602, Hoonah, Alaska, 99829, hereinafter referred to as Grantee. Grantor and Grantee are also referred to individually in this Easement as “a Party” and collectively as “the Parties.”

RECITALS:

- A. The Grantor is the sole owner in fee simple of certain real property described as:
- U.S. SURVEY NO. 12189, according to the official Bureau of Land Management Survey thereof, located in the Juneau Recording District, First Judicial District, State of Alaska, the Property.
- B. The Parties understand and acknowledge that Grantor intends to convey the Property to the United States to be managed by the National Park Service as part of Glacier Bay National Park and Preserve (Park), and that upon conveyance, the United States, through the National Park Service, will administer this Easement as Grantor.
- C. The rights granted to the Hoonah Indian Association through this Easement are not transferrable.

**NOW, THEREFORE**, in consideration of the above, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Alaska Grantor hereby voluntarily grants and conveys to Grantee an Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“**Easement**”). This conveyance is made subject to easements, covenants, restrictions, water rights, and other title matters of record as of the Effective Date of this instrument.

Rights conveyed to Grantee by Grantor:

- I. The non-exclusive right to enter upon the parcel for the purpose of facilitating the intergenerational transmission of cultural knowledge through organized cultural camps,

workshops, ceremonies, or other traditional activities including the lawful, customary, and traditional uses of wild, renewable resources (except wildlife) for direct personal or communal consumption as food or clothing, for making handicraft articles out of plants or the non-edible byproducts of fish taken for personal or communal consumption and for customary trade and barter;

2. The right to use timber which is fallen and dead for fuel, tools, and emergency shelter on the parcel;
3. The right to construct and maintain one permanent outhouse with exterior dimensions not to exceed 5 feet by 7 feet, one permanent food cache with exterior dimensions not to exceed 8 feet by 8 feet, four permanent tent platforms with maximum exterior dimensions 12 feet by 12 feet, and one permanent tent platform with maximum exterior dimensions of 18 feet by 24 feet. The right to construct and maintain one temporary smokehouse with exterior dimensions not to exceed 5 feet by 5 feet and one temporary lean-to with exterior dimensions not to exceed 10 feet by 20 feet. Construction specifications and location of the permanent and temporary structures shall be subject to the approval of the Grantor, such approval not to be unreasonably withheld. Structures will be constructed of commercial lumber and limited to one story with the exception of the food cache which may be raised on log supports. The exteriors of the structures, including roofs, will be finished in non-reflective, neutral or earth-tone colors that blend in with the surrounding viewshed so that no reflective surfaces are visible from neighboring park lands or waters.
4. The right to clear a maximum 5-foot perimeter around each structure sufficient for constructions and safe use of structures allowed in section 3 above.
5. The right to construct and maintain foot trails to connect above structures and to connect any such structures with the river, with construction and location subject to the approval of the Grantor, such approval not to be unreasonably withheld.

The right to take fish and plants hereunder shall be governed by the laws of the United States including the right to take fish and plants by the means and manner consistent with traditional harvest by Hoonah Indian Association.

The use rights easement herein does not include or authorize the taking of any wildlife, the taking of wild renewable resources for commercial purposes, or the conduct of commercial activities on the Parcel.

As used herein, the term "Trade and Barter" means the lawful exchange of fish and wildlife or their parts, or for other food or for nonedible items other than money if the exchange is of a limited and noncommercial nature

While engaging in use of the easement, Grantee may use the means of transportation as are permitted to the general public on the adjoining federal lands and waters and any additional means of ground and water transportation permitted or used by Park personnel for transportation

on the Parcel, limited to the same areas and conditions imposed by the Park for official use; provided, however, that the Grantee or his or her delegate may impose such other reasonable restrictions on such means of transportation as may be necessary to protect the natural and other values of the Park.

The use of generators, ATV's, electric bicycles, segways, remote controlled airplanes and unmanned aircraft systems (drones) on the property is prohibited.

In exchange for the above-listed rights, Grantee will submit an annual operating plan to the Grantor by March 30 of each year outlining, at a minimum: 1) anticipated use of property during the year (purpose of use, number and makeup of anticipated participants, intended transportation), and 2) proposed construction or maintenance operations of structures and trails identified in 3 above. Failure to submit an annual operating plan shall result in immediate suspension of Grantee's above-listed rights. The suspension will remain in effect until Grantee submits the required annual operating plan to Grantor.

Grantee agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify Grantor, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of Grantee, its employees, agents or contractors under this use rights easement.

Nothing herein shall be construed as:

1. Affecting the Grantor's authority and responsibility to maintain unimpaired the scenic and environmental integrity of the parcel in its natural state as an integral part of the Park;
2. Conveying any property right in any resource on the parcel apart from the rights herein conveyed;
3. Permitting any consumptive use of living resources inconsistent with the conservation of healthy populations of fish and plants;
4. Preventing the Grantor from closing any portion of the parcel to exercise of the Allowed Uses or prohibiting the taking of a particular population of fish or plants when necessary for reasons of public safety, administration or to assure the continued health and viability of such population; provided however, that the Grantor shall not limit or preclude such uses for purposes of public safety, administration or to assure the continued health and viability of any population unless the Grantor has taken all other reasonable actions necessary to remedy the conditions giving rise to the proposed limitations or prohibitions, including, but not limited to, the termination of all other activities, consumptive and non-consumptive,

on the parcel and the adjoining federal lands and waters that contribute to such conditions;

5. Allowing construction of new trails on the parcel, excepting, however, trails providing access to and between structures allowed under the reservations listed above. Existing trails may be maintained as needed to allow for reasonable pedestrian access;
6. Creating any fiduciary or trust obligation whatsoever on the part of the Grantor with respect to the Grantee for the management of such lands;
7. Affecting the authority of the State of Alaska to regulate or prohibit the taking of fish upon the parcel;
8. Affecting the authority of the United States under provisions of any federal law governing the conservation or protection of fish, wildlife and plants, including, but not limited to, the National Park Service Organic Act (54 U.S.C. §§100101 et seq.), the National Park System General Authorities Act (54 U.S.C. §§100101), the Endangered Species Act of 1973, as amended (16 U.S.C.1531-1534), the Marine Mammal Protection Act of 1972 (86 Stat. 1027; 16 U.S.C. §§ 1361-1407), the Act entitled "An Act for the Protection of the Bald Eagle," approved June 8, 1940 (16 U.S.C. §§703-711), the Federal Aid in Wildlife Restoration Act of 1976 (16 U.S.C. §§ 1801-1882), the Federal Aid in Fish Restoration Act (16 U.S.C. §§777-777k) and any amendments to any one or more of such acts.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the day and year first above written.

[SIGNATURE PAGES FOLLOW]



