DEED OF CONSERVATION EASEMENT

Kake Tribal Corporation Conveys to Southeast Alaska Land Trust

This Deed of Conservation Easement (the "Easement") is made this 10th day of May, 2001 by Kake Tribal Corporation ("KTC"), a Native Village Corporation organized pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. $ 1601 et. seq., as amended ("ANCSA") and the laws of the State of Alaska, whose address is P.O. Box 263, Kake, Alaska 99830, as Grantor, and Southeast Alaska Land Trust ("SEAL Trust"), an Alaska non profit corporation certified as a 501 (c)(3) corporation by the Internal Revenue Service, whose address is 119 Seward Street, Suite 15, Juneau, Alaska 99801 as Grantee. KTC and SEAL Trust are collectively referred to herein as the "Parties".

WHEREAS, KTC owns the surface rights, and, once Sealaska conveys the subsurface rights, will become the sole owner in fee simple of certain real property containing approximately 1127.1 acres located in Kake, Alaska ("Property"), more particularly described herein; and

WHEREAS, the Property is a portion of the land conveyed to Grantee through the Alaska Native Claims Settlement Act ("ANCSA"), and it is located in the lower watershed for the community of Kake; and

WHEREAS, because the Property is located near the City of Kake, this habitat is accessible by the public and provides a unique opportunity for bear viewing by the general public; and

WHEREAS, the Kake Tribal Corporation Land Transfer Act authorizes the reallocation of lands and selection rights between the State of Alaska, Kake Tribal Corporation and the City of Kake in order to provide for the protection and management of the municipal watershed; and

WHEREAS, pursuant to the Kake Tribal Corporation Land Transfer Act, KTC intends to convey to SEAL Trust the right to enter upon the Property in order to preserve, protect and manage the Conservation Values of the Property in perpetuity as specified below; and

WHEREAS, subject to the rights to be granted to SEAL Trust, KTC reserves and retains all other rights and privileges as landowner, including certain rights that are specified herein; and

WHEREAS, the Parties intend that Kake Tribal Shareholders and the public, as permitted by Kake Tribal Corporation, and third party lessees, will be permitted access to the Property as provided herein for subsistence hunting, berry gathering and other traditional subsistence uses, as well as hiking, bear viewing, maintaining and operating the Kake Non-Profit Fishery Corporation d/b/a Gunnuk Creek Hatchery (hereafter "Gunnuk Creek Hatchery"), and other similar permitted uses as provided by this Easement; and

WHEREAS, by accepting this grant of easement, SEAL Trust agrees to honor the intentions of KTC stated herein and to preserve and protect in perpetuity the Conservation

Values of the Property, consistent with KTC's and third party lessees' retained rights and privileges as landowner;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and restrictions contained herein, and pursuant to applicable federal law and the laws of the State of Alaska and the Alaska Uniform Conservation Act (34.17.010 – 34.17.060), KTC hereby voluntarily grants and conveys to SEAL Trust, its successors and assigns, subject to conditions, limitations and restrictions of record, an Easement in perpetuity over the Property more particularly described as follows:

T. 56 S., R. 72 E., Copper River Meridian

Sec. 25,	SW¼NW¼, S½SE¼NW¼, N½SW¼, SW¼SW¼;	
Sec. 26,	S½SW¼NE¼, S½SE¼NW¼, E½SW¼, SW¼SW¼, S½N½NE¼SE¼, W½ SE¼, SE¼SE¼ ;	
Sec 35,	NE ¼, N½NW¼, SE¼NW¼,	
	Beginning at the NW Corner of the SW¼NW¼,	
	thence S 00° 10' 50" W	1,230';
	thence S 65° 28' 09" E	605.35';
	thence S 20° 51' 11" W	282.36'
	thence S 41° 26' 29" W	351.44'
	thence S 47° 39' 53" E	628.27'
	thence N 41° 24' 44" E	865.21'
	thence S 49° 23' 56" E	463.36'
	thence N 25° 33' 37" E	320.33'
	thence N 03° 21' 18" W	468.36'
	thence S 89° 47' 11" E	922.25' to the SE Corner of SE¼NW¼
Sec 36,	NE¼NE¼, W½NE¼, NW¼,	

Petersburg Recording District, First Judicial District, State of Alaska.

SUBJECT, however, to easements, rights and reservations of the United States, provisions of the Alaska Native Claims Settlement Act, and third parties, if any, of record.

1. **Purpose.**

The purpose of this Easement is to ensure that the Conservation Values of the Property will be maintained in perpetuity, and to provide for the protection and management of the municipal watershed, and to prevent any use of, or activity on, the Property that will materially impair or interfere with its Conservation Values. The Property has certain attributes of great

importance to the people of Kake and the residents of the State of Alaska, more particularly described as follows and collectively referenced herein as the Conservation Values:

a. natural wildlife habitat, fish habitat, subsistence habitat and recreational hiking;

b. a predictable source of clear, clean fresh water which is necessary for incubation of up to 65 million salmon fry every year for the Gunnuk Creek hatchery;

c. a domestic water supply for the community of Kake;

d. natural habitat for Alaskan Black Bear, deer, birds, moose and other wildlife;

e. scenic value as open space providing a significant benefit for the enjoyment of the public; and

f. the operation of the Gunnuk Creek Hatchery, which is a valuable resource for the City of Kake, the local tourism industry and KTC's and the State of Alaska's fishing industry.

KTC intends that this Easement will confine the uses of this Property to such uses and activities that are consistent with this purpose. SEAL Trust does not by this agreement assume any role in managing, overseeing or insuring the operation of the Gunnuk Creek Hatchery, the City of Kake municipal water system, or any dams or diversions or other facilities associated with those facilities.

2. Baseline Documentation.

The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property which shall be kept on file at the offices of SEAL Trust ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs and other documentation that the Parties collectively agree provide an accurate representation of the Property and its anticipated use at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement. The Parties further agree that within twelve months of the execution of this Easement, additional Baseline Documentation, including known archeological sites, adjacent land uses and zoning, location of hazardous substances or dangerous conditions, documentation of third party rights, water rights, easements, liens and subsurface rights, and the existence of wetlands shall be compiled by the Trust and the landowner and incorporated into the Easement by this reference. The date of completion may be extended beyond the twelve-month period by mutual written agreement of the parties.

3. Qualifications of the Trust.

SEAL Trust is a non-profit corporation qualified under Internal Revenue Code Sections 501(c)(3) and 170(h) and Alaska Statute 34.17.060(2)(B). The Trust is organized exclusively for scientific, charitable, and educational purposes and conserves lands in Alaska with significant natural and cultural values for the benefit of the general public.

4. **Rights of SEAL Trust.**

To accomplish the purposes of this Easement, KTC conveys, in perpetuity, the following rights to SEAL Trust, its successors and assigns:

a. To preserve and protect the Conservation Values of the Property in such a manner as SEAL Trust may deem necessary and appropriate in order to meet the purpose and requirements of this Conservation Easement, including the operation of the Gunnuk Creek Hatchery;

b. To enter the Property in order to monitor KTC's and third party lessees' compliance with and otherwise enforce the terms of this Easement, provided that SEAL Trust shall not unreasonably interfere with any of KTC's or lease holder's uses or quiet enjoyment of the Property;

c. To ensure that any activities or uses of the Property are consistent with the purposes of this Easement, and, in the event the Property is damaged by any inconsistent activity or use, to require restoration of such areas or features of the Property which were damaged;

d. To ensure that KTC enjoins any activity or use of the Property that is inconsistent with this Easement, and to ensure enforcement of the restoration of such areas or features of the Property that may be damaged by such activities;

e. To ensure that any public access to the Property is provided in a manner that is consistent with the provisions of this Easement.

5. **Uses and Activities Consistent with the Purposes of the Conservation Easement.**

KTC reserves, retains and continues to have all legal rights and privileges as landowner that do not unreasonably interfere with or violate the rights and restrictions granted to SEAL Trust by this Easement, including the rights and privileges set forth below.

a. KTC reserves for itself and its successors, grantees and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Property that is not inconsistent with the Purpose of the Easement and that is not prohibited by this Easement.

b. The Gunnuk Creek Hatchery, recognized as a Conservation Value in Section 1(f) above, is given authority for: (i) maintenance, renovation, replacement of the existing buildings, structures, and improvements and for (ii) construction of new facilities and infrastructure, including but not limited to pipelines and water race ways, that are consistent with its lease. Prior written approval of SEAL Trust is required for any reconstruction of an existing building which expands the structure beyond its current footprint or changes the building envelope, or for any new construction of a hatchery building. Such approval will not be withheld so

long as the reconstruction or new construction does not adversely impact the Conservation Values of the Property. SEAL Trust may require such additional information from the parties as is necessary to make its determination.

c. KTC may authorize passive recreational activities such as hiking, bird watching, cross country skiing, fishing, hunting, etc. on the Property, provided that such activities are conducted in a manner and intensity that does not adversely impact the Conservation Values of the Property. Motorized or mechanized vehicles may not be used off road except as necessary to maintain the Property and its improvements.

d. KTC may authorize the establishment of nature viewing facilities at appropriate locations within the Property. Such facilities shall be constructed, managed and operated in a manner that is consistent with the Purpose of this easement and the Conservation Values of the Property. Any plans for construction, remodeling or reconstruction of any nature viewing facilities shall be submitted to SEAL Trust for review and approval to ensure that they are consistent with the Purpose and Conservation Values. Such approval will not be withheld so long as the construction and operation of such facilities does not adversely impact the Conservation Values of the Property. SEAL Trust may require such additional information from the parties as is necessary to make its determination.

e. KTC and third party lessees are allowed to maintain, renovate, expand, or replace existing roads and trails. Future roads or trails are allowed only as necessary to protect the Conservation Values of the Property. Any plans to, renovate, expand, or replace existing roads and trails shall be submitted to SEAL Trust for review and approval to ensure that they are consistent with the Purpose and Conservation Values. Such approval will not be withheld so long as the construction and operation of such facilities does not adversely impact the Conservation Values of the Property. SEAL Trust may require such additional information from the parties as is necessary to make its determination. Routine maintenance of the roads and trails is not an activity which requires approval by SEAL Trust, but maintenance of the roads and trails may not adversely impact the Conservation Values of the Property.

f. KTC retains the rights specified in Section 907 of the Alaska National Interest Lands Conservation Act (ANILCA), 43 U.S.C. § 1636, regarding the Alaska Land Bank provisions. Neither by entering into this Easement nor by performing in accordance with its terms do the Parties intend to affect any protection that may be afforded to KTC by Section 907 of ANILCA.

g. Maintenance, renovation or replacement of water lines and power lines and electrical utilities on the Property is allowed. The construction and maintenance of dams and power lines and electrical utilities within the watershed is allowed. Any plans for construction, remodeling or reconstruction of waterlines, dams or power lines shall be submitted to SEAL Trust for review and approval to ensure that they are consistent with the Purpose and Conservation Values. Routine

maintenance of the waterlines, power lines and electrical utilities is not an activity which requires approval by SEAL Trust, but such maintenance may not adversely impact the Conservation Values of the Property.

h. Subdivision of any portion of the Property will not be allowed without the review and approval of SEAL Trust. Subdivision would not be allowed for commercial development without clear and convincing evidence that the commercial development would be consistent with the Conservation Values. Under this standard, subdivision for the purpose of erecting a wildlife viewing, bear viewing or fish viewing facility would be found consistent with the Conservation Values. Subdivision for housing would not be consistent with the Conservation Values. A conveyance of all or a portion of the land leased to the Gunnuk Creek Hatchery shall not constitute a subdivision of the Property.

i. All work performed pursuant to Section 5, Uses and Activities Consistent with the Purposes of the Conservation Easement, shall be performed in accordance with applicable state and federal regulations.

6. **Prohibited and Restricted Uses and Activities.**

The following uses and activities are inconsistent with the purposes of the Easement and shall be prohibited, except as expressly provided for in Section 5:

a. Any use of, or activity on, the Property inconsistent with the Purpose of this Easement is prohibited, and KTC acknowledges and agrees that it will not conduct, engage in or permit any such use or activity.

b. The change, disturbance, alteration, or impairment of the significant ecological features and values of the Property, or the destruction of other significant conservation interests on the Property, except as allowed by the hatchery lease, or as needed for any nature viewing facility, trails and roads, or water lines, power lines or electrical utilities, and then only with the approval of SEAL Trust.

c. Filling, excavating, dredging, mining, drilling, and the exploration for or extraction of minerals, hydrocarbons, soils, sand, gravel, rock, or other materials on or below the surface of the Property, except as otherwise specifically permitted in this Easementor as needed for any nature viewing facility or water lines, power lines or electrical utilities as permitted in Section 5 above.

d. Use of snowmobiles, all-terrain vehicles, motorcycles, or other motorized or mechanized vehicles off of roads, except for property-maintenance purposes.

e. Construction of ponds or alteration of wetlands, stream banks, and waterways, except as necessary to enhance the Conservation Values of the Property or to preserve and protect the Gunnuk Creek Hatchery. Any plans for construction of ponds or alteration of wetlands, stream banks, and waterways shall be submitted to SEAL Trust for review and approval to ensure that they are consistent with the

Purpose and Conservation Values. Such approval will not be withheld so long as the construction does not adversely impact the Conservation Values of the Property.

f. Any use or activity that would pollute or degrade or threaten to pollute or degrade Gunnuk Creek. Permitted water projects shall be constructed and operated to protect and maintain fish passage and habitat for native species throughout their historic range of distribution in the Gunnuk Creek watershed. No additional out-of-stream water appropriations shall be requested from the State of Alaska for Gunnuk Creek watershed above levels currently appropriated under the Alaska Water Use Act.

g. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, or other unsightly, offensive or hazardous waste or material on the Property. Electrical utilities and the hatchery may store hazardous materials so long as any storage complies with state and federal containment regulations.

h. Constructing or placing buildings, fixed or improved camping accommodations, mobile homes, fences, billboards or signs other than those signs for boundary, trespass, direction or general information, except that buildings for the bear viewing facility and Gunnuk Creek Hatchery are allowed as permitted in Section 5 above.

i. Harvesting timber, including but not limited to, all standing and downed timber, except (1) for subsistence uses; (2) non commercial thinning of even-aged, second-growth trees to open the forest canopy to benefit wildlife habitat; and, (3) for the purpose of implementing the activities allowable under section 5 above. Other timber harvesting will only be allowed for purposes of removing "danger trees" that threaten life or property, that impact power lines or impair the operation of public utilities, or impair the operation or infrastructure of the Gunnuk Creek Hatchery.

7. **Public Access.**

The granting of this easement does not convey to the public the right to enter the Property.

a. All public access to or use of the Property shall be in compliance with KTC's retained landowner rights under the terms of this Easement, including its rights to require valid land use permits for non-commercial public access and use. This conveyance is subject to the right of public access pursuant to Section 17(b) of ANSCA, as reserved in conveyances from the United States to KTC pursuant to ANSCA, and nothing herein shall be deemed to pertain to, or otherwise affect, expand or limit those rights.

b. KTC retains the right to the extent it has the right, to control access for subsistence uses of the Property. "Subsistence uses" as referenced in this

Easement shall mean the customary and traditional uses of wild, renewable resources for direct personal or family consumption as food, shelter, fuel, clothing, tools or transportation; for the making and selling of handicraft articles out of wood, plants and inedible byproducts of fish and wildlife resources taken for personal or family consumption; for barter or sharing for personal or family consumption; and for customary trade. Subsistence uses do not include sport hunting and sport fishing or the use of salmon populations generated by the hatchery.

c. KTC, as the landowner, retains the right to control all commercial access to, and use of, the Property. This right includes the right to conduct, authorize, permit, license, charge use fees, regulate, limit or exclude all commercial operations on or utilizing the Property. KTC shall require commercial operators and users to comply with the terms of this Easement in any authorization or permit issued by KTC. Commercial operations specifically include, by way of example and not limitation, ecotourism, bear viewing, recreational and similar activities so long as they do not interfere with the protection of the Conservation Values identified in this Conservation Easement. Any plans for commercial operations shall be submitted to SEAL Trust for review and approval to ensure that they are consistent with the Purpose and Conservation Values. Such approval will not be withheld so long as the construction does not adversely impact the Conservation Values of the Property.

8. Subsequent Transfers.

KTC agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest. If KTC transfers all or any portion of its ownership interest in the Property, the transferee shall be subject to all terms and conditions of this Conservation Easement. The transferee shall then become a party to this agreement subject to all rights, obligations and requirements arising from this Easement. KTC shall give written notice to SEAL Trust of the transfer of any interest in the Property no later than forty five days prior to the date of such transfer. Such notice to SEAL Trust shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative. The failure of KTC to provide such notice shall not impair the validity of this Easement or limit its enforceability in any way. SEAL Trust may transfer, assign or delegate any of its rights or responsibilities under the Easement to a third party, but only if the third party is required to and agrees to be bound by and to carry out the purpose of this Easement.

9. Assignment.

This Easement is transferable, but SEAL Trust may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under the Internal Revenue Code of 1986, as amended. As a condition of such transfer, SEAL Trust shall require that the transferee exercise its rights under the assignment consistent with the Purposes of this Easement.

10. **Notice and Approval.**

a. Notice: KTC recognizes that prior to undertaking certain permitted activities, it is necessary to notify SEAL Trust to afford it an opportunity to ensure that the proposed use or activity is designed and carried out in a manner consistent with the purposes of this Easement.

Whenever notice is required, KTC shall notify SEAL Trust in writing not less than 45 days prior to the date KTC intends to undertake the use or activity except for emergency purposes that are clearly required to protect life and or property or that will prevent further or greater damage to the property and environment if response time is delayed. In cases where emergency response is not required the notice shall be sent by registered or certified mail, return receipt requested, to SEAL Trust at 119 Seward St., Juneau, AK 99801 or such other addresses as KTC may from time to time be informed of in writing by SEAL Trust.

The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit SEAL Trust to make an informed judgment as to its consistency with the Purpose of this Easement. In the event that SEAL Trust requires additional information to evaluate the proposed use or activity, SEAL Trust shall request the information from KTC as soon as practicable and in any case not later than 20 days after receipt of the notice of the proposed use or activity. SEAL Trust may withhold approval if sufficient information to make a determination is not provided.

b. SEAL Trust Approval: SEAL Trust shall have thirty days from receipt of the notice, as indicated by the date of the return receipt, to review the proposed activity. The 45-day period shall not begin until SEAL Trust has received adequate information from KTC to sufficiently evaluate the proposed activity.

Upon receiving adequate information to evaluate the proposed activity, SEAL Trust's approval may be withheld only upon a reasonable determination in writing by SEAL Trust that the use or activity as proposed would be inconsistent with the Purpose of this Easement. SEAL Trust's approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity.

SEAL Trust's decision to approve or disapprove the use or activity proposed by KTC shall be sent by registered or certified mail, return receipt requested, to SEAL Trust at the address stated in this Easement, or to such other address as SEAL Trust may from time to time be informed of in writing by KTC. When approval is required under this Easement, and when such approval is not granted or denied within the time period and manner set forth in this subsection, approval of the permitted use or activity may be presumed.

11. **Enforcement.**

a. In the event SEAL Trust becomes aware of an event or circumstance of non-compliance with the terms of this Easement, SEAL Trust shall give notice to KTC, their successor or assigns, at their last known post office address, of such event or circumstance of noncompliance. If the event or circumstance of non-compliance is not corrected immediately, SEAL Trust is entitled to institute suit to enjoin any breach or enforce any covenant and require that the Property be restored promptly to substantially the same condition that existed prior to the event or circumstance of non-compliance.

b. Nothing in this Section shall limit any other legal rights or remedies available to the Parties.

12. **Costs and Liabilities.**

KTC retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage, except that Gunnuk Creek Hatchery and any nature or wildlife viewing facility on the Property shall maintain adequate comprehensive general liability insurance for their respective activities. KTC remains solely responsible for obtaining any applicable governmental permits and approval for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. SEAL Trust shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property.

Nothing in this Easement confers on SEAL Trust the right or ability to exercise physical or managerial control over the day-to-day operations of the Property for purposes of becoming an operator of the Property within the meaning of CERCLA (Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601-9675). KTC shall hold harmless, indemnify, and defend SEAL Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with actions based on operator status, management or ownership status regarding hazardous substances under CERCLA, RCRA and equivalent state law.

KTC shall hold harmless, indemnify, and defend SEAL Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property,

regardless of the cause, unless due to the negligence of the Indemnified Parties; (b) the obligations specified in this Easement; and (c) the existence or administration of this Easement.

13. **Amendment.**

If circumstances arise under which an amendment to or modification of the Easement would be appropriate, KTC and SEAL Trust may jointly amend the Easement, provided that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code or AS 34.17.010 *et seq.* Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be recorded in the Petersburg Recording District, First Judicial District, Alaska.

14. **Extinguishment.**

a. If circumstances arise in the future which render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

b. In granting this Easement, KTC has considered that (1) use of the Property that is expressly prohibited by this Easement, or any other use determined to be inconsistent with the purpose of this Easement may become greatly more economically valuable than permitted uses, and (2) neighboring properties may, in the future, be put entirely to uses that are not permitted by this Easement. KTC has concluded that any such changes will increase the public benefit of continuation of this Easement and it is the intent of KTC and SEAL Trust that such changes should not be construed as circumstances justifying the modification, termination or extinguishments of this Easement. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its modification, termination or extinguishment.

c. Notwithstanding subsections a and b above, if KTC (1) fails to promptly remove or remediate any hazardous substances or conditions discovered upon the Property, the existence of which may expose the public to harm or SEAL Trust or its employees, board members or agents to legal liability, or (2) fails to defend or hold SEAL Trust and its directors, officers, employees, agents and contractors harmless from legal liability on account of hazardous substances or conditions on the Property (unless the legal liability is the result of acts of SEAL Trust), SEAL Trust may terminate its rights and obligations under this Agreement after giving KTC a reasonable time to locate a substitute trustee.

15. **Condemnation.**

If all or any of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so

as to terminate this Easement, in whole or in part, KTC and SEAL Trust shall act jointly to recover the full value of the interest in the Property subject to the taking or in lieu purchase. All expenses reasonably incurred by SEAL Trust and KTC in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

16. **General Provisions.**

a. Third Parties. The Parties agree that this Easement is not intended, and shall not be construed, to create any third party beneficiary relationship and that nothing in this Easement shall be construed as creating any rights of enforcement by any other person or entity that is not a party to this Easement.

b. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Alaska. Venue for any proceeding arising out of this Easement shall be in the First Judicial District at Juneau, Alaska.

c. Recordation. SEAL Trust shall record this instrument in a timely fashion in the Office of the Recorder, Petersburg Recording District, and in any other appropriate jurisdictions and may re-record it at any time as may be required to preserve its rights in this Easement. Failure to comply with this provision shall not invalidate the terms of this Easement.

d. Construction. This Easement shall be construed so as to effect the purpose for which it was granted to SEAL Trust. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this Easement. No rule of construction that ambiguities are to be resolved against the drafting party shall be applied to interpretation of this Easement.

e. Severability. If any material provision of this Easement, or any application thereof is found to be invalid or unenforceable, then the Parties will negotiate in good faith such reasonable modifications of this Easement as are necessary to protect the duties, rights and interests of the Parties under this Easement and to carry out the intent of this Easement. The remainder of the provisions of this Easement, or the application of such provisions to persons or circumstances other than those to which it is found invalid, shall not be affected.

f. Remedies Cumulative. No remedy or election given by any provision of this Easement shall be deemed exclusive unless so stated, but it shall, whenever possible, be cumulative with all other remedies at law or in equity.

g. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to the transfer shall survive transfer.

h. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each

counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the two counterparts produced, the recorded counterpart shall be controlling.

i. No Warranty. SEAL Trust does not and has not made any warranty as to the tax or legal effects of the granting of this Easement and has advised KTC to seek such advice independently. KTC is responsible for independently seeking professional advice and assumes all risk of proceeding without such advice.

j. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by the parties to this Easement.

17. **Schedule of Exhibits**

a. Site Map(s), including the ____, 2001 map prepared by R&M Engineering.
b. Gunnuk Creek Hatchery buildings and footprints.
c. Gunnuk Hatchery lease, dated _____.

DATED, this ___ day of May, 2001.

Kake Tribal Corporation

By: Samuel Jackson

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10th day of May, 2001, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Samuel Jackson, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and after being first duly sworn according to law acknowledged to me under oath that he is the President of Kake Tribal Corporation, a corporation organized under the laws of the State of Alaska, that he has been authorized by said corporation to execute the foregoing instrument on its behalf and he/she executed the same freely and voluntarily as the free act and deed of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC for the State of Alaska
My Commission Expires: June 5, 2002

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DATED, this 11th day of May, 2001.

Southeast Alaska Land Trust

By: Mike Grummett

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of May, 2001, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Mike Grummett, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and after being first duly sworn according to law acknowledged to me under oath that he is the Vice-President of Southeast Alaska Land Trust, a corporation organized under the laws of the State of Alaska, that he has been authorized by said corporation to execute the foregoing instrument on its behalf and he/she executed the same freely and voluntarily as the free act and deed of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

STATE OF ALASKA
OFFICIAL SEAL
Debora Roberts-Jones
NOTARY PUBLIC
My Commission Expires 8/6/03

NOTARY PUBLIC for the State of Alaska
My Commission Expires: 8/6/03

DATED, this 10th day of May, 2001.

Kake Non-Profit Fishery Corporation
d/b/a Gunnuk Creek Hatchery

By:

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10th day of May, 2001, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marvin Kadake, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and after being first duly sworn according to law acknowledged to me under oath that he/she is the President of Non Profit, a corporation organized under the laws of the State of Alaska, that he/she has been authorized by said corporation to execute the foregoing instrument on its behalf and he/she executed the same freely and voluntarily as the free act and deed of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC for the State of Alaska
My Commission Expires: June 5, 2002

WHEN RECORDED RETURN TO:

DILLON & FINDLEY
350 N. FRANKLIN
JUNEAU, AK 99801

PETERSBURG RECORDING DISTRICT
000503
2001 JUN -6 A 10 15
REQUESTED BY
Dillon & Findley

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