

CONSERVATION EASEMENT

THIS Conservation Easement is made this 12<sup>th</sup> day of August 1997, by EUGENE W. HANSEN and DELLA M. HANSEN, whose address is HC 1, Box 1580, Soldotna, Alaska 99669 ("Grantor"), and the United States of America, ("Grantee"), whose address is Bureau of Land Management, Alaska State Office, 222 West 7th Avenue, #13, Anchorage, AK. 99513, under the authority of 43 U.S.C. 1715 and the Agreement for Sale and Purchase of Land on the Kenai Peninsula ("Agreement") between the Kenai River Ranch Group and the State of Alaska ("State").

WHEREAS, Grantor holds an undivided 1/23 interest in the property that is subject to this Conservation Easement ("Protected Property");

WHEREAS, the Protected Property is a natural area that provides significant habitat for migratory birds and other fish and wildlife or plant species that were injured as a result of the *Exxon Valdez* oil spill;

WHEREAS, the *Exxon Valdez* Oil Spill Trustee Council ("Trustee Council") has approved the use of joint settlement funds for acquisition by the State of the Protected Property, subject to certain third-party rights to be held by the Grantee in order to assure that the restoration objectives for use of the settlement funds are achieved;

WHEREAS, Grantor intends to convey the Protected Property to the State;

WHEREAS, the State and the United States intend to preserve and protect the Protected Property in perpetuity in order to restore, enhance, and rehabilitate natural resources injured by the *Exxon Valdez* oil spill and the services, including recreation, tourism and sport hunting and fishing, provided by those natural resources;

WHEREAS, Grantor desires to provide to the Grantee an independent right in perpetuity to enforce the restrictive covenants set forth herein;

NOW THEREFORE, pursuant to the laws of Alaska and in particular AS 34.17.010 - 34.17.060 and in accordance with the provisions of the Agreement, Grantor, for good and sufficient consideration received, does hereby grant and convey to Grantee, its successors and assigns, forever, with special warranties of title noted herein, subject to conditions, restrictions and limitations of record, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (the "Easement"), as to the property described as follows:

CONSERVATION EASEMENT

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Government Lots Four (4), Nine (9), Ten (10) and the Northeast One-Quarter of the Southwest One-Quarter (NE 1/4 SW 1/4), Section 22, Twp. 5 N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941.

Together with all of the easements and appurtenances thereto, and improvements located thereon.

Subject to the following:

1. Reservations and exceptions as contained in United States Patent and/or Acts of Congress authorizing the issuance thereof.
2. Any adverse claim of the United States or of the State of Alaska to any portion of said premises which lies below the line of mean high water of the Kenai River.
3. Utilities right-of-way easements granted to the Homer Electric Association, recorded June 25, 1959, in Misc. Book 3 at Page 68 and January 3, 1962, in Misc. Book 7 at Page 178.
4. A road reservation of 33 feet along each side of the section line as created by 43 U.S.C. 932 and AS 19.10.010. (Affects the Westerly and Southerly boundaries of Government Lot 10.)
5. A perpetual right-of-way easement of 100 feet in width granted to State of Alaska Division of Highways for the Funny River Pioneer Access Road, recorded September 7, 1961, at Misc. Book 7 at Page 76. (Affects Government Lots 4, 9, and 10.)
6. Contract of Lease dated October 17, 1990, between Telephone Utilities of the Northland and the Kenai River Ranch Committee.
7. Lease Agreement between Kenai River Ranch Committee and Eugene W. Hansen and Della Hansen, covering a portion of the real property described above, and recorded on the same date as, and prior to, this Conservation Easement.

The above-described easement is being acquired by the United States Department of the Interior for administration by the Bureau of Land Management.

The Grantee shall be entitled to enforce on a non-exclusive basis the terms of the following restrictive covenants against the Grantor, its successors or assigns:

(a) The following listed activities are prohibited on the Protected Property except as determined by the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, and the Alaska Department of Fish and Game, Division of Habitat and Restoration, or their successors in administrative function ("Divisions") to be necessary for conservation research or management of the subject lands (whether carried out by the Divisions, or an entity approved by the Divisions, or their successors in law or interests), facilitation of appropriate public use of the Protected Property, conveyance of information to the public to protect public safety or natural resources, or furtherance of the restoration objectives of the Trustee Council, and only if the activity does not have a significant negative impact on the restoration objectives of the Trustee Council;

(i) constructing or placing buildings, fixed or improved camping accommodations or mobile homes, fences, billboards or signs;

(ii) changing the topography of the Protected Property in any manner except as is reasonably necessary for the actions permitted in paragraph (a) above;

(iii) removing, destroying or cutting trees or plants except for local subsistence uses or as is reasonably necessary for the actions permitted in paragraph (a) above;

(iv) using biocides except as necessary to control or remove non-indigenous fish, wildlife or plants;

(v) manipulating or altering natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity on the Protected Property;

(b) The following listed activities by any person are prohibited:

(i) the introduction of fish, wildlife or plants which are not indigenous to the Kenai Peninsula including, but not limited to, the grazing of domestic animals, except as provided for under the Lease Agreement between the Kenai River Ranch Committee and Eugene W. Hansen and Della Hansen noted in subject to no. 7 above, or the introduction

of reindeer, and

(ii) the dumping of garbage, trash or hazardous materials.

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Nothing herein shall be deemed to create in any third party the right to enforce these covenants.

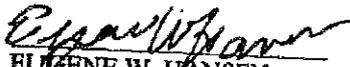
Grantor agrees that these restrictive covenants shall run with the lands and shall be binding upon Grantor, its successors and assigns.

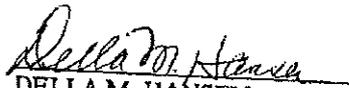
The Grantor hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized of the fee simple estate in the above granted real property, that the same is free and clear of encumbrances, except as noted herein, and that the Grantor will forever warrant and defend the title transferred herein against the lawful claims and demands of all persons.

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

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR: EUGENE W. HANSEN and DELLA M. HANSEN

  
EUGENE W. HANSEN

  
DELLA M. HANSEN

STATE OF ALASKA

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THIRD JUDICIAL DISTRICT

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THIS IS TO CERTIFY that on the 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Eugene W. + Della M. Hansen to me known and known to be the person s/he represented her/himself to be, and the same identical person who executed the above and foregoing CONSERVATION EASEMENT freely and voluntarily for the use 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.

Conni R. Hoover  
Notary Public in and for the State of Alaska  
My commission expires: 11-14-98

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

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THIS IS TO CERTIFY that on the \_\_\_ day of \_\_\_, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known and known to be the person s/he represented her/himself to be, and the same identical person who executed the above and foregoing CONSERVATION EASEMENT freely and voluntarily for the use 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 in and for the State of Alaska  
My commission expires: \_\_\_\_\_

ACCEPTANCE

Pursuant to 43 U.S.C. 1715, the Grantee hereby accepts this Conservation Easement conveying to the United States and its assigns, those interests in lands described therein.

Dated this 6<sup>th</sup> day of August 1997.

[Signature]  
BLM State Director

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6<sup>th</sup> day of August 1997, before me, the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Jim Allen known to me and to me known to be the State Director, and she/he acknowledged to me that she/he signed as accepting the foregoing Conservation Easement conveying to the United States, those lands described therein, and she/he executed the foregoing instrument freely and voluntarily.

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

MARGARET J. MCDANIEL  
Notary Public  
(SEAL) STATE OF ALASKA

[Signature]  
Notary Public in and for the State of Alaska  
My commission expires: 2/23/2001

AFTER RECORDING RETURN TO:  
Mike Haskins (930)  
Bureau of Land Management, Alaska State Office  
222 West 7th Avenue, #13  
Anchorage, AK. 99513

97-6370  
REC 30  
ST  
NOTED BY [Signature]

Location Index:  
Twp. 5 N., Range 9 W., Seward Meridian,  
Sec. 22.

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