

2005-000246-0

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State of Alaska

ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

COMMISSIONER'S QUITCLAIM DEED AND ASSIGNMENT

THE GRANTOR; State of Alaska, Department of Transportation and Public Facilities, 6860 Glacier Highway, Juneau, Alaska, 99801-7999, hereinafter called DOT&PF, for and in consideration of good and other valuable consideration in hand paid, grants, conveys and quitclaims, as authorized by Alaska Statute 19.05.040, to the GRANTEE, the Haines Borough, whose address is Post Office Box 1209, Haines, Alaska 99827 all rights, title and interests which it has, if any, in the following described right of way located in the State of Alaska, to wit:

The right of way for the Porcupine Extension beginning at the south bank of Klehini River and extends southeasterly along the south bank of the Klehini River for eleven miles, as described in the Alaska Omnibus Act from the United States Department of Commerce to the State of Alaska, dated June 30, 1959.

The interests in the above described right of way are hereby conveyed by the State of Alaska, Department of Transportation and Public Facilities subject to:

1. All valid and existing rights.
2. The interests and title granted to the State of Alaska by U.S. Patent 50-65-0019 and U.S. Patent 50-65-0235.

In addition to the conveyance described above, the State hereby assigns all rights, powers, interests and privileges in or arising from the improvements made to Chilkat Lake Road and each and every one of the Utility Permits, Driveway Permits and Encroachment Permits, if any, associated with these roads.

Upon acceptance of this right of way interest by the Haines Borough, the State shall cease maintenance and operation of the Porcupine Road and Chilkat Lake Road, and the Haines Borough shall be responsible for the maintenance and operation of above described roads.

The Grantee shall hold the State, its officers, employees, and agents (collectively, the "State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this Deed and Assignment or relating to the property and facilities being deeded and the obligations being assigned.

- A. Notwithstanding the foregoing, the Grantee shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that:
- (a) To the maximum extent allowed by law, the Grantee shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in design or construction of facilities existing on the premises at the date of this grant, regardless of negligence or other fault, if such liability, claim or cause of action arises out of an incident that occurs more than two years after the Grantee assumes maintenance responsibilities for the facilities.
 - B. The Grantee's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
 - C. Neither liability, claims or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.

Dated this 25 day of May, 2005.

BY:



Gary L. Paxton, Southeast Regional Director



ACKNOWLEDGMENT

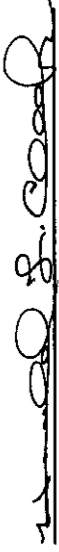
STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

BE IT REMEMBERED THAT on this 25th of May, 2005 before me, the undersigned, a notary public of the State of Alaska, personally appeared Gary L. Paxton Southeast Regional Director of Transportation and Public Facilities, known to me to be the identical person who executed the foregoing instrument and he acknowledged to me that he executed the same for and on the behalf of the State of Alaska, Department of Transportation and Public Facilities, with full authority so to do, and for the uses and purposes therein expressed.


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



State of Alaska
Notary Public
HAROLD L. CLEER
My Commission Expires 3-22-08


Notary Public
My Commission Expires: 3-22-08

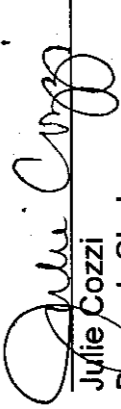
Approved as to form:

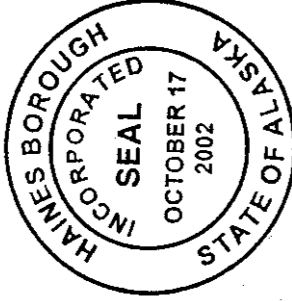

Road Maintenance Service Area
Robert Venables, Borough Manager

The Borough of Haines


Mike Case, Mayor of Haines Borough

Attest:


Julie Cozzi
Borough Clerk



After Recording in the Haines Recording District return to: State of Alaska, DOT&PF,
ROW Property Manager, 6860 Glacier Highway, Juneau, Alaska 99801-7999



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