



**This Property is subject to an Environmental Covenant held by the
Alaska Department of Environmental Conservation**

ENVIRONMENTAL COVENANT

Grantor(s): [Name of owners and addresses]

Grantee(s): [all Holder(s) and addresses]

Check the following:

Original Covenant

Amendment of Covenant

RECITALS

- I. This document is an environmental covenant (hereafter "Covenant") executed pursuant to AS 46.04.300-46.04.390, the Act adopting the Uniform Environmental Covenants Act (hereafter, "the Act") and 18 AAC 75.325-390, Site Cleanup Rules.
- II. This Covenant requires the Grantor to subject the Property to and comply with certain activity and use limitations as provided in UECA. These activity and use limitations are described in this Covenant and are necessary to protect human health, safety, welfare or the environment and to ensure the integrity of the cleanup remedy conducted at the site. Environmental documents pertaining to the cleanup are available from the Alaska Department of Environmental Conservation (ADEC or "Department") at [410 Willoughby Avenue, Juneau, Alaska; or other address].
- III. The Property that is the subject of this Covenant is part or all of a site commonly known as

ADEC site name: Coastal Drilling
ADEC Hazard Id: 464
Site address: Mile 0.5 Kenai Spur Hwy., Soldotna, AK 99669

This Property is situated in Soldotna, Alaska, and shown on the site map attached as Appendix A, and legally described as:

T 05N R 10W SEC 29 Seward Meridian KN 2019034 Hayward Hill Sub No 5 2017 Replat Lot 4-A2 (the "Property").
- IV. The Property is the subject of an environmental response project under the site cleanup rules (18 AAC 75.325-18 AAC 75.390), underground storage tank regulations (18 AAC 78), federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or federal Resource Conservation and Recovery Act (RCRA). This Covenant is required because following completion of a cleanup, residual contamination remains on the Property that is safe for some, but not all, activities and uses, [or an engineered feature or structure that requires monitoring, maintenance, or operation, or that will not function as intended if disturbed, is present on the

Property]. Residual contamination remaining on the Property includes the following hazardous substances, pollutants, or contaminants:

V.

Media	Contaminants
Soil	Polychlorinated biphenyls, lead, trichloroethene, tetrachloroethene, Diesel range organics, Residual range organics, naphthalene, benzene toluene, ethylbenzene, and xylenes
Groundwater	benzene, toluene, ethylbenzene, and xylenes (BTEX), lead, and chlorinated solvents.

VI. The Department enters into this covenant as a “department” under the Act, with all attendant rights of a “department” under the Act, which include but are not limited to having a right to enforce this Covenant. This is not an ownership interest and the rights of ADEC under the Act are not an interest in real property.

VII. For purposes of indexing in the Recorder’s office Grantor-Grantee index only, Alaska Homesteads Inc. shall be considered the **Grantor**, and Holder(s) shall be considered the **Grantee**.

COVENANT

Alaska Homesteads Inc, as Grantor hereby grants to the holder and its successors and assignees, the following covenants and declares that the Property as described in the legal description above shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 11, below, which shall run with the Property in perpetuity and be binding on the Grantor and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein.

Summary of Environmental Actions – [A Preliminary Assessment Report (PAR) was performed on behalf of ADEC by Tryck, Nyman and Hayes, in August 1987. The PAR indicated that site development included digging a debris disposal pit and constructing a machine shop, a drilling shop, and an office building. During the time the drilling companies operated the site, scrap iron, engines, lumber, and other drilling rig junk were placed in the debris disposal pit. It is not known if hazardous wastes were placed in the pit, but the PAR indicated that waste oil and drilling muds were also disposed. A grate and drain associated with the drilling shop (now demolished) was also reported to have received rig wash water, used engine oil, and machinery degreasers.

In 1988, ENSR Consulting and Engineering (ENSR) was contracted by the Federal Savings and Loan Insurance Corporation to perform a preliminary hydrogeologic site investigation. ENSR's preliminary site investigation included electromagnetic and magnetometer geophysical surveys, excavating 10 trenches, and installing and sampling three monitoring wells. Some of the information obtained in this investigation included:

- The disposal pit consists of an exposed area (i.e., the open pit area) and an area that has been filled and graded to surrounding ground level (i.e., the covered pit area). Both disposal areas contain machine parts, abandoned drums, timbers, and miscellaneous metallic debris.
- Analyses of soil samples from within the disposal areas found elevated concentrations of

total petroleum hydrocarbons (TPH) and aromatic hydrocarbons.

- A shallow, perched water table is present within both disposal areas at a depth of approximately 5 to 6 feet below ground surface. A visible oil sheen was observed on the water surface in trenches excavated within the covered pit area, but none was observed on the water surface within the open pit area.
- The groundwater levels in the three monitoring wells installed at locations outside the disposal pit were at depths of 31 to 34 feet below ground surface. Laboratory analysis of groundwater samples from these monitoring wells found very low to non-detectable concentrations of aromatic hydrocarbons.
- A 6-inch-diameter drain line, believed to originate from the drilling shop grate, was found to discharge at a point approximately 5 feet below ground surface, near the south edge of the covered pit area. Analysis of a soil sample from this location found polychlorinated biphenyls (PCBs) to be present at 33 milligrams per kilogram (mg/kg).

In 1989, ADEC requested further investigation of the site to characterize the horizontal and vertical extent of contamination and to provide adequate information for formulating a cleanup plan. The field investigation program was developed jointly by Harding Lawson Associates (HLA) and ADEC, and included the following:

- Trench excavation activities were planned to identify the lateral boundaries of the disposal pit and to investigate the drilling shop grate and drain line area. The number and locations of the trenches were determined in the field, based on visual observations and the results of sample headspace and gas chromatograph (GC) analysis for volatile organic compounds (VOAs). Selected samples were submitted for laboratory analysis for metals, VOCs, petroleum hydrocarbons, pesticides, and PCBs.
- Soil boring and monitoring well installation activities were planned to investigate shallow soil and groundwater conditions in areas surrounding, and downgradient of, suspected source areas. Soil samples from the borings were collected at 5-foot intervals for field headspace VOC analysis, and selected samples were submitted for laboratory analysis.

Groundwater samples were collected from each of the newly installed monitoring wells and from nearby existing wells for laboratory analysis. The laboratory analytical program included analysis for metals, VOVs, TPH, pesticides, and PCBs.

The investigation found the disposal pit contained a variety of machinery parts, cables, piping, and wooden debris. Soil and water samples from within the disposal pit area generally contained elevated levels of BTEX, TPH, and PCBs, TCE, PCE, and lead.

In 1991, Shannon & Wilson performed an Environmental Site Investigation on behalf of ADEC. The purpose of the investigation was to further define the horizontal and vertical extent of hazardous substances that were previously encountered on site. The investigation included excavation of several backhoe test pits, sampling of five soils borings, installation and sampling of three monitoring wells, and sampling of seven existing monitoring wells. Shannon & Wilson found several new areas of contamination from reviewing aerial photographs and doing soil borings in suspicious areas. A fence was placed around the contaminated areas in December 1991. Shannon and Wilson's greatest concerns are the following conclusion from their data: "The covered pit at the site has been used to dispose of miscellaneous debris as well as a drain field for wastes that are discharged into a metal grate located between Hydro test and the concrete slab. The metal grate is connected to the

covered pit by a 6-inch steel pipe. Elevated concentrations of petroleum hydrocarbons, chlorinated solvents and hazardous substances at the site were found in the sump box below this grate and in the soils surrounding this grate. The highest levels of contaminants, however, were encountered at the discharge end of the effluent pipe covered pit. Several new areas of oil-stained soils as well as where tanks and drums were stored in the past was visible in the aerial photographs acquired during this assessment. The unconfined groundwater table, with static levels at about 35 feet below the surface is in our opinion apparently being recharged by surface water collecting above and infiltrating downward through the covered and open disposal pits. The soils are relatively permeable beneath the disposal pits and provide little resistance to the downward migration of fluids. The continuous boring showed highly permeable soils adjacent to the pit. The bottom of the pit may be lined with emulsified petroleum or fine-grained drilling muds. However, we feel that this artificial lining of the bottom of the pits will only cause infiltrating water to migrate laterally until in contact with more permeable soils and then continue on its downward descent."

In 1993, ADEC retained Harding Lawson Associates to investigate the feasibility of five different treatment options for the Coastal Drilling site. The options evaluated and the estimated costs were:

○ Alternative 1	No action + site monitoring	\$894,238
○ Alternative 2	Dewatering + capping	\$1,618,628
○ Alternative 3	Dewatering +excavation+ stabilization	\$2,395,128
○ Alternative 4	Dewatering +excavation+ off-site disposal	\$5,838,837
○ Alternative 5	Dewatering + soil washing	\$3,315,419

In 2010, Alta Geosciences conducted a focused site investigation of the site on behalf of Alaska Homesteads Inc. The investigation efforts of the open pit indicated that the pit consists of mostly uncontaminated solid waste other than in the northeast side of the pit where several vehicle batteries and battery parts were found, and hydrocarbon-saturated soils at a depth of 10 feet with 9,650 mg/kg DRO and 323 mg/kg GRO. The total volume of the open pit is estimated at 550 cubic yards. The investigation efforts of the covered pit indicated that the area near where the drainpipe from the grate area had discharged, an elevated DRO concentration was detected at 1,240 mg/kg. The measurement results of the density of the cover material over the covered pit indicated that the soils consist of silty sand with gravel with a maximum density at 130 pounds/cubic feet, and a relative compaction of 92.8%. The investigation efforts of the shallow soils in the grate area indicated that PCBs were detected at low levels that were below the ADEC soil cleanup levels.

In 2014, Alta Geosciences submitted a Site Cleanup Plan on behalf of Alaska Homesteads Inc. addressing the Open Pit area and the grate/log crib sump area. Six batteries, 1,800 pounds of broken batteries and battery plates and 1,200 pounds of lead impacted soils were removed from the site and either recycled or sent to a RCRA landfill. A total of 80.56 tons soil containing less than 50 ppm PCBs were sent to a permitted landfill. An additional 26.1 tons of soil containing more than 50 ppm PCBs were sent to a TSCA permitted landfill.

In 2016 the owner submitted engineered plans to construct a protective cap/cover over the residual contamination remaining in the subsurface covered disposal pit located at this site which was installed in 2017.

In 2018, Alta Geosciences on behalf of Alaska Homesteads Inc. submitted a Work Plan to assess stockpiled soils on the eastern side of the property. This investigation indicated that no compounds were present in excess of ADEC criteria.

Groundwater conditions have been monitored on several occasions by ADEC contractors. The results have indicated that the underlying aquifer has not been impacted by contaminants in the covered pit area. Various reports have concluded that the drilling mud washed from the drilling equipment which was discharged into the open pit resulted in the pit bottom being sealed and thus contaminated groundwater is only present in the covered pit and is separated from the underlying aquifer.

Activity and Use Limitations - By acceptance and recordation of this Environmental Covenant, the Grantor, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health, safety, welfare or of the environment without prior written approval from ADEC. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as part of the remedial action or that creates a new exposure to residual contamination remaining on the Property.
2. No groundwater wells shall be installed on the Property without prior ADEC review and approval.
3. Contaminated groundwater may not be pumped, drained, dewatered, used for irrigation, dust control or any other purpose on or off the Property without prior ADEC approval and may be subject to treatment, monitoring, or disposal requirements including any applicable permits.
4. No grading, excavation, digging, tilling, or other disturbance of any kind of surface and subsurface soils on the Property is permitted without prior ADEC review and approval.
5. No activities which threaten the integrity of the engineered cap is permitted without prior ADEC review and approval.
6. The engineered asphalt cap shall be inspected annually and maintained as needed to prevent contact with subsurface contaminated soil, and/or infiltration of water and potential leaching of contaminants. Any damage to the cap shall be reported to DEC within ten (10) days after discovery and shall be promptly repaired. Documentation of the repairs shall be submitted to DEC within 30 days.
7. The Property shall not be used for residential purposes including use for child day care, educational facilities, playgrounds, hospitals, or similar facilities.
8. ADEC must be notified in advance of the subdivision or replat of the Property. This covenant must be included as part of future property transactions and attached to subsequent associated parcels, as determined applicable by ADEC.
9. ADEC approval is required prior to moving any soil or groundwater off the Property where contamination remains above applicable cleanup levels.
10. Movement or use of contaminated material on the Property in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.

11. Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater being considered a potential drinking water source. In the event that groundwater from the Property is to be used for other purposes in the future, such as aquaculture, additional characterization and treatment may be required to ensure the water is suitable for its intended use.

Attached as Appendix A are diagrams drawn to scale that shows the Property boundaries, locations of existing structures, the area that has been cleaned up, the engineered cap, the approximate location and extent of remaining soil and/or groundwater contamination which is subject to the activity and use limitations.

Conveyance of Interest - The Grantor, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, or other interest must notify ADEC at least 30 days prior to conveyance, and must include in any conveyance document a complete copy of this Covenant.

Successors - The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee under this instrument are freely assignable, subject to the notice provisions hereof.

Prior Notification for Changes in Land Use, including Proposed Construction - The Grantor shall provide prior notification to the Department of proposed changes in use of, applications for a building permit for activities that may affect exposure to contaminants on, or proposals for any site work affecting the contamination on, the property subject to this covenant.

Notices and Reporting - Grantor shall report to ADEC every ___ years to document the status of compliance with the activity and use limitations described in this covenant. Such notice and the reports should be sent to the ADEC at:

Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program
Attention: Institutional Controls Unit
P.O. Box 111800
Juneau, AK 99811-1800

Or be submitted electronically to CS.Submittals@alaska.gov.

Authorizations - Grantor shall restrict authorizations, including leases, for any portion of the Property to uses and activities consistent with this Covenant and notify all authorized users of the restrictions on the use of the Property.

Access - The Department, including its authorized employees, agents, representatives and independent contractors, shall have the right of access to the Property granted in connection with implementation or enforcement of this covenant.

Enforcement - The Department and other parties, including parties to the environmental covenant, described in AS 46.04.335 are empowered to administer and enforce the terms of this covenant using civil authority granted to them in AS 46.03. In addition, the department may use administrative authority granted to it in AS 46.03.

Waiver of certain defenses - This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in AS 46.04.325(f).

Representations and Warranties - Grantor hereby represents and warrants to the ADEC, Holder(s), Grantor(s) and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Appendix B attached hereto.

Amendment or Termination - This Covenant runs with the land and is perpetual, unless amended or terminated pursuant to AS 46.04.330. Except as to the ADEC, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the ADEC and the current owner of the fee simple of the Property, unless waived by ADEC. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

Controlling law - This Environmental Covenant shall be construed according to and governed by the laws of the State of Alaska.

Liberal construction - Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

Joint Obligation - If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Effective Date - This Environmental Covenant is effective on the date it is recorded with the appropriate Alaska recorders' office.

List of Appendices:

- Appendix A -Map of the Property and Diagram Showing Location of the Contamination
- Appendix B -Limited Liability Report

Appendix A

Map of the Property and Diagram showing location of the Contamination

LINE	BEARING	LENGTH
L1	N02°34'25.7"	16.16
L2	N10°02'10.7"	33.91

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	74.9817°	51.83	22.69	11.43	22.32	S87°24'47"
C2	103°22'00"	408.70	77.17	38.90	77.06	S17°48'12.7"

LEGEND:

- ⊕ 3 1/4" ALUM. MONUMENT 237-5 1976 FOUND
- ⊙ 5/8" REBAR w/ 2" ALUM. CAP FOUND
- ⊙ 1/2" REBAR FOUND
- ⊙ 5/8" REBAR w/ PLASTIC CAP L58859 FOUND
- ⊙ 5/8" REBAR w/ PLASTIC CAP L58859 SET
- () RECORD DATUM PLAT 85-132 KRD

NOTES:

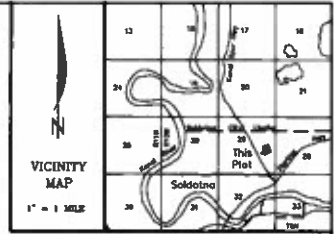
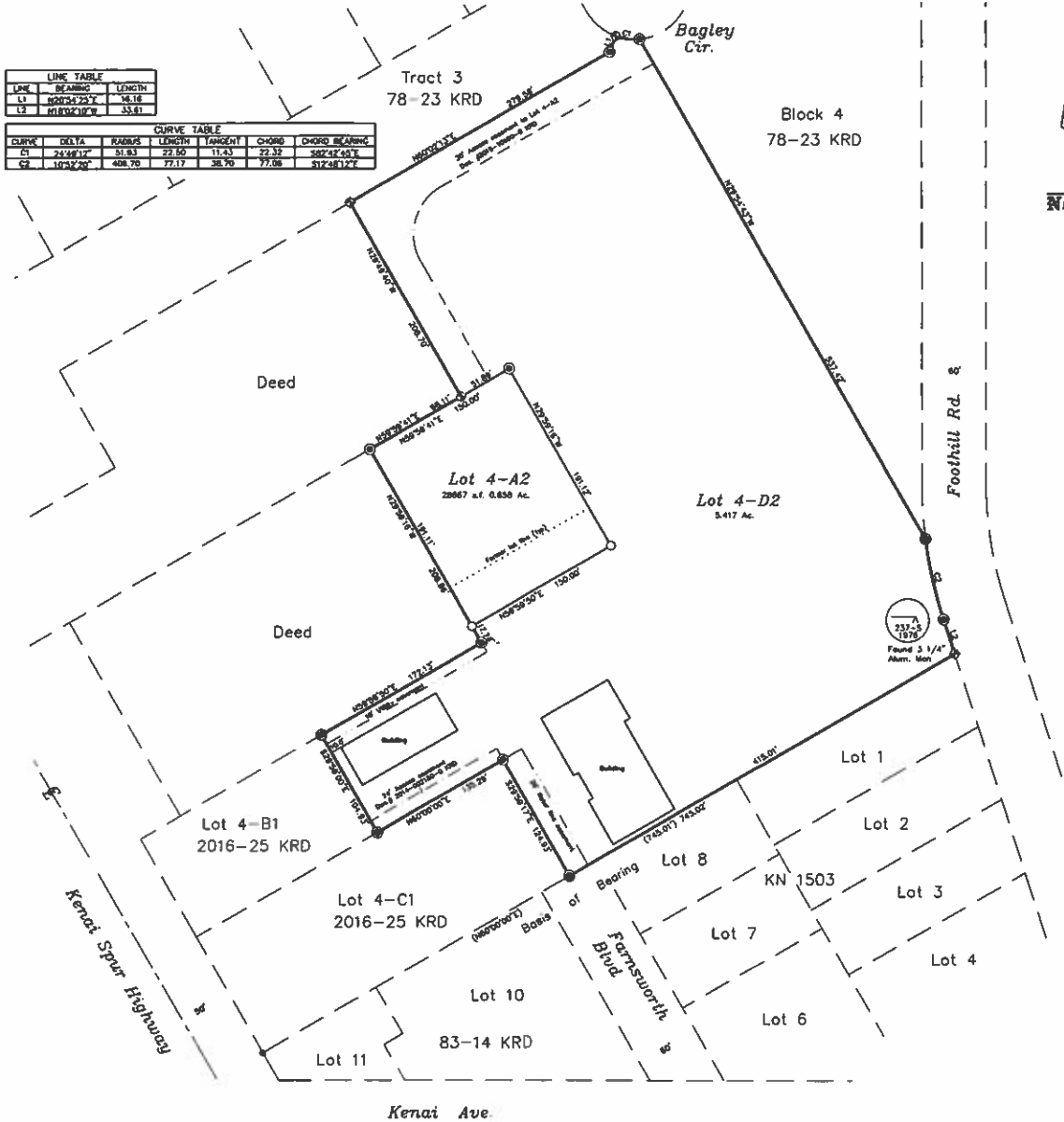
- 1) Basis of bearing taken from Hayward Hill Subdivision No. 3, Plat 85-132, Kenai Recording District.
- 2) This subdivision is subject to City of Soldotna zoning regulations.
- 3) No fence construction along interior lot lines per plat 85-132 KRD.
- 4) All waste disposal systems shall comply with existing laws of the State of Alaska.
- 5) An exception to KPB 20.30.030, extending Farnsworth Boulevard, KPB 20.30.100, dedicating a cut-de-sec, and KPB 20.30.210, access to street for Lot 4-A2, were granted by the Plat Committee at the meeting of May 11, 2015.
- 6) Exception to KPB 20.30.240, removal of the 50 foot Building Setback on Bagley Circle, was granted by the Plat Committee at the meeting of May 11, 2015.
- 7) A general assessment granted to Homer Electric Association is recorded in Book 7 Page 319, Kenai Recording District.
- 8) A 10' easement centered on a natural gas service line crosses Lot 4-B1 to Lot 4-D2.
- 9) Front 15 feet of the lot adjacent to right of way is a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 10) This subdivision is served by city water and sewer.
- 11) **WASTEWATER DISPOSAL:** Plans for septic tank disposal that meet regulatory requirements are on file at the Department of Environmental Conservation subject to related regulations.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the measurements shown herein are true and correct, and all dimensions and other details are correct.

Date 7-28-17



CERTIFICATE OF OWNERSHIP and DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT ALASKA HOMESTEADS, INC. AND KENAI SPUR INVESTMENTS, LLC ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, AND ON BEHALF OF ALASKA HOMESTEADS, INC. AND KENAI SPUR INVESTMENTS, LLC, I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND GRANT ALL EASEMENTS TO THE USE SHOWN.

Leann Jack
 LEANN JACK
 ALASKA HOMESTEADS, INC. & KENAI SPUR INVESTMENTS, LLC
 1225 E INTERNATIONAL AIRPORT RD., STE 100
 ANCHORAGE, ALASKA 99518

NOTARY'S ACKNOWLEDGEMENT

FOR Leann Jack
 ACKNOWLEDGED BEFORE ME THE 7th DAY OF October, 2017.

Leann Jack
 LEANN JACK
 MY COMMISSION EXPIRES July 31, 2020



PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF AUGUST 14, 2017.

KENAI PENINSULA BOROUGH
Max B. Burt 8-24-2017
 AUTHORIZED OFFICIAL

KPB File No: 2017-100

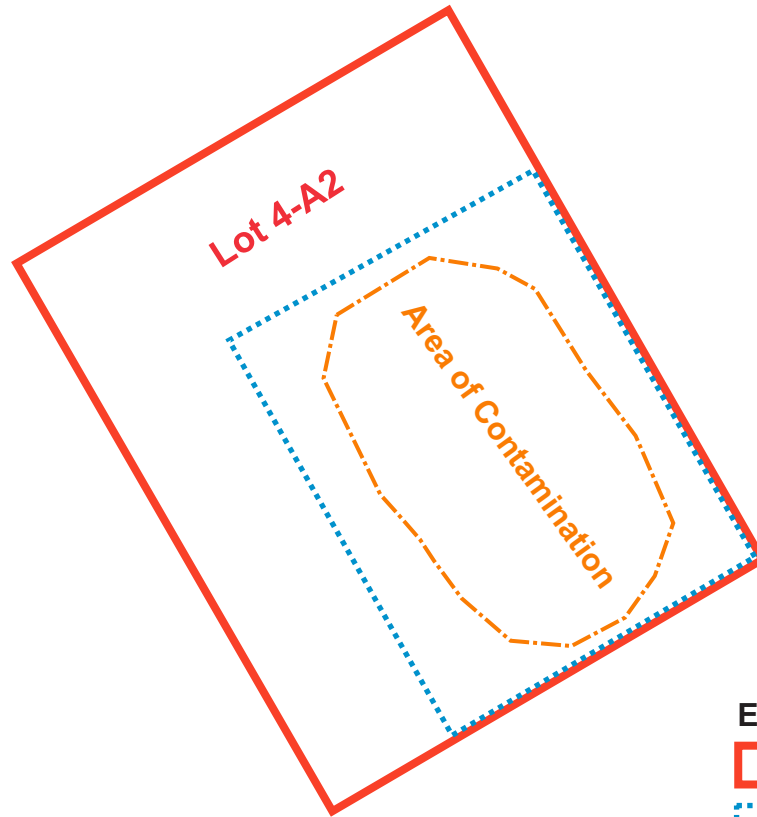
Hayward Hill Subdivision No. 5 2017 Replat

A re-subdivision of Lots 4-A1, and 4-D1, Hayward Hill Subdivision No. 5 (Amended), Plat 2016-25, Kenai Recording District.




Located within the SE 1/4 Section 29, T84, R10W, S4M, City of Soldotna, Kenai Peninsula Borough, Alaska.

Surveyor: Segesser Surveys, Inc. 30485 Roseland St. Soldotna, AK 99669 (907) 282-3969	Owner: Alaska Homesteads, Inc. & Kenai Spur Investments, LLC 1225 E International Airport Rd. Suite 100 Anchorage, Alaska 99518
JOB NO. 17049 SURVEYED: May, 2017 FIELD BOOK: 17-1	DRAWN: 8-28-17 SCALE: 1"=50' SHEET: 1 of 1

2019-31
 2017-05
 13-50



EXPLANATION

-  Parcel boundary
-  Asphalt cap
-  Area of contamination



0 50
Scale in Feet



Prepared For:
Alaska Homesteads LLC

FORMER COASTAL DRILLING SITE

ASPHALT CAP AND AREA OF CONTAMINATION

FIGURE

1

Appendix B
Limited Liability Report

Stewart Title of the Kenai Peninsula, Inc.

35096 Kenai Spur Hwy.
Soldotna, AK 99669

Tel: (907) 260-8031 Fax: (907) 260-8036

LIMITED LIABILITY REPORT

Agent for Stewart Title Guaranty Company

Kelleher Accounting Corporation
1225 E. International Ste. 105
Anchorage, AK 99518

File Number: 20549
Premium: \$250.00
Tax: \$15.00

Today's Date: July 12, 2021

This is a Limited Liability Report as of July 12, 2021 at 8:00 A.M. on the following described property:

Lot Four "A" Two (4-A2), HAYWARD HILL SUBDIVISION NO. 5, 2017 REPLAT, according to Plat No. 2019-34, Kenai Recording District, Third Judicial District, State of Alaska.

A search of the records of the Kenai Recording District Office by this Company reveals that title to the property described herein is vested on the date shown above in:

Alaska Homesteads, Inc. and Kenai Spur Investments LLC
an estate in fee simple

SUBJECT only to the exceptions shown herein.

Stewart Title of the Kenai Peninsula, Inc.

By


Authorized Countersignature

Terri Cotterell
Authorized Signator

SUBJECT TO:

1. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
2. **RESERVATIONS AND EXCEPTIONS** as contained in Mineral Patent from the United States of America to the State of Alaska
Dated: August 30, 1982
Recorded: September 27, 1982
Volume/Page: 194/756
3. **FURTHER**, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.
4. **TAXES AND ASSESSMENTS**, if any due the taxing authority:
Taxing Authority: City of Soldotna
5. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:
Taxing Authority: KENAI PENINSULA BOROUGH
6. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:
Recorded: October 16, 1958
Volume/Page: 10D/21

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

7. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: April 17, 1962
Volume/Page: 7/319
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed

RELEASE OF RIGHT-OF-WAY, including the terms and conditions therein:

Recorded: August 18, 2020
Serial No.: 2020-008057-0

8. **AN OIL AND GAS LEASE** affecting the above interest under the terms, covenants and conditions therein provided:
Dated: May 3, 1983
Lessor: Thelma Maxine Lee McDonald
Lessee: July 15, 1983
Recorded: July 15, 1983
Volume/Page: 213/108
9. **FURTHER**, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.
10. **CITY OF SOLDOTNA RESOLUTION 90-14**, identifying on-maintained streets within the Soldotna City Limits:
Recorded: July 5, 1990
Book/Page: 367/920
Affects: Bagley Circle and other streets
11. **A CLAIM OF LIEN** for state expenditures for oil or hazardous substance spill under AS 46.08.075:

Debtor: Alaska Homesteads, Inc.
By: Alaska Department of Environmental Conservation
Amount Claimed: \$96,962.18
Recorded: January 10, 1991
Book/Page.: 376/639

AND AMENDMENT thereto:

Recorded: June 10, 1993
Volume/Page: 420/57

AND AMENDMENT thereto:

Recorded: June 18, 1998
Volume/Page: 532/500

12. **A LEASE AFFECTING** the premises herein stated, memorandum thereof dated and recorded as herein set forth, executed by and between the parties herein named for the term and upon the terms, covenants and conditions in lease referred to in said memorandum:

Lessor: Alaska Homesteads Inc.
Lessee: McCaw Communications of Anchorage Inc
Recorded: February 5, 1997
Volume/Page: 500/512
Affects: Tract 4B

AND AMENDMENT thereto:

Recorded: February 5, 1997
Volume/Page: 500/515

13. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 2019-34.

14. **EFFECT** of the notes on said Plat No. 2019-34.

15. **ACCESS EASEMENT** affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto:

In Favor Of: Alaska Homesteads, Inc.
Recorded: November 25, 2015
Volume/Page: 2015-010690-0
Affects: Lot 4-D1 Hayward Hill Subdivision No. 5 to Benefit Lot 4-A1 Hayward Hill Subdivision No 5 and as shown on the Plat

This report is restricted to the use of the addressee and is not to be used as a basis for closing any transaction affecting title to said property. Liability of the Agency is limited to the compensation received therefore.

July 12, 2021

GRANTOR(S) SIGNATURE BLOCK

The undersigned Grantor warrants she/he holds the title to Former Coastal Drilling site and has authority to execute this instrument.

EXECUTED this _____ day of _____, 20__.

Printed Name Title

Signature Date

-----CORPORATION

THIS IS TO CERTIFY that on this _____ day of _____ 20__ the undersigned personally appeared before me, acknowledged that she/he is the _____ [title] _____ of the corporation described herein and who signed and executed the within and foregoing instrument by free and voluntary act and deed of said corporation, pursuant to AS 46.04.300-46.04.390 for the uses and purposes therein.

WITNESS my hand and official seal this _____ day of _____ 20__ at _____, Alaska.

Notary Public in and for the State of Alaska
My Commission Expires: _____

Notice Approved by Authorized ADEC Representative Date

Printed Name of Authorized ADEC Representative Title