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# 2024-036534-0

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Anchorage Recording District

After Recording Return to: The Great Land Trust, Inc. P.O. Box 101272 Anchorage, Alaska 99510-1272

### POTTER MARSH WATERSHED PARK CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT dated <u>December</u> 30, 202 (the "Easement Date") is by and between the Municipality of Anchorage ("Owner"), a municipal corporation organized and existing under its charter and laws of the State of Alaska, whose mailing address is P.O. Box 196650, Anchorage, Alaska 99519-6650, and The Great Land Trust, Inc. ("Holder"), an Alaska non-profit corporation qualified to do business in Alaska, whose mailing address is P.O. Box 101272, Anchorage, Alaska 99510-1272.

### 1.01 Property

Owner is the sole owner in fee simple of the property legally described in Exhibit "A" (the "Property"), which exhibit is incorporated herein by this reference. The Property is also described as:

| Municipality: | Municipality of Anch | orage              |
|---------------|----------------------|--------------------|
| Tax ID #s:    | 020-091-12-000,      | 020-181-61-000,    |
|               | 020-182-02-000,      | 020-182-03-000,    |
|               | 020-182-04-000,      | 020-182-05-000,    |
|               | 020-182-06-000,      | 020-182-07-000,    |
|               | 020-182-08-000,      | 020-182-09-000,    |
|               | 020-182-10-000,      | and 020-201-25-000 |

State:

Alaska

Recording District:

301 - Anchorage

Owner owns the affirmative rights to identify, preserve, and protect in perpetuity the Property's significant relatively natural, scenic and open space features and values that are worthy of preservation ("Conservation Values," described in Section 1.04), and Owner desires and intends to transfer such rights to Holder by granting this Conservation Easement (as more fully defined in Section 2.01).

# 1.02 Easement Map

Attached as Exhibit "B" and incorporated herein by this reference, is a survey or other graphic depiction of the Property (the "Easement Map") showing, among other details, the following: (a) The location of one or

more of the following areas – the Resource Protection Area and the Limited Development Area(s); and (b) the GCI Parcels and HLB Parcels which were separately acquired and whose protection was funded with separate sources and funding requirements.

# 1.03 Contributions to Permanent Protection of the Property

In recognition of the importance of the Property, and the conservation benefits of permanent protection of its conservation values, including forest and woodland resources, wildlife resources, water resources and ecosystem services, open space characteristics, and recreation and education opportunities for the public, the acquisition of the Property, its establishment as the Potter Marsh Watershed Park, and its permanent protection under this Conservation Easement has been funded through federal grants and local and non-profit match.

That certain appraisal of the GCI Parcels prepared by MacSwain Associates LLC, dated May 1, 2024 (the "GCI Parcels Appraisal") on file with Holder, determined the fair market value of the GCI Parcels unencumbered by this Conservation Easement to be \$3,800,000.00 ("Appraised Value of the GCI Parcels"). The GCI Parcels were acquired and set aside as protected lands with federal and other funds, in the following levels of participation:

- (a) North American Wetlands Conservation Act ("NAWCA") funding, pursuant to that Grant Agreement between the U.S. Fish and Wildlife Service ("USFWS") and Holder, dated September 11, 2024, Grant No. F24AP01314-00, "Upper Cook Inlet: Potter Marsh Watershed", in the amount of \$870,000.00, representing 22.90% of the Appraised Value of the GCI Parcels;
- (b) National Coastal Wetlands Conservation Grant ("NCWCG") Phase I funding, pursuant to that Notice of Award for National Coastal Wetland Conservation Grant No. F22AP01051-00 issued by USFWS to the State of Alaska, Department of Natural Resources for the Potter Marsh Watershed Conservation Project, Phase I, in the amount of \$965,000.00, representing 25.40% of the Appraised Value of the GCI Parcels;
- (c) NCWCG Phase II funding, pursuant to that Notice of Award for National Coastal Wetland Conservation Grant No. F23AP00731-00 issued by USFWS to the State of Alaska, Department of Natural Resources for the Potter Marsh Watershed Conservation Project, Phase II, in the amount of \$965,000.00, representing 25.40% of the Appraised Value of the GCI Parcels;
- (d) U.S. Department of Agriculture ("USDA") Forest Service Community Forest Program ("CFP") funding, pursuant to USDA Forest Service Agreement No. 22-DG-11100106-817, titled "Potter Marsh Watershed Community Forest", issued to Owner, in the amount of \$600,000.00, representing 15.79% of the Appraised Value of the GCI Parcels; and
- (e) Holder "bargain sale" match in the amount of \$400,000.00 (\$232,000 match for NAWCA funding, \$84,000 match for NCWCG Phase I funding, and \$84,000 match for NCWCG Phase II funding), representing 10.53% of the Appraised Value of the GCI Parcels (6.11% match for NAWCA funding, 2.21% for NCWCG Phase I funding, and 2.21% for NCWCG Phase II funding).

That certain appraisal of the HLB Parcels prepared by MacSwain Associates LLC, dated November 19, 2024 (the "HLB Parcels Appraisal") on file with Holder, determined the fair market value of the HLB Parcels unencumbered by this Conservation Easement to be \$1,930,000.00 ("Appraised Value of the HLB Parcels"). The HLB Parcels were set aside as protected lands of the Owner by a deed restriction as local match for federal funding of acquisition and protection of the GCI Parcels, at the following level of participation:

- (f) USDA Forest Service CFP funding, pursuant to USDA Forest Service Agreement No. 22-DG-11100106-817, titled "Potter Marsh Watershed Community Forest", issued to Owner, in the match amount of \$600,000.00, representing 31.09% of the Appraised Value of the HLB Parcels;
- (g) NCWCG Phase I funding, pursuant to that Notice of Award for National Coastal Wetland Conservation Grant No. F22AP01051-00 issued by USFWS to the State of Alaska, Department of Natural Resources for the Potter Marsh Watershed Conservation Project, Phase I, in the match amount of \$400,000.00, representing 20.73% of the Appraised Value of the HLB Parcels; and
- (h) NCWCG Phase II funding, pursuant to that Notice of Award for National Coastal Wetland Conservation Grant No. F23AP00731-00 issued by USFWS to the State of Alaska, Department of



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Natural Resources for the Potter Marsh Watershed Conservation Project, Phase II, in the match amount of \$464,820.00, representing 24.08% of the Appraised Value of the HLB Parcels.

That certain appraisal of the value of the conservation easement over the HLB Parcels prepared by MacSwain Associates LLC, dated November 19, 2024 (the "HLB Parcels Appraisal") on file with Holder, determined the value of this Conservation Easement over the HLB Parcels to be \$1,835,000.00 ("Appraised Value of the Conservation Easement over the HLB Parcels"). The HLB Parcels were set aside through this Conservation Easement as protected lands of the Owner, which Conservation Easement serves as local match for federal funding of acquisition and protection of the GCI Parcels, at the following levels of participation:

NAWCA funding, pursuant to that Grant Agreement between USFWS and Holder, dated September 11, 2024, Grant No. F24AP01314-00, "Upper Cook Inlet: Potter Marsh Watershed", in the match amount of \$370,180.00, representing 20.17% of the Appraised Value of the Conservation Easement over the HLB Parcels.

The requirements of the federal grants, including the consequences of a sale or conversion to uses inconsistent with the purpose of the federal grants, are memorialized in four notices of federal participation (for NCWCG funding) and four notices of grant requirements (two for NAWCA funding and two for CFP funding) recorded in the Anchorage Recording District concurrently with the recording of this Conservation Easement.

#### 1.04 **Conservation Values**

The Property contains Conservation Values that are of great value to Owner, the residents of the Municipality of Anchorage, and the State of Alaska in general, and are worthy of preservation, which are relatively natural habitat, scenic open space, and recreation and education. The Property is of sufficient size and character that its Conservation Values are likely to remain intact and become even more important as neighboring properties are developed.

(a) Relatively Natural Habitat: The Property contains relatively natural habitat including topographically diverse terrain consisting of upland forest, open meadows, riverine, riparian, and wetland areas that directly contribute to the health of the ecosystems in the region.

Forest and Woodland Resources. The Property consists of a large intact forested and woodland area that promotes biological diversity, allowing for the growth of a healthy and contiguous resource. The Property's continuous canopy and mosaic of native vegetation communities, including trees, shrubs, wildflowers, and grasses, supports wildlife habitat and provides vital corridors for wildlife migration. The forested riparian buffers play an essential role in protecting the water quality that supplies the downstream ecosystems. The Property provides the forested scenic backdrop to adjacent Potter Marsh.

Wildlife Resources. The Property provides suitable habitat for wildlife species including moose, bear, fox, snowshoe hare, and other Native Species. The combination of forested uplands. meadows, riparian corridors, streams, seeps, and wetlands provides a diverse mosaic of natural habitats that support breeding, nesting, rearing, and foraging for multiple species of birds and wildlife with different habitat requirements, including resident and migratory Native Species such as great horned owl, rusty blackbird, varied thrush, and black-capped chickadee.

Water Resources. The Property is a complex area of uplands, wetlands, and streams on a westsouthwest-facing slope that directs groundwater from the slopes of the Chugach Mountains to Potter Marsh, Little Survival Creek, Potter Creek, and then to Cook Inlet. Springs and seeps emerge throughout the Property. The wetlands and riparian areas created by the seeps, springs, and streams provide exceptional habitat for birds and mammals throughout the Property.

Contributions to the Health of the Surrounding Ecosystems. The water resources on the Property have a critical hydrologic connection to wetlands, including Potter Marsh in the



Anchorage Coastal Wildlife Refuge. The Property includes three recharge sources for Potter Marsh: naturally occurring channelized flow, surface runoff and overland flow, and subsurface flow that maintains the Potter Marsh water table or crupts in springs adjacent to and within Potter Marsh. The Property directly contributes to the hydrological function and health of Potter Marsh's nesting, feeding, rearing, and resting habitat for migratory and coastal-dependent birds and a productive Pacific salmon spawning habitat. The salmon in turn provide a food source for the Cook Inlet beluga whales. The Property also provides an important natural habitat connection from Chugach State Park in the Chugach Mountains to the Anchorage Coastal Wildlife Refuge on the shores of Cook Inlet.

- (b) Open Space: The Property is a large tract of undeveloped land containing a scenic viewshed of contiguous naturally forested uplands. The Property is visible by the public from all directions and provides a unique scenic backdrop of high importance for the adjacent Potter Marsh in the Anchorage Coastal Wildlife Refuge and for the Seward Highway, which is a designated USDA Forest Service Scenic Byway, Alaska Scenic Byway, and All-American Road, and for the Alaska Railroad. The Property is part of a significant regional landscape that attracts tourism to Anchorage and development of the Property would lead to or contribute to degradation of the scenic, natural, and historic character of the area. Views from the Property encompass the Anchorage Coastal Wildlife Refuge, Turnagain Arm, and the northern portion of the volcanic Aleutian arc.
- (c) Recreation and Education: The Property provides outdoor recreational and educational opportunities for the public. The forested uplands provide excellent opportunities for Passive Recreation trails for traversing the Property to appreciate the natural environment and scenic views. The expansive views to and from the Property, the topography, and the diversity of ecosystems support Passive Recreation year-round. The Property's unique geologic formations, multiple habitat types, and views of the surrounding area provide excellent opportunities for educational activities. The Property is located directly adjacent to Potter Marsh, which is one of Anchorage's most popular destinations for wildlife viewing and Passive Recreation, and to Chugach State Park, another popular destination for recreation. The Property's location, adjacencies, and undeveloped status provide opportunities for future connections to local and regional trail networks.

# 1.05 Conservation Purposes

By this grant, the Owner imposes a conservation servitude (the "Conservation Easement") on the Property to protect in perpetuity its Conservation Values. This Conservation Easement provides different levels of protection for the Resource Protection Area and Limited Development Area(s), shown on the Easement Map, so as to achieve the protection objectives and goals (collectively, the "Conservation Purposes") for the Property set forth below:

# (a) Protection Objectives

(i) Relatively Natural Habitat. This Conservation Easement retains the Property predominantly in its existing condition as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," (as that phrase is used in Code section 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law). This Conservation Easement seeks to protect the quality of relatively natural habitat on the Property, including specifically the following natural resources, which are more fully described in the Baseline:

Forest and Other Vegetative Resources. This Conservation Easement seeks to perpetuate and foster the growth of a healthy and unfragmented forest; to maintain a continuous canopy of vegetation with multi-tiered understory of trees, shrubs, wildflowers and grasses; to maintain watershed functions and support healthy ecosystem processes; and to trap air pollution particulates for healthier air and sequester carbon in trees and soil in order to mitigate rising atmospheric carbon levels.

Wildlife Resources. This Conservation Easement seeks to maintain and improve the quality of wildlife habitat; to protect breeding sites; to promote biodiversity and Native Species; to preserve large intact areas of wildlife habitat, and to connect patches of wildlife habitat and secure migration corridors. Migration corridors enable birds and wildlife to move to meet nutritional and



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reproductive needs and facilitate the migration of species in response to changes in environmental conditions. Large habitat patches typically support greater biodiversity than small patches.

Riparian, Wetland and Other Water Resources. This Conservation Easement seeks to maintain and improve the quality of riparian, wetland and other water resources within, around and downstream of the Property. Protecting riparian, wetland and other water resources also helps preserve habitat for Native Species dependent on these water resources.

- Open Space. This Conservation Easement will retain the Property forever in a predominantly (ii) open space condition for the scenic enjoyment of the public and to yield a significant public benefit. The Conservation Easement seeks to protect the following open space resources on the Property, which are more fully described in the Baseline:
  - Scenic Resources. This Conservation Easement seeks to preserve the relationship of scenic resources within the Property to natural and scenic resources in its surrounds and to protect scenic vistas visible from public rights-of-way and other public properties in the vicinity of the Property.
- (iii) Recreation and/or Educational Uses. This Conservation Easement preserves the Property for outdoor Passive Recreation by, or the education of, the general public. This Conservation Easement seeks to facilitate outdoor recreation and education by providing for public access onto and within the Property.
- Compatible Land Use and Development. Certain areas have been sited within the Property as (iv) Limited Development Area(s) to accommodate existing and future development, taking into account the entirety of the natural potential of the Property as well as its scenic resources. Owner and Holder have determined that Construction and maintenance of Improvements within the Limited Development Area(s) is consistent with protection of the Conservation Values, as more specifically described in the Baseline.

### (b) Goals

- (i) Resource Protection Area. This Conservation Easement seeks to protect natural resources within the Resource Protection Area and scenic views of and across the Property by limiting and locating development and uses within this area so as to promote and maintain a mostly undisturbed state.
- Limited Development Area(s). This Conservation Easement seeks to promote compatible land (ii) use and development within the Limited Development Area(s) so that they will be available for certain activities, uses and Additional Improvements subject to the minimal constraints necessary to achieve the Conservation Purposes outside the Limited Development Area(s).

#### 1.06 Qualified Holder

Holder is a private, non-profit organization, organized to protect and conserve natural areas, ecologically significant land, and forest, agricultural, and open space land for scientific, charitable and educational purposes, and is a "holder" under the Conservation Easement Act and is a "qualified organization" within the provisions of Section 170(h) of the Code, qualified to acquire and hold conservation easements and meets the requirements of the Code as a Section 501(c)(3) exempt organization. Holder has the commitment to protect the conservation purposes of this Conservation Easement, and the resources to enforce the restrictions hereof.

#### 1.07 State Policy Concerning Conservation Easements

The State of Alaska has recognized the importance of private efforts toward the preservation of the identified Conservation Values in the State by enactment of the Conservation Easement Act.

#### 1.08 Structure of Conservation Easement

This Conservation Easement is divided into nine Articles. Article II contains the grant of easement and addresses items related to establishment of grant. Articles III, IV and V contain the restrictions on the use and development of the Property imposed by the Owner on the Property. In Article VI the Owner grants to Holder and holders of third party rights of enforcement (if any) certain rights to enforce the restrictions in perpetuity against all Owners of the Property ("Enforcement Rights"). Article VI also contains the procedure for Review applicable to those items permitted subject to Review under Articles III, IV, and V. Article VII details the procedures for exercise of Enforcement Rights. Article VIII contains provisions generally applicable to both



Owner and Holder. The last Article, entitled "Glossary," contains definitions of capitalized terms used in this Conservation Easement and not defined in this Article I.

# Article II. Grant; Items Related to Establishment of Conservation Easement

### 2.01 Grant

In consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to the laws of the State of Alaska and in particular the Conservation Easement Act, the Owner hereby grants, transfers, and conveys to the Holder, its successors and assigns, a perpetual conservation easement (the "Conservation Easement") as to the Property, including any interest in the Property (such as an interest in the subsurface estate of the Property) thereafter acquired by Owner.

# 2.02 Items Related to Establishment of Conservation Easement

# (a) No Activities or Uses Inconsistent with Conservation Purposes Permitted

The Owner covenants that no activities or uses shall be permitted on the Property that are (i) inconsistent with the Conservation Purposes of this Conservation Easement; or (ii) consistent with such Conservation Purposes, but are destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the Conservation Purposes that are protected hereunder.

# (b) Baseline Documentation Report

The Owner and Holder have signed an acknowledgement certifying that the report (the "Baseline") incorporated herein by this reference, is an accurate representation of the uses, natural resources and condition of the Property as of the Easement Date. A copy of this signed acknowledgement is attached as Exhibit "C" and incorporated herein by this reference. There are two original, signed copies of the Baseline; one was provided by Holder to the Municipality of Anchorage, and one is kept on file by Holder. The Baseline describes Existing Improvements; it identifies the Conservation Values of the Property described in the Conservation Purposes; and it includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date. Owner understands that the Baseline will be used by Holder to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement.

### (c) Public Benefit

The Owner has entered into this Conservation Easement to provide a significant public benefit. In addition to the public benefits described in the Conservation Purposes, the Baseline identifies other factual information supporting the significant public benefit of this Conservation Easement.

# Article III. Transfer; Subdivision

### 3.01 Transfer

### (a) Notice Required

Not less than thirty (30) days prior to transfer of the Property or any Lot, Owner must notify Holder of the name(s) and address for notices of the Persons who will become an Owner following the transfer.

### (b) Prior to Transfer

Owner authorizes Holder to (i) contact the Persons to whom the Property or Lot will be transferred, and other Persons representing Owner or the prospective transferees, to discuss with them this Conservation Easement and, if applicable, other pertinent documents; and (ii) enter the Property to assess compliance with this Conservation Easement.

### (c) Ending Continuing Liability

An Owner who transfers title to the Property shall be released from any continuing liability under this Conservation Easement if (i) Holder has received written notice of the pending transfer no less than 30 days prior to the transfer, and (ii) Holder inspects the Property and reports no violation observed during such inspection. An Owner who has transferred title to the Property in a circumstance under which one or



6 of 38 301-2024-036534-0 both of the preceding conditions for release has not been met shall remain liable on a joint and several basis with the Owner to whom title was transferred for the correction of violations, discharges, or other obligations of Owner under this Conservation Easement; provided that the transferring Owner shall be released from any continuing liability under this Conservation Easement at such subsequent date on which Holder inspects the Property and reports no violations observed during such inspection. If Holder fails to inspect the Property and report the results of its inspection within thirty (30) days following receipt of notice of request to inspect in the context of a transfer (whether notice is given before or after the date of the transfer), Owner shall be released to the same extent as if the Holder had inspected the Property and reported no violation observed during the inspection.

# 3.02 Ownership

The Property shall remain in single or unified ownership, which may be joint or undivided, except as set forth in Section 3.04(b).

# 3.03 General Prohibitions on Transfers, Subdivision and Other Changes to the Property

No transfer of a Lot independent of the remainder of the Property, no change in the boundary of any Lot, and no other Subdivision is permitted, except as set forth below.

# 3.04 Permitted Changes to the Property

The following changes to the Property are permitted. Under any of these circumstances, the terms of this Conservation Easement would still apply to the Property.

# (a) Lots within Property

If the Property contains more than one Lot, Subdivision to (i) merge two or more Lots into one; or (ii) subject to Review, reconfigure any one or more of the boundaries of such Lots except a boundary of the Property as described in Exhibit "A."

# (b) Transfer to Qualified Organization

Subject to Review, creation of a Lot or other interest for transfer to a Qualified Organization for park, nature preserve, public trail or other conservation purposes approved by Holder after Review.

# (c) Transfer of Rights of Possession or Use

Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Property, including subsurface portions of the Property, for purposes permitted under, and subject to compliance with, the terms of this Conservation Easement. Leases of space within Improvements are not subject to Review.

# 3.05 Requirements Concerning Changes to the Property

# (a) Establishment of Lots; Allocations

Prior to transfer of a Lot following a Subdivision, Owner must (i) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Conservation Easement. This information will become part of the Baseline incorporated into this Conservation Easement.

### (b) Amendment

Holder may require Owner to execute an Amendment of this grant to reflect any change to the description of the Property set forth in Exhibit "A" or any other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

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#### Article IV. **Improvements**

#### 4.01 **General Prohibition on Improvements**

Improvements within the Property are limited to those permitted below in this Article. All permitted Improvements may be maintained, repaired, and replaced within their designated areas, except as specifically noted below or unless Holder, without any obligation to do so, approves the replacement of the Improvement outside of its designated area upon Review.

#### 4.02 Permitted Within Resource Protection Area

The following Improvements are permitted within the Resource Protection Area:

# (a) Existing Agreements

Improvements under Existing Agreements are permitted.

# (b) Existing Improvements

Any Existing Improvement may be maintained, repaired or replaced in its existing location, so long as it is consistent with maintenance or attainment of the Conservation Purposes. Improvements intended for recreational motorized use are not considered consistent with the maintenance or attainment of the Conservation Purposes.

While trails, including the Belarde and Moen Homestead trails, depicted on Exhibit "B" and documented in the Baseline as existing on the Property as of the Easement Date, may be maintained, repaired, or replaced as Existing Improvements, they are not currently in use as an access for motor vehicles and are not intended to be used as a means for motorized travel on or through the Property except as provided in Section 5.04(b).

All Existing Improvements as of the Easement Date are described in the Baseline. Existing Improvements may be expanded, improved or relocated if the expanded, improved or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.

### (c) Additional Improvements Not Subject to Review

The following Additional Improvements are permitted, so long as they are consistent with the Conservation Purposes and are not intended to promote uses inconsistent with maintenance of the Conservation Values:

- (i) Regulatory and Educational Signs.
- Habitat enhancement devices such as bird houses or bat houses. (ii)
- (iii)
- (iv) Park-style trash receptacles meant for trash disposal that are wildlife-proof.
- (v) Any structures used to control access if allowed in Section 5.03 of this Conservation Easement.
- (vi) Trails, designed and constructed for Passive Recreation and Non-Motorized Use. Trails and all other related Improvements allowed in Section 4.02(c)(vi) and 4.02(d) should be limited in density and in impacts on the Property's Conservation Values to avoid habitat fragmentation and to support Passive Recreation and shall be located to protect sensitive habitat in the Resource Protection Area.
  - Trails shall be soft surface and may be covered (if at all) by wood chips, gravel, or another similar highly porous natural material surface.
  - Trails shall be designed and constructed so that the tread does not exceed thirty-six (36) inches in width and the total trail clearance does not exceed seventy-two (72) inches in width. In exceptional circumstances, where necessary for safety and visibility, the total trail clearance may be increased to a maximum of ninety-six (96) inches in width.
  - The Gasline, Belarde, and Moen Homestead trails, documented in the Baseline as existing on the Property as of the Easement Date, may be maintained, repaired, and replaced per Section 4.02(b), and also may be expanded to include a tread not to exceed ninety-six (96) inches in width and a total trail clearance not to exceed one hundred and thirty-two (132) inches in width.

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- 4) Trails should be constructed in a manner that does not unnecessarily augment the natural grade, such as with embankments, dirt jumps, or ramps, or Improvements that are not required for accessibility or Conservation Purposes.
- Trails are to be designed and constructed, to the extent reasonably feasible, to avoid Wet Areas. Trail Improvements constructed in Wet Areas are subject to Review, as provided in Section 4.02(d)(i).

# (d) Additional Improvements Subject to Review

The following Additional Improvements are permitted subject to Review:

- (i) If trails must cross Wet Areas, a footbridge, boardwalk, or other appropriate Improvement shall be constructed to allow for crossing in a manner that minimizes impacts to the Conservation Values. The width and design of these Improvements such as footbridges, boardwalks, steps, stream crossing structures, and stream access structures should match the design and intent of the connecting trail or Improvement.
- (ii) One (1) connector trail may be designed and constructed between the Golden View Drive Limited Development Area and the Moen Homestead Trail, and one (1) connector trail may be designed and constructed between the Bettijean Street Limited Development Area and the Belarde Trail. Each of these two connector trails shall meet the conditions listed in Section 4.02(c)(vi), except that each of these two connector trails may be designed and constructed to the widths allowed in Section 4.02(c)(vi)(3).
- (iii) One (1) bluff trail, or Turnagain Arm Trail connection, or Coastal Trail connection, with related Improvements such as wide paved surfaces, retaining walls, additional grading, cantilevered boardwalk or platform, or stairs, that do not meet the conditions listed in Section 4.02(c)(vi) may be allowed if Holder, without any obligation to do so, approves after Review.
- (iv) Fences, walls, gates, or similar barrier structures. If possible, the Improvement should be designed to allow for wildlife passage and so that the scenic views over and across the Property described in the Conservation Values are obscured to the smallest possible degree. These Improvements are not subject to Review when constructed in the Limited Development Area.
- (v) Berms, landscape treatments, or other similar Improvements necessary for Restoration projects, so long as they protect or maintain Conservation Values.
- (vi) Improvements designed to protect the Conservation Values of the Property.
- (vii) Viewing overlooks or other associated Improvements to provide viewing of Potter Marsh or other scenic, natural features. Viewing overlooks or other associated Improvements shall be limited in size and shall be located to protect sensitive habitat in the Resource Protection Area and scenic views of the Property. The Improvements should be designed and constructed in a manner that blends with the natural setting and is appropriate for protecting the scenic views of the Property.
- (viii) Utility Improvements serving activities, uses, and Improvements permitted within a Limited Development Area, but only if there is no other reasonably feasible means to install entirely within one of the Limited Development Areas. These Improvements must be underground or where not reasonably feasible to be installed underground then the aboveground utility should be designed so that the scenic views over and across the Property described in the Conservation Values are obscured to the smallest possible degree. Improvements such as towers or wind turbines are not permitted.

# 4.03 Permitted Within Limited Development Area(s)

The following Improvements are permitted within Limited Development Area(s):

# (a) Permitted under Preceding Sections

Any Improvement permitted under a preceding section of this Article is permitted in the Limited Development Areas in the same manner as permitted in the preceding section.

# (b) Additional Improvements Not Subject to Review

The following Additional Improvements are permitted:

 Improvements necessary or useful to promote or support Passive Recreation activities, such as paved parking lots; Access Drives; landscape treatments; restrooms or other similar facilities;



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- kiosks; picnic tables; pavilions or other similar structures; viewing overlooks; a park host camping spot or caretaker cabin and accessory Improvements; and any other similar Improvement.
- Trails for Non-Motorized Use, of any cleared width, designed with any type of surface, such as (ii) paved trails.
- (iii) Utility Improvements, including for Renewable Energy, servicing activities, uses or Improvements permitted within the Limited Development Areas. Improvements that obscure scenic views, such as wind turbines or telecommunications towers, are not permitted. Outdoor lighting should be designed to limit light pollution and impacts on the nighttime scenic views of the Property.

#### Activities; Uses; Disturbance of Resources Article V.

#### 5.01 **Prohibition**

Activities and uses are limited to those permitted below in this Article and provided in any case that the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of the Conservation Purposes. All other activities and uses on the Property, including the intentional introduction of Invasive Species, are prohibited unless Holder, without any obligation to do so, approves such additional activities and uses upon Review.

#### 5.02 Density Issues under Applicable Law

(a) Promoting Development outside the Property

Owner shall not use the Property nor the grant of this Conservation Easement under Applicable Law to increase density or intensity of use or otherwise promote the development of lands outside the Property.

(b) Transferable Development Rights

Owner shall not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under Applicable Law.

#### 5.03 Control of Access to Property

Owner may control access to the Property (subject to the terms and conditions of this Conservation Easement) and attempt to prevent unwanted access on the Property. In so doing, Owner may make use of fences, road grating, gates, boulders, slash or other generally accepted management forms, barriers, structures or signage to control access to the Property, so long as such efforts minimize impacts to Conservation Values to the greatest extent practicable, such as by allowing passage for wildlife, and so long as any Improvements needed to do so are allowed in Article IV.

#### 5.04 Permitted Within Resource Protection Area

The following activities and uses are permitted within the Resource Protection Area:

# (a) Existing Agreements

Activities, uses and Construction under Existing Agreements are permitted (except where such Existing Agreements are subordinated by contemporaneous agreement to the terms and conditions provided in this Conservation Easement).

# (b) Disturbance of Resources Not Subject to Review

- Removal and disturbance of earthen materials and vegetative resources where Improvements are permitted within the Resource Protection Area, or in the vicinity of such Improvements when necessary for the Construction thereof, but only to the extent reasonably necessary and with Restoration of disturbed areas as soon as reasonably feasible by replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
- Disturbance of resources within the Resource Protection Area for purposes reasonably related to (ii) activities or uses permitted within the Resource Protection Area.
- Vehicular use by the Owner for Construction or maintenance, in connection with Improvements, (iii) activities or uses permitted within the Resource Protection Area, on trails.



- (iv) Vehicular use in cases of emergency. Owner must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (v) Cutting trees, Construction or other disturbance of resources, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of trees or Native Species on or about the Property. Owner must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (vi) Removal of Invasive Species. Removal should be, to the greatest extent practicable, done by hand or with the use of non-mechanized tools. If removal is large scale or involves the use of chemicals, it is subject to Review.
- (vii) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
- (viii) Resource management activities conducted in accordance with a Resource Management Plan approved by Holder through the Review process. Holder will not approve a plan that is inconsistent with maintenance or attainment of the Conservation Purposes.
- (ix) Cultural investigation and documentation activities, including necessary excavation, of house pits, cache pits, or grave sites, so long as these activities are completed pursuant to Applicable Law and either 1) included within a Cultural Resources Management Plan completed by Owner or its agent(s) and approved by Holder prior to any such activities taking place, or 2) result in surface disturbance of not more than three feet in depth and eight feet in diameter and are limited in number such that they do not negatively impact Conservation Values.

# (c) Disturbance of Resources Subject to Review

- (i) Removal of vegetative resources, including trees, in the immediate vicinity of viewing overlooks or benches to improve views, so long as the removal is limited to avoid erosion and to otherwise protect Conservation Values.
- (ii) Any uses that protect Conservation Values, including Restoration activities.

# (d) Release and Disposal Not Subject to Review

(i) Piling of brush and other vegetation to the extent reasonably necessary to accommodate Construction, activities or uses permitted within the Resource Protection Area.

# (e) Release and Disposal Subject to Review

(i) Application of chemicals to control Invasive Species, or to promote health and growth of vegetation, in accordance with manufacturer's recommendations, Best Management Practices, and Applicable Law. Use of chemicals is only allowed as a last resort when other efforts would not be successful, and only the least toxic substances available should be used.

# (f) Other Activities Not Subject to Review

(i) Passive Recreation and open space activities such as walking, biking, horseback riding on trails, cross-country skiing, bird watching, nature study or appreciation, berry picking, or educational or scientific activities consistent with and in furtherance of the Conservation Purposes that: 1) do not require Improvements beyond what is allowed pursuant to Article IV; 2) do not materially and adversely affect maintenance or attainment of the Conservation Purposes or the scenic views and other values described in the Conservation Values and; 3) do not require motorized vehicular use.

# 5.05 Permitted Within Limited Development Area(s)

The following activities and uses are permitted within the Limited Development Area(s):

### (a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within the Limited Development Area(s).



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# (b) Disturbance of Resources Not Subject to Review

- Generation of Renewable Energy and transmission of such energy for use in the Limited Development Area, if and to the extent Improvements for that purpose are permitted under Article IV.
- (ii) Disturbance of resources within the Limited Development Area for purposes reasonably related to Improvements, activities, or uses permitted within the Limited Development Area.
- Cutting or removal of trees to the extent reasonably prudent for Construction purposes and to (iii) remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of trees or Native Species on or about the Property.
- (iv) Vehicular use for Construction or maintenance, in connection with Improvements, activities or uses permitted within the Limited Development Area.

# (c) Release and Disposal Not Subject to Review

- Disposal of sanitary sewage effluent in a manner consistent with Applicable Law from Improvements permitted within the Limited Development Area.
- Other piling of materials and non-containerized disposal of substances and materials but only if (ii) such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Limited Development Area; and does not adversely affect the Conservation Purposes applicable to the Limited Development Area including those pertaining to scenic views, water quality, and protection of wildlife and their habitat.

# (d) Residential and Other Uses Not Subject to Review

- Residential use associated with a park host site or caretaker cabin.
- (ii) Vehicular use in connection with activities or uses permitted within the Limited Development Area.

#### 5.06 Amendments to Address Changes Over Time

Owner and Holder acknowledge that natural conditions, landscapes, consistent uses, and technologies may change over time. Given this fact, Owner and Holder recognize that circumstances could arise that justify Amendment of certain of the terms, covenants, or restrictions contained in this Conservation Easement. To this end, Owner and Holder have the right to agree to Amendments of this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of the Holder, such Amendment meets the requirements of Holder on Amendments provided for in Section 6.03(a) below. Nothing in this section shall require Owner or Holder to agree to any Amendment.

#### Article VI. Rights and Duties of Holder

#### 6.01 Grant to Holder

# (a) Grant in Perpetuity

By signing this Conservation Easement and unconditionally delivering it to Holder, the Owner, intending to be legally bound, grants and conveys to Holder a conservation easement over the Property in perpetuity for the purpose of administering and enforcing the restrictions and limitations set forth in this Conservation Easement in furtherance of the Conservation Purposes.

### (b) Superior to all Liens

The Owner warrants to Holder that the Property is, as of the Easement Date, free and clear of all Liens.

#### 6.02 Rights and Duties of Holder

The grant to Holder under the preceding section gives Holder the right and, where appropriate, the duty to perform the following tasks:

# (a) Enforcement

To enforce the terms of this Conservation Easement in accordance with the provisions of Article VII including, in addition to other remedies, the right to enter the Property at any time reasonably deemed necessary by the Holder to investigate a suspected, alleged or threatened violation.



# (b) Inspection

To enter and inspect the Property for compliance with the requirements of this Conservation Easement upon prior notice.

### (c) Review

To exercise rights of Review in accordance with the requirements of this Article as and when required under applicable provisions of this Conservation Easement.

### (d) Interpretation

To interpret the terms of this Conservation Easement, apply the terms of this Conservation Easement to factual conditions on or about the Property, respond to requests for information from Persons having an interest in this Conservation Easement or the Property (such as requests for a certification of compliance consistent with Section 3.01(c)), and apply the terms of this Conservation Easement to then-existing, proposed or reasonably foreseeable conditions within the Property.

# 6.03 Other Rights of Holder

Holder has the right to exercise the following, within its sole and absolute discretion and without any obligation to do so:

# (a) Amendment

To enter into an Amendment with Owner if Holder determines that the Amendment shall not affect the perpetual duration of the Conservation Easement, shall not result in the release of any portion of the Property from permanent protection under this Conservation Easement absent extinguishment of the Conservation Easement as to such portion of the Property in accordance with Section 7.04 below, and shall conform to all of the policies of Holder in effect at the time of the Amendment, including without limitation its conservation easement amendment policy. In addition to the above, such Amendment shall meet the following amendment principles:

- (i) Clearly serve the public interest and be consistent with Holder's charitable mission;
- (ii) Comply with Applicable Law;
- (iii) Not jeopardize Holder's tax-exempt status or status as a charitable organization under Applicable Law;
- (iv) Not result in private inurement or confer impermissible private benefit;
- (v) Be consistent with the Conservation Purposes and intent of this Conservation Easement to protect such Conservation Purposes in perpetuity;
- (vi) Be consistent with the documented intent of the grantor of this Conservation Easement and any direct funding source; and
- (vii) Have a net beneficial or neutral effect on the relevant Conservation Values protected by this Conservation Easement.

Where appropriate, Holder may require as a condition of its approval of such Amendment, that the Amendment be accompanied by an updated Baseline signed by the Owner and Holder and the subordination of any mortgages, deeds of trust or other liens in existence at the time of the Amendment.

### (b) Signs

To install one or more signs within the Property identifying the interest of Holder in this Conservation Easement. Any signs installed by Holder do not reduce what Owner is allowed under Article IV. Signs are to be of the size customarily installed by Holder and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owner. Holder may also install tree tags or other small signs for the purpose of marking the boundary of the Property or otherwise identify the Property as being subject to restrictions and protected by Holder.

# (c) Proceedings

To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (i) pertains to the impairment of Conservation Purposes; or (ii) may result in a transfer, Improvement or use that violates the terms of this Conservation Easement.

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### (d) Protection

To identify, preserve and protect in perpetuity, the Conservation Values as set forth in Section 1.03 of this Conservation Easement and as more fully described in the Baseline and, if necessary, to Restore or cause the Restoration of those values on the Property.

### (e) Resource Management Activities

To enter the Property to observe various species and habitats and to perform resource management activities in furtherance of Conservation Purposes. Resource management activities, other than cutting and removal of Invasive Species by mechanical means, are to be performed in accordance with a Resource Management Plan submitted to Owner.

# (f) Carbon Sequestration and Ecosystem Services Rights

To retain, sell, trade or gift any or all of the rights to carbon credits or sequestration and ecosystem services, or any or all of the other similar rights that may exist now or in the future, that are inherent in the Property and that are not otherwise extinguished by the grant of this Conservation Easement.

### 6.04 Review

The following provisions are incorporated into any provision of this Conservation Easement that is subject to Review:

### (a) Notice to Holder

At least forty-five (45) days before Owner begins or allows any Construction, Subdivision, activity or use that is subject to Review, Owner must notify Holder in writing, including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the Construction, Subdivision, activity or use and its potential impact on natural resources within the Property and on the Conservation Purposes.

### (b) Notice to Owner

Within thirty (30) days after receipt of Owner's notice, Holder must notify Owner of Holder's determination to (i) accept Owner's proposal in whole or in part; (ii) reject Owner's proposal in whole or in part; (iii) accept Owner's proposal conditioned upon compliance with conditions imposed by Holder; or (iv) reject Owner's notice for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (iii), commencement by Owner of the proposed Construction, Subdivision, Improvement, activity, or use, constitutes acceptance by Owner of all conditions set forth in Holder's notice.

### (c) Failure to Notify

If Holder fails to notify Owner as required in the preceding subsection, Owner must resubmit its notice. If Holder fails to notify Owner within thirty (30) days of resubmission of the notice, the proposal set forth in Owner's notice is deemed constructively disapproved. Because a constructive disapproval is not a decision by Holder based on the merits of the request, it is not final or binding on Holder, and Owner can resubmit the same or a similar request for approval.

### (d) Emergency Waiver

Notwithstanding the other provisions of this Section, Owner may take any and all reasonably necessary measures to address any immediate fire, life, or safety hazard arising on or otherwise affecting the Property without providing advance notice to the Holder. If the actions taken by Owner would otherwise have required Review under the terms of this Conservation Easement, Owner shall notify Holder of the actions taken within forty-eight (48) hours. Notice provided pursuant to this subsection shall be for the purpose of updating Holder's records only; no acceptance or response from Holder shall be required.

### (e) Standard of Review

- (i) The phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
- (ii) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may, in Holder's sole discretion, adversely affect the Property's



Conservation Values or natural resources described in the Conservation Purposes or that is otherwise inconsistent with maintenance or attainment of Conservation Purposes.

### 6.05 Administration and Reimbursement

### (a) Administration Fund

Holder will establish funds to assist with the administration of this Conservation Easement:

(i) Stewardship Fund. Holder or Holder's designee will administer and draw upon the Stewardship Fund for reimbursement of expenses incurred for annual monitoring and enforcement of the Conservation Easement in the ordinary course.

### (b) Reimbursement

At Holder's request, Owner must reimburse Holder for the costs and expenses of Holder reasonably incurred in the course of performing its duties with respect to this Conservation Easement other than conservation easement monitoring in the ordinary course. These costs and expenses include the allocated costs of employees of Holder. Owner is not responsible to reimburse Holder for costs and expenses arising from Holder's response to an inquiry or request by a Person other than Owner without Owner's approval.

# 6.06 Beneficiaries

This Conservation Easement does not confer any rights or remedies upon any Person other than Owner, Holder, and specific Persons (the "Beneficiaries"), if any, specifically named in this Conservation Easement. No other Persons are vested with any rights, whether arising under this Conservation Easement or otherwise under Applicable Law.

The United States of America, through the U.S. Fish and Wildlife Service, is a Beneficiary under this Conservation Easement with the limited third party right of consenting to the sale, conveyance or encumbrance of any interest in the Property, including without limitation the assignment of this Conservation Easement.

# Article VII. Violation; Remedies

# 7.01 Breach of Duty

If Holder fails to enforce this Conservation Easement, or ceases to qualify as a Qualified Organization, then the rights and duties of Holder under this Conservation Easement may be (i) exercised by a Qualified Organization designated as having third party enforcement rights in this Conservation Easement; and/or (ii) transferred to another Qualified Organization by a court of competent jurisdiction. The transferee must be a Qualified Organization and must commit to hold this Conservation Easement exclusively for the identified Conservation Purposes.

# 7.02 Violation of Conservation Easement

If Holder determines that this Conservation Easement is being or has been violated by Owner, or by a member, manager, director, employee, partner, or other agent of Owner, or by a third party acting with Owner's knowledge or consent, or if Holder determines that a violation is threatened or imminent, then the provisions of this Section will apply:

### (a) Notice

Holder must notify Owner in writing of the violation. Holder's notice may include its recommendations of measures to be taken by Owner to cure the violation and restore features of the Property damaged or altered as a result of the violation.

### (b) Opportunity to Cure

Owner's cure period expires thirty (30) days after the date of Holder's notice to Owner, subject to extension for the time reasonably necessary to cure, but only if all of the following conditions are satisfied:



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- (i) Owner, or person(s) responsible for the violation, ceases the activity constituting the violation promptly upon receipt of Holder's notice;
- Owner and Holder agree, within the initial thirty (30) day period, upon the measures Owner will (ii) take to cure the violation;
- Owner commences to cure within the initial thirty (30) day period; and (iii)
- Owner continues thereafter to use best efforts and due diligence to complete the agreed upon cure. (iv)

### (c) Imminent Harm

No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to any natural resource or other feature of the Property described in the Conservation Purposes. In such case, Holder may choose the remedies (described in Section 7.03) that are appropriate, in its discretion, to resolving the violation.

#### 7.03 Remedies

Upon expiration of the cure period (if any) described in the preceding Section, Holder may do any one or more of the following "Remedies":

### (a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Conservation Easement; to restrain present or future violations of this Conservation Easement; and/or to compel Restoration of resources destroyed or altered as a result of the violation,

### (b) Civil Action

Recover from Owner or other Persons responsible for the violation all sums owing to Holder under applicable provisions of this Conservation Easement together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses.

### (c) Third Party Violations

Owner is responsible for the acts and omissions of its members, managers, directors, employees, partners, or other agents and any person(s) acting on its behalf, at its direction or with Owner's permission, and Holder shall have the right to enforce this Conservation Easement against Owner for any use of or activities upon the Property that are a violation of this Conservation Easement and that result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence (e.g. trespassers), Holder shall not have a right to enforce against Owner unless Owner directs or permits said acts or omissions, fails to reasonably cooperate with Holder in all respects to halt or abate the event or circumstance of non-compliance with these Conservation Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to Holder within 30 days after the third party violation becomes known to Owner.

Holder shall have the right, but not the obligation, to pursue all legal and equitable remedies provided under this Section 7.03 against any third party responsible for any activity or use of the Property that is a violation of this Conservation Easement and Owner shall, at Holder's option, assign its right of action against such third party to Holder, join Holder in any suit or action against such third party, or appoint Holder its attorney in fact for the purpose of pursuing an enforcement suit or action against such third

### Value of Conservation Easement, Proceeds from Termination or Extinguishment of Conservation 7.04 Easement, Compensatory Damages, and Restitution

### (a) General

The rights conveyed by this Conservation Easement shall vest in Holder subject to the condition that the Property be managed for conservation consistent with the purposes for which permanent protection of the Property was funded. Holder is responsible for monitoring and enforcing the terms of this Conservation Easement and shall not exchange, reassign, extinguish or otherwise dispose of it, without the approval of the Beneficiary identified in Section 6.06 of this Conservation Easement. In the event that Beneficiary determines that the Conservation Easement has been extinguished, disposed of, transferred, or exchanged without consent, or the Conservation Easement ceases to be used for the original purposes for which the



funds were awarded, Holder shall contact Beneficiary for guidance on remediation or other responsive actions.

### (b) Termination or Extinguishment

If all or part of the Property is taken by eminent domain (condemnation), or if subsequent, unexpected circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Holder shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance with the provisions in Subsection (c) below. If this Conservation Easement is or is about to be modified or terminated by adjudication of a court of competent jurisdiction sought by a Person other than Holder for reasons other than as stated previously in this Section, the provisions in Subsections (d) and (e) below apply.

Owner agrees that the conveyance of this Conservation Easement to Holder gives rise to a property right, immediately vested in Holder, with a Market Value that is equal to ninety-five percent (95%) of the value of the GCI Parcels, the HLB Parcels, and the Property as a whole (excluding the value of Improvements) ("Holder's Proportionate Share"). The proportionate value of this Conservation Easement shall remain constant over time. Holder is entitled to receive Holder's Proportionate Share within 90 days after the date of any sale, exchange or conversion of all or any portion of the Property following termination or extinguishment or within 90 days after the date that Owner receives the proceeds from such taking. Holder agrees to use or distribute Holder's Proportionate Share in a manner consistent with the Conservation Purposes of this Conservation Easement and with the obligations of the parties under the notices of federal participation and notices of grant requirements recorded in the Anchorage Recording District concurrently with the recording of this Conservation Easement. Such use may include payment of an attributable share of the proceeds to the federal funding agencies identified in Section 1.03 of this Conservation Easement at the levels of participation specified in that Section.

### (d) Compensatory Damages

Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred.

# (e) Restitution

Holder is entitled to recover from the Person seeking the modification or termination, (i) restitution of amounts paid for this Conservation Easement (if any) and any other sums invested in the Property for the benefit of the public as a result of rights granted under this Conservation Easement plus (ii) reimbursement of Litigation Expenses as if a violation had occurred.

#### 7.05 Remedies Cumulative

The description of Holder's remedies in this Article does not preclude Holder from exercising any other legal or equitable right or remedy that may at any time be available to Holder under this Article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise any one or more of the other rights or remedies available to Holder at the same time or at any other time.

#### 7.06 No Waiver; Waiver of Defenses

If Holder does not exercise any or all of its Enforcement Rights upon the occurrence of an event constituting a violation of this Conservation Easement, that is not to be interpreted as an agreement to postpone or waive its rights to exercise its Enforcement Rights with respect to that occurrence or a future occurrence. Owner hereby waives the defenses of waiver, laches, prescription and the running of any applicable statute of limitations with respect to any violation of this Conservation Easement.



#### 7.07 No Fault of Owner

Holder will waive its right to reimbursement under this Article as to Owner (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owner and could not have been anticipated or prevented by Owner by reasonable means.

#### 7.08 Multiple Owners; Multiple Lots

If different Owners own Lots within the Property, only the Owner of the Lot in violation will be held responsible for the violation.

#### 7.09 Multiple Owners; Single Lot

If more than one Owner owns the Lot that is in violation of this Conservation Easement, the Owner of the Lot in violation shall have the burden of demonstrating to Holder which individual Owner(s) are responsible for the violation; otherwise, the Owners of the Lot in violation shall be deemed to be jointly and severally liable for the violation regardless of the form of ownership of the Lot.

#### Article VIII. Miscellaneous

#### 8.01 **Notices**

# (a) Requirements

Each Person giving any notice pursuant to this Conservation Easement must give the notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; (iii) electronic mail; or (iv) nationally recognized overnight courier, with all fees prepaid. This method of delivery may be used in follow up to notification by other means, such as electronic mail and telefax.

### (b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owner: Municipal Manager

Municipality of Anchorage

P.O. Box 196650

Anchorage, Alaska 99519-6650

If to Holder: Executive Director

The Great Land Trust, Inc.

P.O. Box 101272

Anchorage, Alaska 99510-1272

# (c) Multiple Owners

In case of the multiple Owners of the Property, Owners shall appoint and notify Holder of the identity of one representative to act on their behalf when communicating with Holder regarding any term of this Conservation Easement; provided, however, that there may be one representative for each Lot within the Property.

#### 8.02 Governing Law

The laws of the State of Alaska govern this Conservation Easement.

#### 8.03 Assignment and Transfer

Neither Owner nor Holder may assign or otherwise transfer any of their respective rights or duties under this Conservation Easement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except as permitted below. Any purported assignment or transfer in violation of this Section is void.



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### (a) By Holder

Holder may assign its rights and duties under this Conservation Easement, either in whole or in part, but only to a Qualified Organization that executes and records in the Public Records a written agreement assuming the obligations of Holder under this Conservation Easement and upon prior consent of the Beneficiary. The assigning Holder must deliver the Baseline to the assignee Holder as of the date of the assignment. Holder must assign its rights and duties under this Conservation Easement to another Qualified Organization if Holder becomes the Owner of the Property.

### (b) By Owner

This Conservation Easement is a servitude running with the land binding upon the Owner and, upon recordation in the Public Records, any subsequent Owner of the Property or any portion of the Property, and any such subsequent Owner is bound by its terms whether or not the subsequent Owner had actual notice of this Conservation Easement and whether or not the deed of transfer specifically referred to the Property as being under and subject to this Conservation Easement.

# (c) No Merger

In the event that Holder acquires the fee title to all or a portion of the Property, it is the intent of the Owner and Holder that no merger of title shall take place that would merge the restrictions of this Conservation Easement with fee title to the Property, notwithstanding any otherwise applicable legal doctrine under which such property interests would or might be merged. As the parties intend that no such merger take place, and in view of the public interest in the enforcement of this Conservation Easement, the restrictions on the use of the Property, as embodied in this Conservation Easement shall, in the event fee title becomes vested in Holder, become and remain permanent and perpetual restrictions on the use of the Property. Holder, as successor in title to Owner under the circumstances described in the foregoing sentence, shall observe and be bound by the obligations of Owners and the restrictions imposed on the Property by this Conservation Easement.

#### 8.04 Burdens; Benefits; Exclusive to Holder

Subject to the restrictions on assignment and transfer set forth in the preceding Section, this Conservation Easement binds and benefits Owner and Holder and their respective personal representatives, successors and assigns. Except for rights of third parties identified under Article VI (if any), only the Holder has the right to enforce the terms of this Conservation Easement and exercise rights of Review, Waiver, Amendment or other discretionary rights of Holder. Owners of Lots within the Property do not have the right to enforce the terms of this Conservation Easement against Owners of other Lots within the Property. Only the Owners of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation or other decision by Holder have any right to notice of, or other participation in, such decision. Owner has been represented by legal counsel of its selection (or had the opportunity to be so represented) and understands that it is permanently imposing restrictions on the future use and development of the Property that limit the full use and development otherwise available under Applicable Law.

#### 8.05 Requirement of Writing

No Amendment, Waiver, approval after Review, interpretation or other decision by Holder is valid and effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.

#### 8.06 Representations and Warranties

# (a) Hazardous Materials

To the best of Owner's knowledge, Owner represents and warrants that the Property (including, without limitation, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (i) constitute a present or potential threat to human health, safety, welfare, or the environment; or (ii) otherwise are considered a Hazardous Material. Owner represents and warrants that there are no underground tanks located on the Property. Owner represents and warrants that Owner will comply with all environmental laws in using the Property and that Owners will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials.



### (b) State of Title

Owner represents and warrants that Owner has good and marketable title to the Property (including all appurtenances).

# (c) Compliance with Laws

Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

# (d) No Litigation

Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, borough, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

# (e) Authority to Execute Conservation Easement

The person or persons executing this Conservation Easement on behalf of Holder represent and warrant that the execution of this Conservation Easement has been duly authorized by the Holder. The person or persons executing this Easement on behalf of Owner represents and warrants that the execution of this Conservation Easement has been duly authorized by Owner.

# 8.07 Severability

If any provision of this Conservation Easement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Conservation Easement remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Conservation Easement invalid, illegal or unenforceable in any respect.

### 8.08 Counterparts

This Conservation Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

# 8.09 Indemnity

Owner must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to (a) any breach or violation of this Conservation Easement or Applicable Law; (b) any legal dispute with third parties over an Existing Agreement; or (c) damage to property or personal injury (including death) occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party other than claims to which Owner is entitled to immunity under Alaska's Recreational Use Statute, AS 09.65.200, as may be amended from time to time.

### (a) Property Insurance

Owner shall carry and maintain standard liability insurance coverage including third party liability, which coverage shall name Holder as an additional insured if reasonably practicable to obtain, and, upon request, provide Holder proof of same.

### 8.10 Guides to Interpretation

# (a) Captions

Except for the identification of defined terms in the Glossary, the descriptive headings of the articles, sections and subsections of this Conservation Easement are for convenience only and do not constitute a part of this Conservation Easement.

### (b) Glossary

If any term defined in the Glossary is not used in this Conservation Easement, the defined term is to be disregarded as surplus material.

### (c) Other Terms

(i) The word "including" means "including but not limited to."



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(ii) The words "must" and "shall" are obligatory; the word "may" is permissive and does not imply any obligation.

# (d) Conservation Easement Act

This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation Easement Act.

# 8.11 Entire Agreement

This is the entire agreement of Owner, Holder and parties holding third party rights of enforcement (if any) pertaining to the subject matter of this Conservation Easement. The terms of this Conservation Easement supersede in full all statements and writings between Owner, Holder and others pertaining to the transaction set forth in this Conservation Easement.

# 8.12 Incorporation by Reference

Each Exhibit attached to this Conservation Easement is incorporated into this Conservation Easement by this reference. The Baseline (whether or not attached to this Conservation Easement) is incorporated into this Conservation Easement by this reference. In the event of any inconsistency between the Baseline and Sections 1.01-9.41 hereof, said sections shall govern.

# 8.13 Costs; Legal Requirements; Liabilities

Owner will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that Holder will have no duty or responsibility for the operation or maintenance of the Property, the monitoring or remediation of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend, and this Conservation Easement shall not be construed, to create in Holder the obligations or liabilities of an "owner" or "operator" as those words are defined and used in any environmental law or regulation by any Federal, State or local governmental authority. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property. Owner is solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owner on the Property and permitted by this Conservation Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Easement will be joint and several.

# 8.14 Change of Conditions

In granting this Conservation Easement, Owner has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Owner and the Holder that any such changes will not be deemed circumstances justifying the extinguishment of this Conservation Easement. In addition, the inability of Owner, or Owner's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Conservation Easement, or the unprofitability of doing so, will not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

# 8.15 Acts Beyond Owner's Control

Owner shall not be responsible for any injury to or change in the Property resulting from natural events beyond the control of the Owner. Such natural events include fire, flood, storm, earthquake, tornado, landslide or Acts of God, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Section shall not be construed to relieve the Owner of the obligation to clean up garbage or materials dumped on the Property by third parties, to take all reasonable actions to prevent violations of this Conservation Easement by third



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parties, or to otherwise maintain the Property in a condition consistent with the purposes of this Conservation Easement.

# 8.16 Recording

Holder is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement, and Owner agrees to execute any such instruments upon reasonable request.

### 8.17 Intent

The purpose of this Conservation Easement is to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. Owner and Holder acknowledge that the perpetual prohibitions and limitations against certain uses of, and activities on, the Property, including but not limited to those against Subdivision of the Property have been specifically negotiated. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of Alaska, the borough in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions will apply.

### Article IX. Glossary

# 9.01 Access Drive(s)

Roads or drives providing access to and from Improvements or the Limited Development Area(s) and public rights-of-way.

# 9.02 Additional Improvements

Improvements not located on, above or under the Property as of the Easement Date.

### 9.03 Amendment

An amendment, modification or supplement to this Conservation Easement signed by Owner and Holder and recorded in the Public Records.

# 9.04 Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property or this Conservation Easement as amended through the applicable date of reference. If this Conservation Easement is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

### 9.05 Best Management Practices

A series of guidelines or minimum standards (sometimes referred to as BMPs) recommended by federal, state, borough, and/or municipal resource management agencies for proper application of farming and forestry operations, non-point pollution of water resources and other disturbances of soil, water and vegetative resources and to protect wildlife habitats. Examples of resource management agencies issuing pertinent BMPs as of the Easement Date are: the Natural Resource Conservation Service of the United States Department of Agriculture (with respect to soil resources); and the following sources of BMPs with respect to forest management: the Alaska Department of Natural Resources, Division of Forestry; the Forest Stewardship Council principles and criteria, Sustainable Forestry Initiative standards, and American Tree Farm standards; the Project Management and Engineering Municipality of Anchorage Standard Specifications. Where Best Management Practices conflict with this Conservation Easement, this Conservation Easement shall take precedence. Best Management Practices are subject to the Holder's right to Review and Interpret as described in Article VI.

# 9.06 Code

The Internal Revenue Code of 1986, as amended through the applicable date of reference.



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# 9.07 Conservation Easement Act

The Alaska Uniform Conservation Easement Act, AS 34.17, as amended through the applicable date of reference.

### 9.08 Construction

Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, or sand.

# 9.09 Cultural Resources Management Plan

A plan prepared by a qualified historical/cultural resources professional identifying cultural resource management activities that may take place on the Property. The Cultural Resources Management Plan must identify the location and extent of activities and any specific techniques Owner or its agent(s) might use during those activities. Any activity permitted in the Cultural Resources Management Plan must be designed to limit the impact to Conservation Values on the Property. Owner must submit an updated Cultural Resources Management Plan every ten years.

# 9.10 Default Rate

An annual rate of interest equal at all times to two percent (2%) above the "prime rate" announced from time to time in *The Wall Street Journal*, or any successor publication.

### 9.11 Educational Signs

Signs for educational, directional, or interpretive purposes, including kiosks. The design of Educational Signs should, where practicable, reflect the landscape and other natural aspects of the Property.

### 9.12 Existing Agreements

Easements and other servitudes or encumbrances affecting the Property prior to the Easement Date and running to the benefit of utility service providers and other Persons prior in right to this Conservation Easement. Such Existing Agreements or matters of record affecting the Property are identified in that certain Commitment for Title Insurance, Commitment Number: 0209-4072059, Revision No. 4, dated December 7, 2024, issued by First American Title Insurance Company, a copy of which is included in the Baseline.

# 9.13 Existing Improvements

Improvements located on, above or under the Property as of the Easement Date as identified in the Baseline.

# 9.14 Hazardous Materials

For purposes of this Conservation Easement, Hazardous Materials shall be defined as: (a) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC s. 6901 et seq.) as amended; (b) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (15 USC s. 9601 et seq.) as amended; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC s 2601 et seq.) as amended; (d) any substance regulated by the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 USC s. 136 et seq.) as amended; (e) any pollutant as defined by the Water Pollution Control Act (33 USC s. 1251 et seq.) as amended; (f) any air pollutant as defined by the Clean Air Act (42 USC s. 7401 et seq.) as amended; (g) friable asbestos or asbestos-containing material of any kind or character; (h) polychlorinated biphenyls; (i) any substances regulated under the provisions of Subtitle I of RCRA relating to underground storage tanks; (j) any other substance, pollutant or contaminant subject to any form of environmental law or regulation by any Federal, State or local governmental authority.

### 9.15 Improvement

Something constructed or created and located either on or under the ground or attached to something fixed to the ground, such as a building, structure, or facility. Each Improvement is either an Existing Improvement or Additional Improvement. Utility Improvements and Access Drive(s) are specific types of Improvements defined herein for reference.

# 9.16 Indemnified Parties

Holder, each Beneficiary (if any) and their respective members, directors, officers, employees, volunteers, contractors and agents and the heirs, personal representatives, successors and assigns of each of them.



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# 9.17 Invasive Species

A plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, the parties shall refer to publications issued by agencies such as the Alaska Department of Fish & Game; U.S. Department of Agriculture, National Invasive Species Information Center; Alaska Department of Natural Resources, Division of Agriculture; and the U.S. Department of Agriculture, Forest Service Alaska Region.

### 9.18 Lien

Any mortgage, lien or other encumbrance against the Property securing the payment of a debt or satisfying an obligation.

# 9.19 Litigation Expense

Any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Conservation Easement including in each case, attorneys' fees, other professionals' fees and disbursements.

# 9.20 Losses

Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

### 9.21 Let

A unit, lot or parcel of real property separated or transferable for separate ownership or lease under Applicable Law.

# 9.22 Market Value

The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

# 9.23 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, publications of qualified agencies or organizations such as the Alaska Native Plant Society and the Alaska Natural Heritage Program of the University of Alaska (Anchorage) are to be used to establish whether or not a species is native.

### 9.24 Non-Motorized Use

Any form of transportation use, such as walking or bicycling, that is powered by the user and provides mobility without the use of an outside or additional source of power, such as a motor or combustion engine. This does not include personal assistive mobility devices specially designed for and used by an individual with a mobility-related disability.

# 9.25 Owner

Collectively, the undersigned owner of the Property or owners of the Property, and all Persons after them who hold a possessory interest in the Property, but not including Holder.

# 9.26 Passive Recreation

Recreational land use that involves minimal disturbance to topography, wildlife, and vegetation such as walking, biking, bird-watching, picnicking, and nature study or appreciation.

# 9.27 Person

An individual, organization, trust or other entity.

### 9.28 Public Records

The public records of the office for the recording of deeds in and for the recording district in which the Property is located.

# 9.29 Qualified Organization

A governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a governmental unit or as a public charity established for the purpose of preserving and conserving natural resources, natural



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habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a Qualified Organization under the Regulations; and (d) is duly authorized to acquire and hold conservation easements under Applicable Law.

# 9.30 Regulations

The provisions of C.F.R. §1.170A-14 as amended through the applicable date of reference.

# 9.31 Regulatory Signs

Signs (not exceeding two feet by two feet each, unless state law or other requirements dictate that they be larger) to control access to the Property or to state limitations on the use of the Property.

# 9.32 Renewable Energy

Energy that can be used without depleting its source, such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

### 9.33 Resource Management Plan

A record of the decisions and intentions of Owner prepared by a qualified resource management professional for the purpose of protecting natural resources described in the Conservation Purposes during certain operations potentially affecting natural resources protected under this Conservation Easement. The Resource Management Plan (sometimes referred to as the "RMP") includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate) and projects a multi-year description of planned activities for identified operations to be conducted in accordance with the plan.

### 9.34 Restore or Restoration

The practice of repairing degraded, damaged, or destroyed ecosystems and habitats in the environment by active human intervention and action, generally with the goal of restoring the natural resources and habitats back to their pre-disturbance condition.

### 9.35 Review

Review and decision to approve, deny, modify, or approve with conditions by Holder under the procedure described in Article VI.

# 9.36 Review Requirements

Collectively, any plans, specifications or information required for approval of the Subdivision, activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Conservation Easement either as an exhibit or as part of the Baseline or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the information required by guidelines for Review of submissions established by Holder as of the applicable date of reference.

### 9.37 Subdivision

Any division or "de-facto" division, partition, or subdivision of the Property, or any Lot within the Property. which shall include, but not be limited to, any subdivision, short subdivision into remainder tracts, platting, testamentary division, or other process by which the Property, or the surface and subsurface portions of the Property, is divided in ownership or in which legal or equitable title to different portions of the Property are held by different Owners. Subdivision also includes the division of the Property through the allocation of property rights among partners, shareholders, or members of any legal entity, creation of a horizontal property regime, interval or time-share ownership, partitioning among tenants-in-common, judicial partition, or by any other means.

# 9.38 Utility Improvements

Improvements for the reception, storage or transmission of potable water, stormwater, sewage, electricity, gas and telecommunications or other sources of power.

### 9.39 Waiver

A written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances if Holder is satisfied that the accommodation will have no material effect on the Conservation Values.



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# 9.40 Wet Areas

Watercourses, springs, seeps, ponds, wetlands and non-impounded standing water and areas within 25 feet of their edge.

{Signature pages to follow}

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IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, the Owner and Holder, by their respective duly authorized representatives, have signed and delivered this Conservation Easement as of the Easement Date.

| OWNER:                  |  |                               |
|-------------------------|--|-------------------------------|
| Date: 12-23-24          | By: WILLIAM D. FALS Chief Administrative of the Municipal Ma | EY c Officer acting on behalf |
| STATE OF ALASKA         |  |                               |
| THIRD JUDICIAL DISTRICT | SS   |                               |

The foregoing instrument was acknowledged before me this 23 day of Dlcarner, 2024 by WILLIAM D. FALSEY, Chief Administrative Officer acting on behalf of the Municipal Manager of the Municipality of Anchorage.

State of Alaska NOTARY PUBLIC Sharon Lane My Commission Expires Feb 14, 2028

Notary Public in and for Alaska My Commission Expires: \_

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HOLDER;

THE GREAT LAND TRUST, INC.

Date: Necember 23, 2024

By:

ION K. GOLTZ Board Vice-Chair

STATE OF ALASKA

) ) ss

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this 23rd day of Pecenter JON K. GOLTZ, Board Vice-Chair of The Great Land Trust, Inc.

\_, 202<u>੯</u>, by

State of Alaska NOTARY PUBLIC

Isalah Sagayo

My Commission Expires 03/14/20

Notary Public in and for Alaska

My Commission Expires: 03/14/28

# EXHIBIT A PROPERTY LEGAL DESCRIPTION

# **GCI Parcels**

Tract A, LEGACY POINTE, according to the official plat thereof, filed under Plat No. 2006-10, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

Tract 1, VIEWPOINT SUBDIVISION, according to the official plat thereof, filed under Plat No. 84-154, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

# **HLB Parcels**

TOWNSHIP 11 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA

### SECTION 3:

The West one-half of the Southeast one-quarter of the Southwest one-quarter ( $W\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$ )

According to the survey plat accepted by the United States Department of the Interior, Bureau of Land Management in Washington, D.C. on October 28, 1954.

### SECTION 10:

The East one-half of the East one-half of the Northwest one-quarter (E½E½NW¼); and

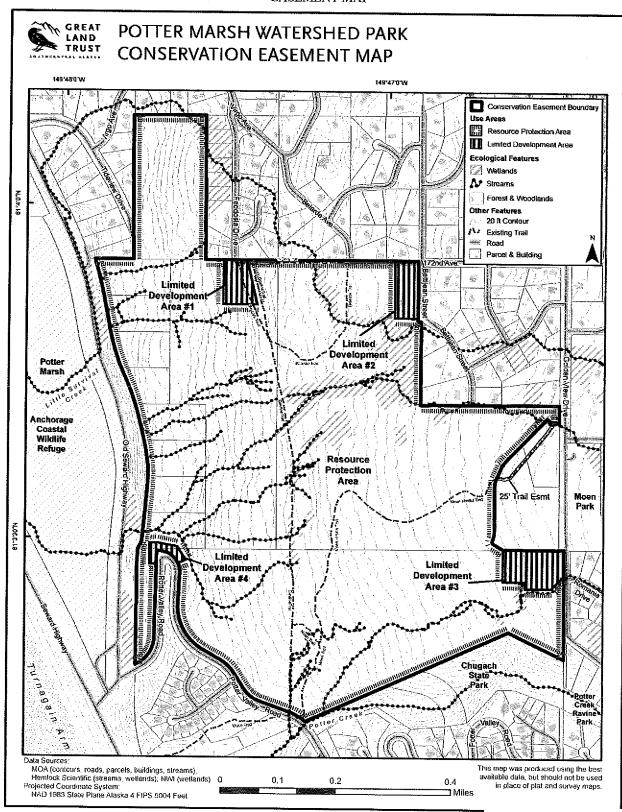
The East one-half of the West one-half of the Northeast one-quarter of the Northwest one-quarter (E½W½NE½NW¼); and

Lots 1, 5, 6, 9, 10, 14, 15, 18

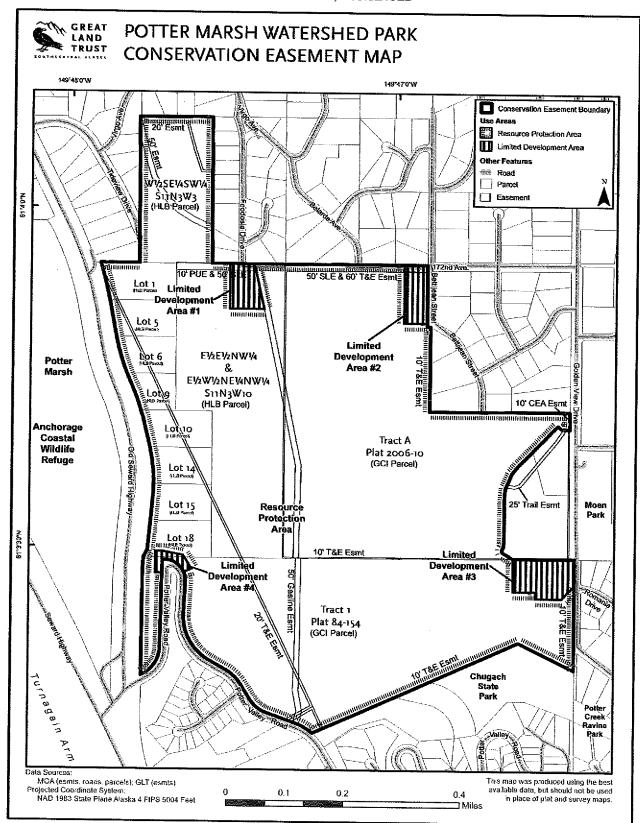
According to the survey plat accepted by the United States Department of the Interior, Bureau of Land Management in Washington, D.C. on October 28, 1954.



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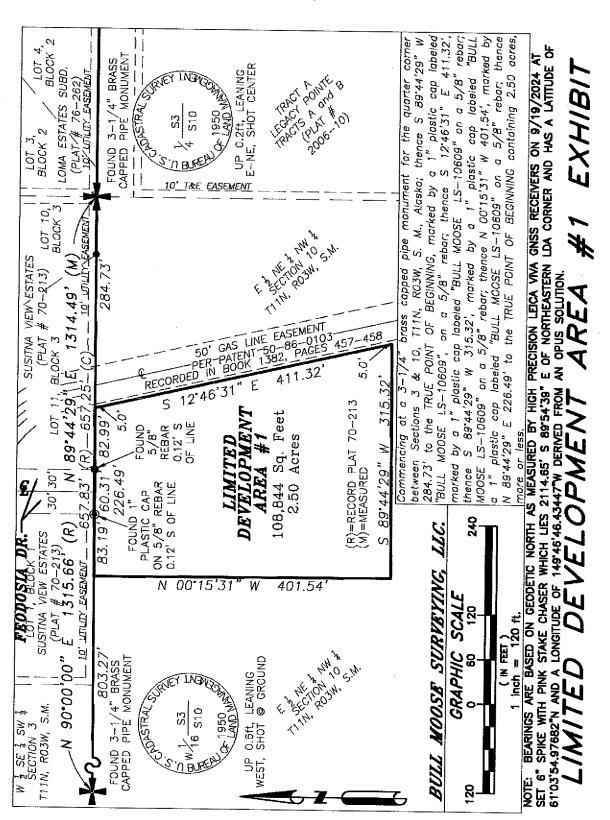


**-** 30 -



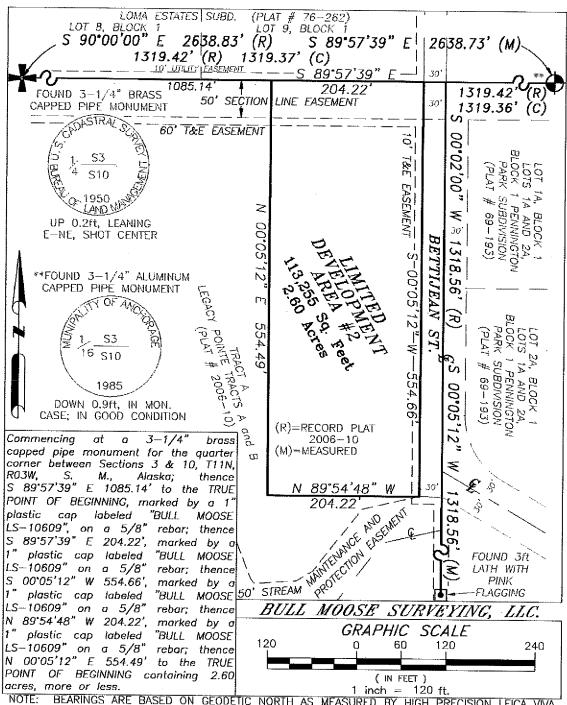


# EASEMENT MAP, CONTINUED





### EASEMENT MAP, CONTINUED



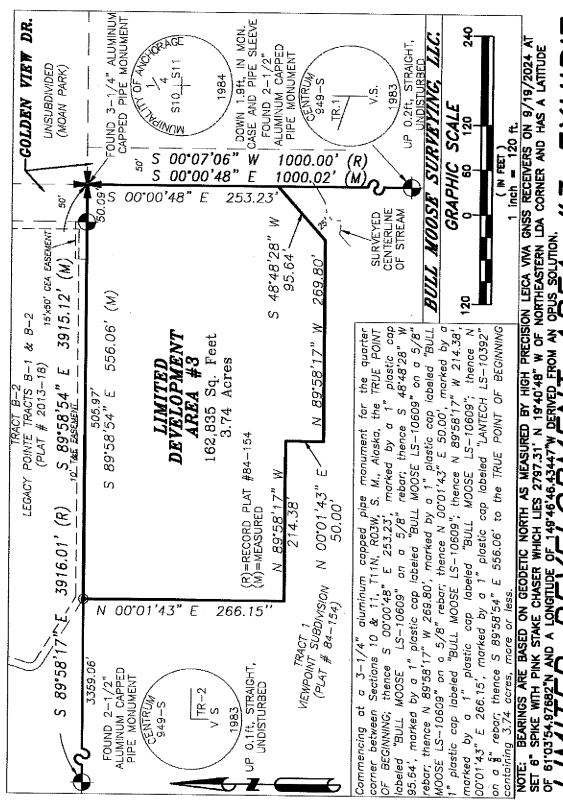
NOTE: BEARINGS ARE BASED ON GEODETIC NORTH AS MEASURED BY HIGH PRECISION LEICA VIVA GNSS RECEIVERS ON 9/19/2024 AT SET 6" SPIKE WITH PINK STAKE CHASER WHICH LIES 402.86' S 89'30'38" E OF NORTHEASTERN LDA CORNER AND HAS A LATITUDE OF 61'03'54.97682"N AND A LONGITUDE OF 149'46'46.43447"W DERIVED FROM AN OPUS SOLUTION.

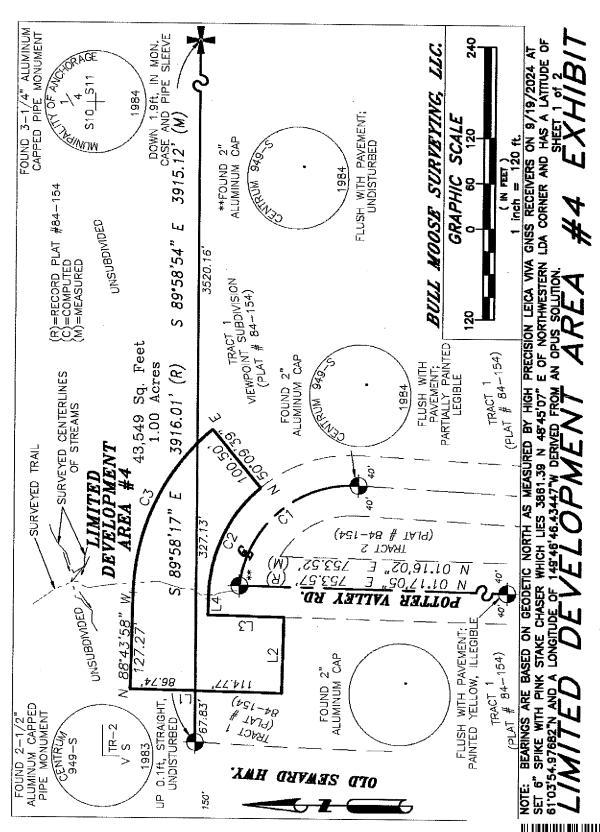
LIMITED DEVELOPMENT AREA
#2 EXHIBIT



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# EASEMENT MAP, CONTINUED





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| CHORD FNOTH   | 20,           | 206.20    | 157.79    | 240.47    |
|---------------|---------------|-----------|-----------|-----------|
| CHORD BEARING | N 40'15'09" W | 20        | 53"       | 64.16'59" |
| TANGENT       | 141.95        | 141.94    | 86.39     | 132.08'   |
| ARC LENGTH    | 227,35        | 227.34'   | 162.17    | 247.93'   |
| RADIUS        | 150.00'       | 150.00'   | 190.00    | 290,50    |
| DELTA ANGLE   | 86.50'27"     | 86'50'20" | 48.54'09" | 48.53,58" |
| LL.           | C1(R)         | C1(M)     | C2        | C3        |

a 1" plastic cap located in Section rebar "BULL MOOSE rebar; thence along a curve to the left with a radius of corner ', a delta angle POINT MOOSE LS-10609" MOOSE LS-10609 on a 5/8" the northwestern labeled rebar; cap labeled plastic cap BEGINNING containing 1.00 acres, more or less. cap labeled marked by 84-154), thence along a curve to the right with a radius of 190.00 01.16'02" Ö "BULL MOOSE LS-10609"; it # 84-67.83' Ö plastic cap labeled "BULL thence 48'53'58" and an arc length of 132.08' 1" plastic "1" E 100.50', plastic monument rebar; thence N MOOSE LS-10609" rebar; E 100.50', marked by of 86.39", marked by a Subdivision " plastic cap labeled "BULL rebar; thence S 88'43'58" on a 5/8" aluminum capped on a 5/8" and 5 Viewpoint marked thence 0 1" labeled E 26.77', marked by cap labeled length 290.50', a delta angle of LS-10609" on a 5/8" Ö and an arc "BULL MOOSE 01.16'02" LS-10609"; thence Barked plastic Tracts MOOSE LS-10609" а ά O to the Commencing 88'43'58" 5/8" rebar; Tract 1, cap labeled BEGINNING, 711N, 48.54'09" S labeled thence 0

|          | ,         |           |           |           |           |           |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| DISTANCE | 201.51    | 100.50    | dre       | 101.01    | 26.82     | 26.77'    |
|          | ≥         |           | ш         |           | ш         |           |
| BEARING  | 01'16'02" | 88*43'58" | 01.17'05" | 01"16'02" | 88'42'55" | 88.43,58" |
|          | S         | ഗ         | Z         | Z         | S         | ഗ         |
| LINE     |           | L2        | L3(R)     | (C)       | L4(R)     | L4(C)     |
|          |           |           |           |           |           |           |

| LLC.            | 240                              |                            |
|-----------------|----------------------------------|----------------------------|
| TIME            | 4 <i>LE</i><br>120               |                            |
| MOOSE SURVEYING | <i>GRAPHIC SCALE</i><br>9 60 120 | (IN FEET)<br>ch == 120 ft. |
| 0.5.6           | GRAPH<br>?                       | (IN FE                     |
| O# 7            |                                  |                            |
| BULL            | 120                              |                            |

LDA CORNER AND HAS RECEIVERS ON BEARINGS

# EXHIBIT C BASELINE DOCUMENTATION REPORT CERTIFICATION

Owner and Holder acknowledge that each has received and read the Baseline Documentation Report, dated December 17, 2024, and that the report accurately reflects the condition of the Property subject to the Conservation Easement as of the Easement Date.

| O  | WNER:   |   |
|--|---|---|
| Dε   | ite: 12-28-24   | By:  WILLIAM D. FALSEY Chief Administrative Officer acting on behalf of the Municipal Manager                                 |
| ST   | ATE OF ALASKA   | )   |
| TI   | IIRD JUDICIAL DISTRICT  | ) ss<br>)   |
| WI   | e foregoing instrument was acknowled<br>LLIAM D. FALSEY, Chief Administ<br>Anchorage. | dged before me this 23 day of December, 2024, by rative Officer acting on behalf of the Municipal Manager of the Municipality |
| Strategical resident   | State of Alaska<br>NOTARY PUBLIC  | Ma ann Ann  |
| (Material Property of the Control of | <u> </u>  | Juny jane   |
| W. Constitution  | Sharon Lane   | Notary Public in and for Alaska   |
|  |   |   |

THE GREAT LAND TRUST, INC.

By:

STATE OF ALASKA

) ) ss

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this 23 rd day of December , 2024, by JON K. GOLTZ, Board Vice-Chair of The Great Land Trust, Inc.

State of Alaska **NOTARÝ PUBLIC** 

Isaiah Sagayo

My Commission Expires 63 /14/29

Notary Public in and for Alaska
My Commission Expires: 03/14/29

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