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2011-012114-0

Recording Dist: 302 - Kenai

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THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.

DO NOT DETACH

EQUITABLE SERVITUDE AND PARTIAL RELEASE
AS 34.17.010 – AS 34.17.060

This Equitable Servitude and Partial Release is made between Gary C. and Judith A. Hinkle, whose address is P.O. Box 322, Soldotna, Alaska 99669, hereinafter "Grantor", and the State of Alaska, whose address is Department of Natural Resources, Division of Mining Land and Water, 550 West 7th Avenue Suite 1050A, Anchorage, Alaska 99501, hereinafter "Grantee", for good and valuable consideration.

WHEREAS, all of the real property referred to herein is located in, and all deeds referred to as recorded are in the **Kenai Recording District**, Third Judicial District, State of Alaska.

WHEREAS, Grantor is the owner of certain real property which is more particularly described as follows:

That Portion of Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at the U.S.G.L.O. 1/4 Section Monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 section line, 1322.1 ft. to the CAW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) hence SO degrees 07'30" E, along the West 1/16 line, 1141.3 ft. to a point on the Easterly edge of the Sterling Highway Right of Way (100 ft. from center line of said highway), and this is also the true point of beginning, continue SO degrees 07'30" along the West 1/16 line, 316.1 ft. to a point on the mean high water mark of the Northerly bank of the Kenai River, thence upstream along the meander line of the mean high water mark of the Kenai River on the following: S73 degrees 17' E, 171.4 ft.; N82 degrees 52' E, 204.2 ft.; N77 degrees 56' E, 166.6 ft.; N65 degrees 16' E, 214.7 ft.; N55 degrees 11' E, 110.2 ft.; N47 degrees 01' E, 139.4 ft. to a point, hence N48 degrees 09' W, 571.9 ft. to a point, hence S41 degrees 51' W, 400.0 ft. to a point, hence N48 degrees 09' W, 150.0 ft. to a point on the Easterly edge of said highway Right of Way, hence S41 degrees 51' W, along said highway ROW line 168.65 ft. to the true point of beginning.

SAVE AND EXCEPTING THEREFROM that portion of Government Lot 5, Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly as follows:

Commencing at the U.S.G.L.O. 1/4 Section monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 Section line, 1322.1 ft. to the CW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) thence SO degrees 07' 30" E along the W 1/16 line of Section 32, 1141.3 ft. to a point of the Easterly



edge of the Sterling Highway Right of Way (100 ft. from the centerline of said highway) the true point of beginning and Corner No. 1 (found property corner stake), Thence N41 degrees 51' E 30.00 ft. along said highway Right of Way to Corner No. 2, Thence S48 degrees 09' E, 100.0 ft. to Corner No. 3, Thence S41 degrees 51' W, 100.00 ft. to Corner No. 4, Thence N48 degrees 09' W, 37.03 ft. to Corner No. 5, the intersection with the West 1/16 line of Section 32, Thence N0 degrees 07' 30" W, 94.16 ft. along said West 1/16 line to the true point of beginning.

WHEREAS the above described real property is also referred to as Tax Parcel 060-261-99 by the Kenai Peninsula Borough, and shall hereinafter be referred to as "Tax Parcel 060-261-99";

WHEREAS, Tax Parcel 060-261-99 was at one time included within the "Site" as described in that certain Consent Decree dated September 21, 2000 in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, case no. 3AN-97-1618 CI;

WHEREAS the above described Consent Decree shall hereinafter be referred to as "the Consent Decree of September 21, 2000";

WHEREAS the Site as defined in the Consent Decree of September 21, 2000 included Tax Parcel 060-261-99, as well as other real property owned by the Grantor;

WHEREAS the Consent Decree of September 21, 2000 encumbered the Site as described in said consent decree, including Tax Parcel 060-261-99 with certain obligations, encumbrances, and servitudes;

WHEREAS notice of the Consent Decree of September 21, 2000 was given by the recording in the records of the Kenai Recording District a "Certificate of Lien for State Expenditures for Oil or Hazardous Substance Spill and Partial Release of Lien under AS 46.08.075", which certificate was recorded on October 5, 2000 at Book 590, Page 988 of the Records of the Kenai Recording District;

WHEREAS, a copy of the Consent Decree of September 21, 2000 was mistakenly not recorded with the above-described certificate; but was recorded as an attachment to that certain "Affidavit Correcting Certificate of Lien for State Expenditures for Oil or Hazardous Substance Spill, and Partial Release of Lien" which Affidavit (plus its attachment) was recorded on October 9, 2000 at Book 591, Page 74 of the records of the Kenai Recording District;

WHEREAS the Superior Court in Action No. 3AN-97-1618 CI on Dec. 12th 2011 approved an amendment to the Consent Decree of September 21, 2000;



WHEREAS the Superior Court in its Consent Decree, as amended, re-defined the Site so as to delete Tax Parcel 060-261-99 from the Site;

WHEREAS the Superior Court in its Consent Decree, as amended, specified that Tax Parcel 060-261-99 would remain subject to certain limited obligations, encumbrances, and servitudes;

NOW THEREFORE, the GRANTOR and GRANTEE agree as follows:

1. Tax Parcel 060-261-99 is hereby released from all obligations, encumbrances, and servitudes arising out of the Consent Decree of September 21, 2000, as amended, except as expressly provided herein, as follows:

(a) Tax Parcel 060-261-99 shall not be released from the financial obligations appearing in Section 4 of the Amended Consent Decree. In particular, Tax Parcel 060-261-99 shall remain subject to the lien described in Section 4.4 of the Consent Decree of September 21, 2000, as amended; that is, until such time as the payment obligations of Section 4 are satisfied, in full.

(b) Tax Parcel 060-261-99 shall be subject to a "Limited Right of Way" giving the Grantee a limited right to cross over Tax Parcel 060-261-99 for the purpose of gaining access to real property adjoining Tax Parcel 060-261-99. The Limited Right of Way shall be recorded in the records of the Kenai Recording District concurrently herewith. Tax Parcel 060-261-99 shall be released from the provisions of said Limited Right of Way in accordance with the release provisions set forth therein.

(c) Tax Parcel 060-261-99 shall be subject to an "Equitable Servitude Prohibiting Certain Water Wells", which shall prohibit water wells in the shallow aquifer underlying Tax Parcel 060-261-99. Said Equitable Servitude Prohibiting Certain Water Wells shall be recorded in the records of the Kenai Recording District concurrently herewith.

(d) Tax Parcel 060-261-99 shall be subject to an "Equitable Servitude Regarding Vapor Mitigation". This equitable servitude may require the Grantor, its successors, and assigns to employ mitigation measures. The Equitable Servitude Regarding Vapor Intrusion Mitigation shall be recorded in the records of the Kenai Recording District concurrently herewith. Tax Parcel 060-261-99 shall be released from the Equitable Servitude Regarding Vapor Intrusion Mitigation in accordance with the release provisions set forth therein.

2. This Instrument is for the benefit of Grantor and Grantee. It conveys to the Grantee, acting through the Alaska Department of Natural Resources Division of Mining Land and Water ("DNR"), and contractors, employees, agents and authorized representatives acting on DNR's behalf (herein, "Agents), the perpetual right to enforce and implement the provisions herein, subject to the express terms of release provided herein and in the right of way and equitable servitudes referred to in Paragraph 1 of this



Instrument. Nothing herein shall be deemed to create in any third party the right to enforce this Instrument or the right of way and equitable servitudes referred to in Paragraph 1 of this Instrument.

3. All real estate, lots, parcels, or portions thereof located within or on Tax Parcel 060-261-99, and any lease, conveyance, or transfer covering or describing any part thereof or interest therein, shall be subject to the provisions herein, and in the right of way and servitudes referred to in Paragraph 1 of this Instrument. By acceptance of such conveyance or transfer, each lessee, transferee or grantee and each of their heirs, successors, transferees or assigns agrees with Grantor and each other to be bound by the provisions herein.

4. The provisions hereof and in the right of way and equitable servitudes referred to in Paragraph 1 of this Instrument shall run with the land in perpetuity and shall be binding upon Grantor, and the Grantor's successors and assigns; except as expressly described in the right of way and equitable servitudes referred to in Paragraph 1 of this Instrument.

5. Grantor hereby covenants to and with Grantee that Grantor is lawfully seized of the fee simple title to Tax Parcel 060-261-99, has good and lawful right and power to sell and convey the same, that the same is free and clear of encumbrances, except as specified herein and as of record, and that Grantor will forever warrant and defend the right of way and equitable servitudes referred to in Paragraph 1 of this Instrument against the claims and demands of all persons.

6. To the maximum extent permitted by law, the provisions herein shall not be subject to waiver or abandonment due to non-enforcement or violation of this instrument or any of the provisions herein on all or any portion of Tax Parcel 060-261-99. No waiver of the breach of any of the provisions herein shall constitute a waiver of a subsequent breach of the same provision or any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Instrument nor for imposing any provision which may be unenforceable.

7. This Instrument may be enforced by Grantor or Grantee in a court of law. The interpretation and performance of this Instrument shall be governed by the laws of Alaska.

8. Upon violation of any of the provisions herein, Grantee may seek any available legal or equitable remedy to enforce this Instrument and the right of way and equitable servitudes referred to in Paragraph 1 of this Instrument, and shall be entitled to recover damages for violations of the provisions herein to the public or to the environment protected herein under applicable federal or state law.

9. Any notice, demand, request, consent, approval, or communication that a party desires or is required to give another shall be in writing and shall either be served



personally or sent by first class mail, postage prepaid, addressed to the other party at the addresses follows:

To Grantor: Gary and Judith Hinkle
P.O. Box 322
Soldotna, AK 99669

To Grantee: State of Alaska
Dept. of Natural Resources
Division of Mining, Land and Water
Realty Services Section

550 West 7th Avenue Suite 1050A
Anchorage, Alaska 99501

With a copy to: Alaska Department of Environmental Conservation
555 Cordova Street
Anchorage, Alaska 99501-2617

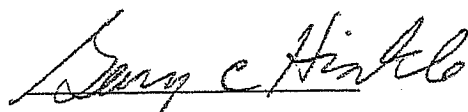
10. The determination that any provision herein, or its application to any person or circumstance, is invalid shall not affect any other provision herein or its application and the other provisions herein shall remain in full force and effect.

11. Any general rule of construction to the contrary notwithstanding, this Instrument shall be construed so as to affect the purpose for which it was granted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this instrument.

IN WITNESS WHEREOF Grantor and Grantee have set their hand on the dates written below. This Equitable Servitude and Release is effective on the date of the last acknowledged signature.

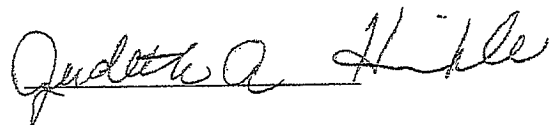
Dated: 8-24-11, 2011

GARY C. HINKLE



Dated: 8-24, 2011

JUDITH A. HINKLE

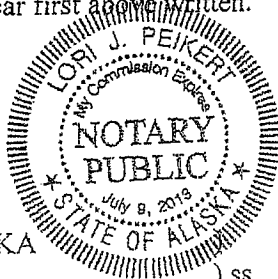


GRANTOR'S ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 8-24, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Gary C. Hinkle, to me known and known to be the person he represented himself to be, and the same identical person who executed the above and foregoing EQUITABLE SERVITUDE AND RELEASE freely and voluntarily for the uses and purposes therein mentioned

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

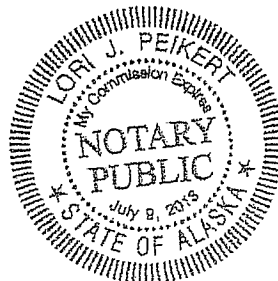


Lori J. Peikert
Notary Public for Alaska
My commission expires: 07-09-2013

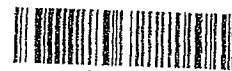
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 8-24, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Judith A. Hinkle, to me known and known to be the person she represented herself to be, and the same identical person who executed the above and foregoing EQUITABLE SERVITUDE AND RELEASE freely and voluntarily for the uses and purposes therein mentioned

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



Lori J. Peikert
Notary Public for Alaska
My commission expires: 07-09-13



ACCEPTANCE

ON BEHALF OF the State of Alaska, pursuant to AS 38.05.035(a)(12), I do hereby accept this Equitable Servitude and Partial Release conveying to the State of Alaska, its successors in administrative function and assigns, the interests in the Property described therein as an Institutional Control, pursuant to 18 AAC 75.375 (as of 1/22/99), to be managed and enforced by the Department of Environmental Conservation or its successor, pursuant to the management right assignment issued as ADL 231233 for the portion of Section 32, Township 5 North, Range 10 West, Seward Meridian described in this Instrument, to protect human health, safety, and welfare, and the environment and to enhance or maintain water quality.

Dated: Dec 19, 2011

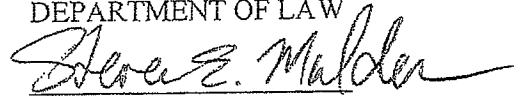
STATE OF ALASKA,
DEPARTMENT OF NATURAL
RESOURCES



Brent W. Goodrum, Director
Division of Mining, Land and Water

Dated: Sept 8, 2011

STATE OF ALASKA,
DEPARTMENT OF LAW



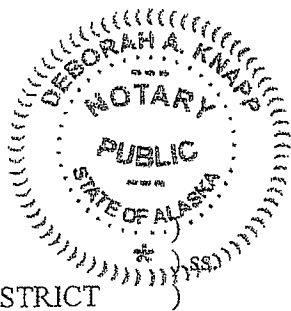
By: Steven Mulder, Assistant
Attorney General

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 12/19, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Brent W. Goodrum, to me known and known to be the Director of the Division of Mining, Land and Water, and he represented to me that he was duly authorized to execute the foregoing **EQUITABLE SERVITUDE AND RELEASE** on behalf of the State of Alaska, Department of Natural Resources, freely and voluntarily for the uses and purposes therein mentioned



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



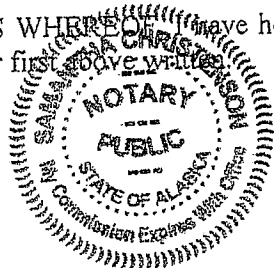
Deborah A. Knapp
Notary Public for Alaska
My commission expires: with office

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on 9/8, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Steven Mulder, to me known and known to be an Assistant Attorney General, and he represented to me that he was duly authorized to execute the foregoing EQUITABLE SERVITUDE AND RELEASE on behalf of the State of Alaska, Department of Law, freely and voluntarily for the uses and purposes therein mentioned

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



Samuel A. Christensen
Notary Public for Alaska
My commission expires: with office

Record in Kenai Recording District

State Business No Charge

Location Index:

T. 5N., R. 10W., S.M. Section 32

Return to:

State of Alaska
Department of Natural Resources
Division of Mining Land & Water/RSS
550 West 7th Suite 1050A
Anchorage, AK 99501



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Recording Dist: 302 - Kenai

12/20/2011 2:04 PM Pages: 1 of 8



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DO NOT DETACH

August 23, 2001

EQUITABLE SERVITUDE PROHIBITING CERTAIN WATER WELLS

This Equitable Servitude Prohibiting Certain Water Wells is made between Gary C. and Judith A. Hinkle, whose address is P.O. Box 322, Soldotna, Alaska 99669, hereinafter "Grantor", and the State of Alaska, whose address is Department of Natural Resources, Division of Mining Land and Water, 550 West 7th Avenue Suite 1050A, Anchorage, Alaska 99501, hereinafter "Grantee". It is made for good and valuable consideration.

WHEREAS, all of the real property referred to herein is located in, and all deeds referred to as recorded are in the **Kenai Recording District**, Third Judicial District, State of Alaska.

WHEREAS, Grantor is the owner of certain real property which is more particularly described as follows:

That Portion of Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at the U.S.G.L.O. 1/4 Section Monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 section line, 1322.1 ft. to the CAW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) hence SO degrees 07'30" E, along the West 1/16 line, 1141.3 ft. to a point on the Easterly edge of the Sterling Highway Right of Way (100 ft. from center line of said highway), and this is also the true point of beginning, continue SO degrees 07'30" along the West 1/16 line, 316.1 ft. to a point on the mean high water mark of the Northerly bank of the Kenai River, thence upstream along the meander line of the mean high water mark of the Kenai River on the following: S73 degrees 17' E, 171.4 ft.; N82 degrees 52' E, 204.2 ft.; N77 degrees 56' E, 166.6 ft.; N65 degrees 16' E, 214.7 ft.; N55 degrees 11' E, 110.2 ft.; N47 degrees 01' E, 139.4 ft. to a point, hence N48 degrees 09' W, 571.9 ft. to a point, hence S41 degrees 51' W, 400.0 ft. to a point, hence N48 degrees 09' W, 150.0 ft. to a point on the Easterly edge of said highway Right of Way, hence S41 degrees 51' W, along said highway ROW line 168.65 ft. to the true point of beginning.

SAVE AND EXCEPTING THEREFROM that portion of Government Lot 5, Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly as follows:

Commencing at the U.S.G.L.O. 1/4 Section monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58'



E, along the center 1/4 Section line, 1322.1 ft. to the CW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) thence SO degrees 07' 30" E along the W 1/16 line of Section 32, 1141.3 ft. to a point of the Easterly edge of the Sterling Highway Right of Way (100 ft. from the centerline of said highway) the true point of beginning and Corner No. 1 (found property corner stake), Thence N41 degrees 51' E 30.00 ft. along said highway Right of Way to Corner No. 2, Thence S48 degrees 09' E, 100.0 ft. to Corner No. 3, Thence S41 degrees 51' W, 100.00 ft. to Corner No. 4, Thence N48 degrees 09' W, 37.03 ft. to Corner No. 5, the intersection with the West 1/16 line of Section 32,, Thence N0 degrees 07' 30" W, 94.16 ft. along said West 1/16 line to the true point of beginning.

WHEREAS the above described real property is also referred to as Tax Parcel 060-261-99 by the Kenai Peninsula Borough, and shall hereinafter be referred to as "Tax Parcel 060-261-99";

WHEREAS, Tax Parcel 060-261-99 was at one time included within the "Site" as described in that certain Consent Decree dated September 21, 2000 in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, case no. 3AN-97-1618 CI;

WHEREAS the Consent Decree of September 21, 2000 has been amended;

WHEREAS the Grantor and Grantee have pursuant to the Amended Consent Decree executed and recorded concurrently herewith an "Equitable Servitude and Release" which makes specific reference in Paragraph 1(c) to an "Equitable Servitude Prohibiting Certain Water Wells";

WHEREAS this Equitable Servitude Prohibiting Certain Water Wells is intended by the parties to constitute and be the equitable servitude referred to in Paragraph 1(c) of the aforesaid Equitable Servitude and Release;

NOW THEREFORE, the GRANTOR and GRANTEE agree as follows:

1. The GRANTOR, for itself, its successors and assigns does hereby agree that the construction of drinking water wells in the shallow unconfined aquifer underlying Tax Parcel 060-261-99 is prohibited. This prohibition shall not apply to the extraction of groundwater associated with temporary dewatering activities related to construction, development, or the installation of sewer or utilities at Tax Parcel 060-261-99.

2. This Instrument is for the benefit of Grantee. It conveys to the Grantee, acting through the Alaska Department of Environmental Conservation the perpetual



right to enforce and implement the provisions herein. Nothing herein shall be deemed to create in any third party the right to enforce this Instrument.

3. All real estate, lots, parcels, or portions thereof located within or on Tax Parcel 060-261-99, and any lease, conveyance, or transfer covering or describing any part thereof or interest therein, shall be subject to the provisions herein. By acceptance of such conveyance or transfer, each lessee, transferee or grantee and each of their heirs, successors, transferees or assigns agrees with Grantor and each other to be bound by the provisions herein.

4. The provisions hereof shall run with the land in perpetuity and shall be binding upon Grantor, and the Grantor's successors and assigns.

5. Grantor hereby covenants to and with Grantee that Grantor is lawfully seized of the fee simple title to Tax Parcel 060-261-99, has good and lawful right and power to sell and convey the same, that the same is free and clear of encumbrances, except as specified herein and as of record, and that Grantor will forever warrant and defend the restriction referred to herein against the claims and demands of all persons.

6. To the maximum extent permitted by law, the provisions herein shall not be subject to waiver or abandonment due to non-enforcement or violation of this instrument or any of the provisions herein on all or any portion of Tax Parcel 060-261-99. No waiver of the breach of any of the provisions herein shall constitute a waiver of a subsequent breach of the same provision or any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Instrument nor for imposing any provision which may be unenforceable.

7. This Instrument may be enforced by Grantee in a court of law. The interpretation and performance of this Instrument shall be governed by the laws of Alaska.

8. Upon violation of any of the provisions herein, Grantee may seek any available legal or equitable remedy to enforce this Instrument and shall be entitled to recover damages for violations of the provisions herein to the public or to the environment protected herein under applicable federal or state law.

9. Any notice, demand, request, consent, approval, or communication that a party desires or is required to give another shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed to the other party at the addresses follows:

To Grantor: Gary and Judith Hinkle
P.O. Box 322
Soldotna, AK 99669



To Grantee: State of Alaska
Dept. of Natural Resources
Division of Mining, Land and Water
Realty Services Section

550 West 7th Suite 1050A
Anchorage, Alaska 99501

With a copy to: Alaska Department of Environmental Conservation
555 Cordova Street
Anchorage, Alaska 99501-2617

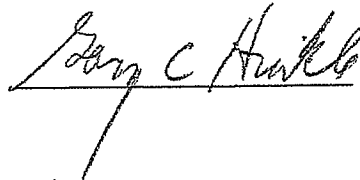
10. The determination that any provision herein, or its application to any person or circumstance, is invalid shall not affect any other provision herein or its application and the other provisions herein shall remain in full force and effect.

11. Any general rule of construction to the contrary notwithstanding, this Instrument shall be construed so as to affect the purpose for which it was granted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this instrument.

IN WITNESS WHEREOF Grantor and Grantee have set their hand on the dates written below. This Equitable Servitude Prohibiting Certain Water Wells is effective on the date of the last acknowledged signature.

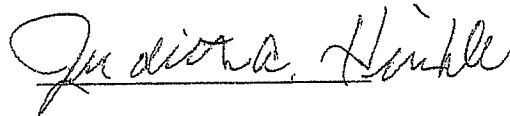
Dated: 8-24, 2011

GARY C. HINKLE



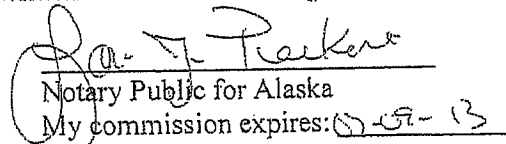
Dated: 8-24, 2011

JUDITH A. HINKLE



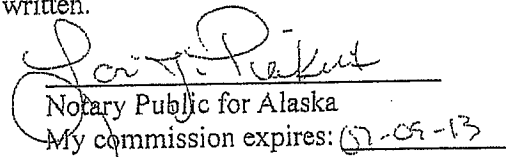
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 11th day and year first above written.



THIRD JUDICIAL DISTRICT)

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



Pursuant to AS 38.05.035(a)(12), to that certain Consent Decree of September 21, 2000, as amended, in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, Case No. 3AN-97-1618 CI; and pursuant to that certain Equitable Servitude and Release which is being recorded

concurrently herewith, the State of Alaska hereby accepts this Equitable Servitude Prohibiting Certain Water Wells which is to be managed by the State of Alaska Department of Environmental Conservation or its successor, pursuant to the management right assignment issued as ADL 231233 for the portion of Section 32, Township 5 North, Range 10 West, Seward Meridian described in this Instrument, to protect human health, safety, and welfare, and the environment and to enhance or maintain water quality.

Dated: DEC 19, 2011

STATE OF ALASKA,
DEPARTMENT OF NATURAL
RESOURCES

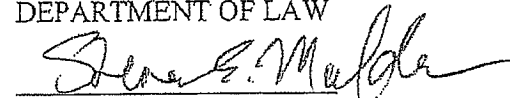


Brent W. Goodrum
Director
Division of Mining, Land and

Water

Dated: Sept 18, 2011

STATE OF ALASKA,
DEPARTMENT OF LAW

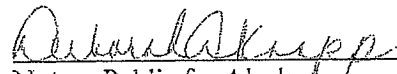
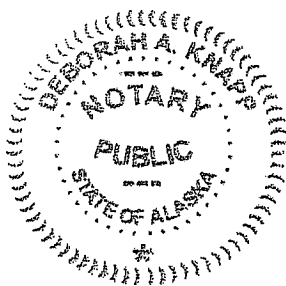


By: Steven Mulder,
Assistant Attorney General

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 12/19, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Brent W. Goodrum, to me known and known to be the Director of the Division of Mining, Land and Water, and he represented to me that he was duly authorized to execute the foregoing Equitable Servitude Prohibiting Certain Water Wells on behalf of the State of Alaska, Department of Natural Resources, freely and voluntarily for the uses and purposes therein mentioned

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



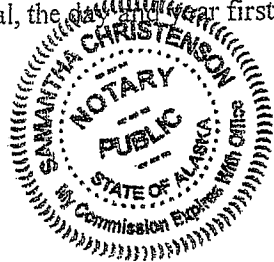
Notary Public for Alaska
My commission expires: with office



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 9/8, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Steven Mulder, to me known and known to be an Assistant Attorney General, and he represented to me that he was duly authorized to execute the foregoing Equitable Servitude Prohibiting Certain Water Wells on behalf of the State of Alaska, Department of Law, freely and voluntarily for the uses and purposes therein mentioned

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



Notary Public for Alaska
My commission expires: WITH OFFICE

Record in Kenai Recording District
State Business No Charge

Location Index:
T. 5N., R. 10W., S.M. Section 32

Return to:

State of Alaska
Department of Natural Resources
Division of Mining Land & Water/RSS
550 West 7th Avenue Suite 1050A
Anchorage, AK 99501



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2011-012116-0

Recording Dist: 302 - Kenai
12/20/2011 2:04 PM Pages: 1 of 8



THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.

DO NOT DETACH

EQUITABLE SERVITUDE REGARDING VAPOR INTRUSION
TESTING AND MITIGATION

This Equitable Servitude Regarding Vapor Intrusion Testing and Mitigation is made between Gary C. and Judith A. Hinkle, whose address is P.O. Box 322, Soldotna, Alaska 99669, hereinafter "Grantor", and the State of Alaska, whose address is Department of Natural Resources, Division of Mining Land and Water, 550 West 7th Avenue, Suite 1050A, Anchorage, Alaska 99501, hereinafter "Grantee" for good and valuable consideration.

WHEREAS, all of the real property referred to herein is located in, and all deeds referred to as recorded are in the **Kenai Recording District**, Third Judicial District, State of Alaska.

WHEREAS, Grantor is the owner of certain real property which is more particularly described as follows:

That Portion of Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at the U.S.G.L.O. 1/4 Section Monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 section line, 1322.1 ft. to the CAW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) hence SO degrees 07'30" E, along the West 1/16 line, 1141.3 ft. to a point on the Easterly edge of the Sterling Highway Right of Way (100 ft. from center line of said highway), and this is also the true point of beginning, continue SO degrees 07'30" along the West 1/16 line, 316.1 ft. to a point on the mean high water mark of the Northerly bank of the Kenai River, thence upstream along the meander line of the mean high water mark of the Kenai River on the following: S73 degrees 17' E, 171.4 ft.; N82 degrees 52' E, 204.2 ft.; N77 degrees 56' E, 166.6 ft.; N65 degrees 16' E, 214.7 ft.; N55 degrees 11' E, 110.2 ft.; N47 degrees 01' E, 139.4 ft. to a point, hence N48 degrees 09' W, 571.9 ft. to a point, hence S41 degrees 51' W, 400.0 ft. to a point, hence N48 degrees 09' W, 150.0 ft. to a point on the Easterly edge of said highway Right of Way, hence S41 degrees 51' W, along said highway ROW line 168.65 ft. to the true point of beginning.

SAVE AND EXCEPTING THEREFROM that portion of Government Lot 5, Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly as follows:

Commencing at the U.S.G.L.O. 1/4 Section monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 Section line, 1322.1 ft. to the CW 1/16 Corner Section 32, (Found



Official Brass Cap survey monument set by C.L.P. 1955) thence SO degrees 07' 30" E along the W 1/16 line of Section 32, 1141.3 ft. to a point of the Easterly edge of the Sterling Highway Right of Way (100 ft. from the centerline of said highway) the true point of beginning and Corner No. 1 (found property corner stake), Thence N41 degrees 51' E 30.00 ft. along said highway Right of Way to Corner No. 2, Thence S48 degrees 09' E, 100.0 ft. to Corner No. 3, Thence S41 degrees 51' W, 100.00 ft. to Corner No. 4, Thence N48 degrees 09' W, 37.03 ft. to Corner No. 5, the intersection with the West 1/16 line of Section 32,, Thence N0 degrees 07' 30" W, 94.16 ft. along said West 1/16 line to the true point of beginning.

WHEREAS the above described real property is also referred to as Tax Parcel 060-261-99 by the Kenai Peninsula Borough, and shall hereinafter be referred to as "Tax Parcel 060-261-99";

WHEREAS, Tax Parcel 060-261-99 was at one time included within the "Site" as described in that certain Consent Decree dated September 21, 2000 in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, case no. 3AN-97-1618 CI;

WHEREAS the Consent Decree of September 21, 2000 has been substantially amended;

WHEREAS the Grantor and Grantee have pursuant to the Consent Decree, as amended, executed and recorded concurrently herewith an "Equitable Servitude and Release" which makes specific reference in Paragraph 1(d) to an "Equitable Servitude Regarding Vapor Intrusion Mitigation";

WHEREAS this Equitable Servitude Regarding Vapor Intrusion Mitigation is intended by the parties to constitute and be the equitable servitude referred to in Paragraph 1(d) of the aforesaid Equitable Servitude and Release;

NOW THEREFORE, the GRANTOR and GRANTEE agree as follows:

1. Before constructing new buildings on this tax parcel, grantor shall conduct appropriate testing for vapor intrusion and if warranted install a vapor intrusion mitigation system that is appropriate to the building design and construction of any buildings on Tax Parcel 060-261-99. Alternatively, Grantor may forgo vapor intrusion testing and proceed to install a vapor intrusion mitigation system that is appropriate to the building design and construction of any buildings on Tax Parcel 060-261-99. These vapor intrusion mitigation systems are discussed in Section VII "Mitigating a Vapor Intrusion Problem" at page 40 of the Grantee's July 2009 Vapor Intrusion Guidance. If the Grantor installs such a vapor intrusion mitigation system, then it will follow any applicable requirements in the July 2009 Guidance document.



2. If future vapor intrusion testing and assessment reveals that there is no unacceptable human health risk to building occupants from vapors, if any, present underneath or near Tax Parcel 060-261-99, then the Grantee shall join with the Grantor in recording a notice stating that this Equitable Servitude Regarding Vapor Intrusion Mitigation is no longer of any force and effect.

3. All real estate, lots, parcels, or portions thereof located within or on Tax Parcel 060-261-99, and any lease, conveyance, or transfer covering or describing any part thereof or interest therein, shall be subject to the provisions herein. By acceptance of such conveyance or transfer, each lessee, transferee or grantee and each of their heirs, successors, transferees or assigns agrees with Grantor and each other to be bound by the provisions herein.

4. The provisions hereof shall run with the land in perpetuity and shall be binding upon Grantor, and the Grantor's successors and assigns.

5. Grantor hereby covenants to and with Grantee that Grantor is lawfully seized of the fee simple title to Tax Parcel 060-261-99, has good and lawful right and power to sell and convey the same, that the same is free and clear of encumbrances, except as specified herein and as of record, and that Grantor will forever warrant and defend the restriction referred to herein against the claims and demands of all persons.

6. To the maximum extent permitted by law, the provisions herein shall not be subject to waiver or abandonment due to non-enforcement or violation of this instrument or any of the provisions herein on all or any portion of Tax Parcel 060-261-99. No waiver of the breach of any of the provisions herein shall constitute a waiver of a subsequent breach of the same provision or any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Instrument nor for imposing any provision which may be unenforceable.

7. This Instrument may be enforced by Grantee in a court of law. The interpretation and performance of this Instrument shall be governed by the laws of Alaska.

8. Upon violation of any of the provisions herein, Grantee may seek any available legal or equitable remedy to enforce this Instrument and shall be entitled to recover damages for violations of the provisions herein to the public or to the environment protected herein under applicable federal or state law.

9. Any notice, demand, request, consent, approval, or communication that a party desires or is required to give another shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed to the other party at the addresses follows:



To Grantor: Gary and Judith Hinkle
P.O. Box 322
Soldotna, AK 99669

To Grantee: State of Alaska
Dept. of Natural Resources
Division of Mining, Land and Water
Realty Services Section

550 West 7th Avenue Suite 1050A
Anchorage, Alaska 99501

With a copy to: Alaska Department of Environmental Conservation
555 Cordova Street
Anchorage, Alaska 99501-2617

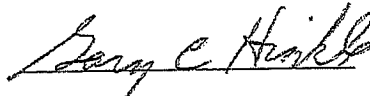
10. The determination that any provision herein, or its application to any person or circumstance, is invalid shall not affect any other provision herein or its application and the other provisions herein shall remain in full force and effect.

11. Any general rule of construction to the contrary notwithstanding, this Instrument shall be construed so as to effect the purpose for which it was granted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this instrument.

IN WITNESS WHEREOF Grantor and Grantee have set their hand on the dates written below. This Equitable Servitude Regarding Vapor Intrusion Mitigation is effective on the date of the last acknowledged signature.

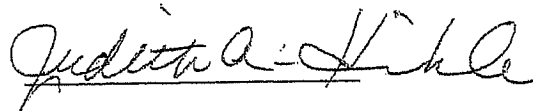
Dated: 8-24, 2011

GARY C. HINKLE



Dated: 8-24, 2011

JUDITH A. HINKLE



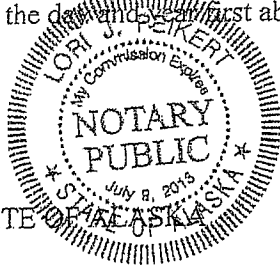
GRANTOR'S ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)



THIS IS TO CERTIFY that on 8-24, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Gary C. Hinkle, to me known and known to be the person he represented himself to be, and the same identical person who executed the above and foregoing Equitable Servitude Regarding Vapor Intrusion Mitigation freely and voluntarily for the uses and purposes therein mentioned

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

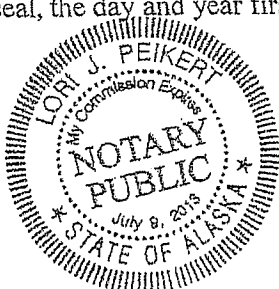


Lori J. Peikert
Notary Public for Alaska
My commission expires: 07-08-13

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 8-24, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Judith A. Hinkle, to me known and known to be the person she represented herself to be, and the same identical person who executed the above and foregoing Equitable Servitude Regarding Vapor Intrusion Mitigation freely and voluntarily for the uses and purposes therein mentioned

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



Lori J. Peikert
Notary Public for Alaska
My commission expires: 07-09-13

ACCEPTANCE

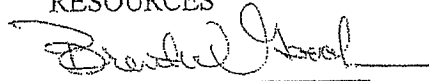
Pursuant to AS 38.05.035(a)(12), that certain Consent Decree of September 21, 2000, as amended, in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, Case No. 3AN-97-1618 CI; and pursuant to that certain Equitable Servitude and Release which is being recorded concurrently herewith, the State of Alaska hereby accepts and agrees to the provisions contained in this Equitable Servitude Regarding Vapor Intrusion Mitigation which is to be managed by the State of Alaska Department of Environmental Conservation or its successor, pursuant to the management right assignment issued as ADL 231233 for the portion of Section 32, Township 5 North, Range 10 West, Seward Meridian described in this Instrument, to



protect human health, safety, and welfare, and the environment and to enhance or maintain water quality.

Dated: DEC 19, 2011

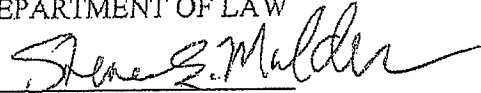
STATE OF ALASKA,
DEPARTMENT OF NATURAL
RESOURCES



Brent W. Goodrum
Director
Division of Mining, Land and Water

Dated: Sept 8, 2011

STATE OF ALASKA,
DEPARTMENT OF LAW

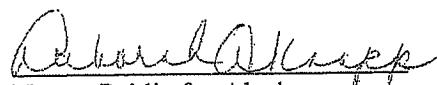


By: Steven Mulder,
Assistant Attorney General

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 12/19, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Brent W. Goodrum, to me known and known to be the Director of the Division of Mining, Land and Water, and he represented to me that he was duly authorized to execute the foregoing Equitable Servitude Regarding Vapor Intrusion Mitigation on behalf of the State of Alaska, Department of Natural Resources, freely and voluntarily for the uses and purposes therein mentioned

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



Notary Public for Alaska

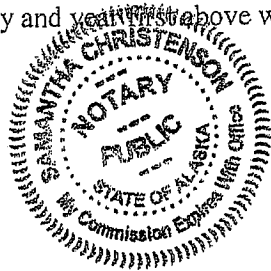
My commission expires: with office



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 9/8, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Steven Mulder, to me known and known to be an Assistant Attorney General, and he represented to me that he was duly authorized to execute the foregoing Equitable Servitude Regarding Vapor Intrusion Mitigation on behalf of the State of Alaska, Department of Law, freely and voluntarily for the uses and purposes therein mentioned

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



Notary Public for Alaska

My commission expires: WTH OFFICE

Record in Kenai Recording District
State Business No Charge

Location Index:
T. 5N., R. 10W., S.M. Section 32

Return to:

State of Alaska
Department of Natural Resources
Division of Mining Land & Water/RSS
550 West 7th Avenue Suite 1050A
Anchorage, AK 99501



CC
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2011-012117-0

Recording Dist: 302 - Kenai

12/20/2011 2:04 PM Pages: 1 of 9



THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.

DO NOT DETACH

RIGHT OF WAY

This Right of Way is made between Gary C. and Judith A. Hinkle, whose address is P.O. Box 322, Soldotna, Alaska 99669, hereinafter "Grantor", and the State of Alaska, whose address is Department of Natural Resources, Division of Mining Land and Water, 550 West 7th Avenue Suite 1050A, Anchorage, Alaska 99501, hereinafter "Grantee" for good and valuable consideration.

WHEREAS, all of the real property referred to herein is located in, and all deeds referred to as recorded are in the **Kenai Recording District**, Third Judicial District, State of Alaska.

WHEREAS, Grantor is the owner of certain real property which is more particularly described as follows:

That Portion of Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at the U.S.G.L.O. 1/4 Section Monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 section line, 1322.1 ft. to the CAW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) hence SO degrees 07'30" E, along the West 1/16 line, 1141.3 ft. to a point on the Easterly edge of the Sterling Highway Right of Way (100 ft. from center line of said highway), and this is also the true point of beginning, continue SO degrees 07'30" along the West 1/16 line, 316.1 ft. to a point on the mean high water mark of the Northerly bank of the Kenai River, thence upstream along the meander line of the mean high water mark of the Kenai River on the following: S73 degrees 17' E, 171.4 ft.; N82 degrees 52' E, 204.2 ft.; N77 degrees 56' E, 166.6 ft.; N65 degrees 16' E, 214.7 ft.; N55 degrees 11' E, 110.2 ft.; N47 degrees 01' E, 139.4 ft. to a point, hence N48 degrees 09' W, 571.9 ft. to a point, hence S41 degrees 51' W, 400.0 ft. to a point, hence N48 degrees 09' W, 150.0 ft. to a point on the Easterly edge of said highway Right of Way, hence S41 degrees 51' W, along said highway ROW line 168.65 ft. to the true point of beginning.

SAVE AND EXCEPTING THEREFROM that portion of Government Lot 5, Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly as follows:

Commencing at the U.S.G.L.O. 1/4 Section monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 Section line, 1322.1 ft. to the CW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) thence SO degrees 07' 30" E along the W 1/16 line of Section 32, 1141.3 ft. to a point of the Easterly edge of the Sterling Highway Right of Way (100 ft. from the centerline of said highway) the true point of beginning and Corner No. 1 (found property corner stake), Thence N41 degrees 51' E



30.00 ft. along said highway Right of Way to Corner No. 2, Thence S48 degrees 09' E, 100.0 ft. to Corner No. 3, Thence S41 degrees 51' W, 100.00 ft. to Corner No. 4, Thence N48 degrees 09' W, 37.03 ft. to Corner No. 5, the intersection with the West 1/16 line of Section 32,, Thence N0 degrees 07' 30" W, 94.16 ft. along said West 1/16 line to the true point of beginning.

WHEREAS the above described real property is also referred to as Tax Parcel 060-261-99 by the Kenai Peninsula Borough, and shall hereinafter be referred to as "Tax Parcel 060-261-99";

WHEREAS GRANTOR is the owner of two lots adjoining Tax Parcel 060-261-99. One of these two lots is more particularly described as follows:

All of the portion of U.S. Government Lot Six (6), Section 32, Township 5 North, Range 10 West, Seward Meridian, lying East of the Easterly Right of Way line of the Sterling Highway, per the deed recorded at book 80, page 478 of the Kenai Recording District.

The foregoing lot is also referred to as Tax Parcel 060-260-01 by the Kenai Peninsula Borough, and shall hereinafter be referred to as Tax Parcel 060-260-01:

The second of these two lots is more particularly described as follows:

That portion of Government Lot 5, Section 32, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, more particularly as follows:

Commencing at the U.S.G.L.O. 1/4 Section monument common to Sections 31 and 32, T5N, R10W, Seward Meridian, Alaska, proceed N89 degrees 58' E, along the center 1/4 Section line, 1322.1 ft. to the CW 1/16 Corner Section 32, (Found Official Brass Cap survey monument set by C.L.P. 1955) thence SO degrees 07' 30" E along the W 1/16 line of Section 32, 1141.3 ft. to a point of the Easterly edge of the Sterling Highway Right of Way (100 ft. from the centerline of said highway) the true point of beginning and Corner No. 1 (found property corner stake), Thence N41 degrees 51' E 30.00 ft. along said highway Right of Way to Corner No. 2, Thence S48 degrees 09' E, 100.0 ft. to Corner No. 3, Thence S41 degrees 51' W, 100.00 ft. to Corner No. 4, Thence N48 degrees 09' W, 37.03 ft. to Corner No. 5, the intersection with the West 1/16 line of Section 32, Thence N0 degrees 07' 30" W, 94.16 ft. along said West 1/16 line to the true point of beginning.

The foregoing lot is also referred to as Tax Parcel 060-260-02 by the Kenai Peninsula Borough, and shall hereinafter be referred to as Tax Parcel 060-260-02;

WHEREAS, Tax Parcel 060-261-99, Tax Parcel 060-260-01, and Tax Parcel 060-260-02 were all at one time included within the "Site" as described in that certain



Consent Decree dated September 21, 2000 in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, case no. 3AN-97-1618 CI;

WHEREAS the Consent Decree of September 21, 2000 has been amended;

WHEREAS the Grantor and Grantee have pursuant to the Consent Decree, as amended, executed and recorded concurrently herewith an "Equitable Servitude and Release" which makes specific reference in Paragraph 1(b) to a "Right of Way" giving to the Grantee certain rights to cross over Tax Parcel 060-261-99;

WHEREAS this Right of Way is intended by the parties to constitute and be the Right of Way referred to in the aforesaid Equitable Servitude and Release;

NOW THEREFORE, the GRANTOR and GRANTEE agree as follows:

1. The GRANTOR grants to the GRANTEE the right to cross over Parcel 060-261-99 so as to gain access to Parcel 060-260-01 and to Parcel 060-260-02. The time and methods of access and the route of access across Parcel 060-261-99 shall be reasonable given the circumstances, and the GRANTOR shall cooperate in good faith to ensure that the GRANTEE has the access to Parcel 060-260-01 and to Parcel 060-260-02 that the GRANTEE needs. The Grantee shall give the Grantor reasonable notice of the need for such access, and both Grantor and Grantee shall cooperate to minimize any conflicts with the Grantor's business activities and use of Parcel 060-261-99.

2. The right to cross Parcel 060-261-99 shall terminate when all treatment or monitoring described in the Consent Decree of September 21, 2000, as amended, is completed to the satisfaction of the State of Alaska. At such time the GRANTEE shall cause to be recorded a full release of the right of way granted herein.

3. This Instrument is for the benefit of Grantor and Grantee. It conveys to the Grantee, acting through the Alaska Department of Environmental Conservation, and contractors, employees, agents and authorized representatives acting on ADEC's behalf (herein, "Agents"), the perpetual right to enforce and implement the provisions herein, subject to the express terms of release provided herein. Nothing herein shall be deemed to create in any third party the right to enforce this Instrument.

4. All real estate, lots, parcels, or portions thereof located within or on Tax Parcel 060-261-99, and any lease, conveyance, or transfer covering or describing any part thereof or interest therein, shall be subject to the provisions herein. By acceptance of such conveyance or transfer, each lessee, transferee or grantee and each of their heirs, successors, transferees or assigns agrees with Grantor and each other to be bound by the provisions herein.



5. The provisions hereof shall run with the land in perpetuity and shall be binding upon Grantor, and the Grantor's successors and assigns; except as expressly described herein.

6. Grantor hereby covenants to and with Grantee that Grantor is lawfully seized of the fee simple title to Tax Parcel 060-261-99, has good and lawful right and power to sell and convey the same, that the same is free and clear of encumbrances, except as specified herein and as of record, and that Grantor will forever warrant and defend the right of way referred to herein against the claims and demands of all persons.

7. To the maximum extent permitted by law, the provisions herein shall not be subject to waiver or abandonment due to non-enforcement or violation of this instrument or any of the provisions herein on all or any portion of Tax Parcel 060-261-99. No waiver of the breach of any of the provisions herein shall constitute a waiver of a subsequent breach of the same provision or any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Instrument nor for imposing any provision which may be unenforceable.

8. This Instrument may be enforced by Grantor or Grantee in a court of law. The interpretation and performance of this Instrument shall be governed by the laws of Alaska.

9. Upon violation of any of the provisions herein, Grantee may seek any available legal or equitable remedy to enforce this Instrument and shall be entitled to recover damages for violations of the provisions herein to the public or to the environment protected herein under applicable federal or state law.

10. Any notice, demand, request, consent, approval, or communication that a party desires or is required to give another shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed to the other party at the addresses follows:

To Grantor: Gary and Judith Hinkle
P.O. Box 322
Soldotna, AK 99669

To Grantee: State of Alaska
Dept. of Natural Resources
Division of Mining, Land and Water
Realty Services Section

550 W. 7th Avenue Suite 1050A
Anchorage, Alaska 99501

With a copy to: Alaska Department of Environmental Conservation
555 Cordova Street



Anchorage, Alaska 99501-2617

11. The determination that any provision herein, or its application to any person or circumstance, is invalid shall not affect any other provision herein or its application and the other provisions herein shall remain in full force and effect.

12. Any general rule of construction to the contrary notwithstanding, this Instrument shall be construed so as to affect the purpose for which it was granted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this instrument.

IN WITNESS WHEREOF Grantor and Grantee have set their hand on the dates written below. This Right of Way is effective on the date of the last acknowledged signature.

Dated: 8-24, 2011

GARY C. HINKLE

Baroz c Kinklo

Dated: 8-24, 2011

JUDITH A. HINKLE

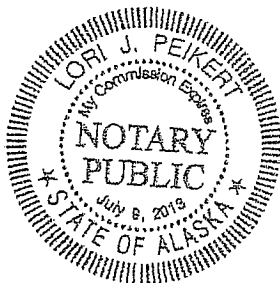
Justina A. Hill

GRANTOR'S ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 8/24, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Gary C. Hinkle, to me known and known to be the person he represented himself to be, and the same identical person who executed the above and foregoing Right of Way freely and voluntarily for the uses and purposes therein mentioned

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



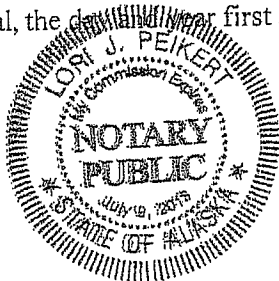
Lawyer J. Park
Notary Public for Alaska
My commission expires: 07-05-13



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 8-24, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Judith A. Hinkle, to me known and known to be the person she represented herself to be, and the same identical person who executed the above and foregoing EQUITABLE SERVITUDE AND RELEASE freely and voluntarily for the uses and purposes therein mentioned

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



Lori J. Peikert
Notary Public for Alaska
My commission expires: 07-09-15

ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), that certain Consent Decree of September 21, 2000, as amended, in that certain litigation in the Superior Court for the State of Alaska, at Anchorage, which litigation is entitled State of Alaska, Department of Environmental Conservation v. Gary Hinkle, et al, Case No. 3AN-97-1618 CI; and pursuant to that certain Equitable Servitude and Release which is being recorded concurrently herewith, I do hereby accept this Right of Way on behalf of the State of Alaska, and does hereby agree to release this Right of Way when the conditions referred to in this Right of Way are fully met. To be managed and enforced by the Department of Environmental Conservation or its successor, pursuant to the management right assignment issued as ADL 231233 for the portion of Section 32, Township 5 North, Range 10 West, Seward Meridian described in this Instrument, to protect human health, safety, and welfare, and the environment and to enhance or maintain water quality.

Dated: DEC 19, 2011

STATE OF ALASKA, DEPARTMENT
OF NATURAL RESOURCES

Brent G. Goodrum
Brent G. Goodrum
Director
Division of Mining, Land and Water



Dated: 24/8, 2011

STATE OF ALASKA, DEPARTMENT
OF LAW

Stan E. McRoberts

By: Steven Mulder,
Assistant Attorney General

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on 12/19, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Brent G. Goodrum, to me known and known to be the Director of the Division of Mining, Land and Water, and he represented to me that he was duly authorized to execute the foregoing Right of Way on behalf of the State of Alaska, Department of Natural Resources, freely and voluntarily for the uses and purposes therein mentioned

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

Robert Knapp

Notary Public for Alaska

My commission expires: with office

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on 9/8, 2011 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Steven Mulder, to me known and known to be an Assistant Attorney General, and he represented to me that he was duly authorized to execute the foregoing Right of Way on behalf of the State of Alaska, Department of Law, freely and voluntarily for the uses and purposes therein mentioned

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



Notary Public for Alaska

My commission expires: WITH OFFICE

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2011-012117-0

Record in Kenai Recording District
State Business No Charge

Location Index:
T. 5N., R. 10W., S.M. Section 32

Return to:

State of Alaska
Department of Natural Resources
Division of Mining Land & Water/RSS
550 West 7th Avenue Suite 1050A
Anchorage, AK 99501

