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

Stewart Title Company
01029-80222

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is entered November 30, 2010 (“**Easement Date**”) by and between The Municipality of Anchorage, an Alaska municipal corporation (“**Owner**”) and The Great Land Trust, Inc. (“**Holder**”), an Alaska non-profit corporation.

Article I. Background

1.01 Property

Owner is the owner in fee simple of the Property legally described in Exhibit A (the “**Property**”), incorporated herein by this reference. The Property is further described as:

Street Address: 9531 Selkirk Drive
Municipality: Municipality of Anchorage
State: Alaska
Tax ID Nos.: 01124159, 01120102
Acreage: 60.72 acres

Owner owns the affirmative rights to identify, preserve, and protect in perpetuity the Property’s significant natural, scenic, and open space features and values that are worthy of preservation (described in Section 1.03), and Owner desires and intends to transfer such rights to Holder by granting this Conservation Easement.

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 locations of the Resource Protection Area, Restricted Use Area, and Limited Development Areas, each of which is described in more detail in Articles IV and V of this Conservation Easement.

1.03 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. These values are worthy of preservation, including:

(a) Recreation or Education: The Property is adjacent to the Anchorage Coastal Wildlife Refuge and provides ample space for walking trails that provide views of the Anchorage Coastal Wildlife Refuge and beyond. The Property provides natural habitat unique to the Anchorage area that may serve as an outdoor classroom for Anchorage area schools.

(b) Relatively Natural Habitat: The Property contains relatively natural habitat including upland, open field, wetland, and estuarine areas.

(c) Wildlife Resources. The Property contains and is adjacent to large intact areas of wildlife habitat and patches of wildlife habitat. This Conservation Easement protects habitat within and adjacent to Campbell Creek, Campbell Creek Estuary, and its upland buffer. The area within the easement boundaries provides suitable habitat for wildlife species including moose, bear, wolves, fox, and other Native Species. Numerous bird species and fish species use the area, including five species of north pacific salmon, habitat for Cook Inlet beluga prey species, and beluga refuge habitat. This Conservation Easement is adjacent to Anchorage Coastal Wildlife Refuge, providing connectivity to a large protected area. The Wildlife Resources are more fully described in the Baseline Documentation Report.

(d) Water Resources. Water Resources on the Property including Campbell Creek and Campbell Creek Estuary and their natural buffers help protect water resources from sediment and non-point source pollution and promote the infiltration, detention, and natural filtration of storm water. The water resources also provide habitat for fish and wildlife.

(e) Forest and Woodland Resources. The Property contains forest and woodland resources that promote biological diversity and allow for the growth of a healthy and unfragmented forest or woodland. The Property contains Native Species; continuous canopy with multi-tiered understory of trees, shrubs, wildflowers, and grasses; and natural habitat, breeding sites, and corridors for the migration of birds and wildlife. The forest and woodland resources are more fully described in the Baseline Documentation Report.

(f) Scenic Resources. The Property provides scenic vistas visible from public rights-of-way and other public access points in the vicinity of the Property. The scenic resources protected by this Conservation Easement are visible from the Anchorage Coastal Wildlife Refuge, Selkirk Drive, West 100th Avenue,



Endeavor Circle, and Lennox Drive, among others. The scenic resources are more fully described in the Baseline Documentation Report.

1.04 Qualified Holder

Holder is a private, non-profit organization, organized to protect and conserve natural areas, ecologically significant land, forest and agricultural land, and open space for scientific, charitable, and educational purposes. Holder is a “holder” under Section 34.17.060(2)(B) of the Conservation Easement Act and is a “qualified organization” under Section 170(h)(3) of the Code, qualified to acquire and hold conservation easements.

1.05 State Policy Concerning Conservation Easements

The State of Alaska has recognized the importance of private efforts to preserve identified conservation values by enacting the Conservation Easement Act.

1.06 Structure of Conservation Easement

This Conservation Easement is divided into nine Articles. Article II contains the grant of easement, a description of the Conservation Purposes and addresses federal tax matters. Grant sources require conservation easement and qualified. Articles III, IV, and V contain the restrictions on the use and development of the Property imposed by Owner on the Property. In Article VI 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 under Articles III, IV, and V. Article VII details the procedures for exercising Enforcement Rights. Article VIII contains provisions generally applicable to both Owner and Holder. Article IX (Glossary) contains definitions of capitalized terms used in this Conservation Easement and not defined in this Article I.

1.07 Third Party Right of Enforcement

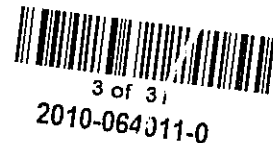
Nothing herein shall be deemed to create in any third party the right to enforce this Conservation Easement, except for any such rights of any entity that provided funds for acquisition of the Property.

Article II. Grant; Conservation Purpose

2.01 Grant

In consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the laws of the State of Alaska and in particular the Conservation Easement Act, Owner hereby grants, transfers, and conveys to the Holder, its successors and assigns, a perpetual conservation easement (the “Conservation Easement”) of the nature and character and to the extent set forth herein consisting of the rights and restrictions enumerated herein, as to the Property.

2.02 Conservation Purposes



This Conservation Easement provides different levels of protection for the areas shown on the Easement Map so as to achieve the following goals and resource protection objectives (collectively, the "Conservation Purposes") for the Property:

(a) Resource Protection Objectives

(i) **Water Resources.** This Conservation Easement seeks to protect the quality of water resources within or in the vicinity of the Property by identifying allowable and prohibited uses that help protect water resources from sediment and non-point source pollution and promote the infiltration, detention, and natural filtration of storm water. Protecting water resources also helps preserve habitat for Native Species dependent on water resources. This Conservation Easement seeks to protect the water quality of Campbell Creek and Campbell Creek Estuary. The Water Resources are more fully described in the Baseline Documentation Report.

(ii) **Forest and Woodland Resources.** This Conservation Easement seeks to promote biological diversity and to perpetuate and foster the growth of a healthy and unfragmented forest or woodland. Features to be protected include Native Species; continuous canopy with multi-tiered understory of trees, shrubs, wildflowers, and grasses; and natural habitat, breeding sites, and corridors for the migration of birds and wildlife. By protecting Native Species, the Conservation Easement seeks to prevent the establishment of species other than Native Species, which often negatively affect the survival of Native Species and disrupt the functioning of ecosystems. Conservation of forest and woodland allows trees to store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, cleaning air. The Forest and Woodland Resources are more fully described in the Baseline Documentation Report.

(iii) **Wildlife Resources.** This Conservation Easement seeks to protect large intact areas of wildlife habitat and connect patches of wildlife habitat. Large habitat patches typically support greater biodiversity and can maintain more ecosystem processes than small patches. Large intact habitats allow larger, healthier populations of a species to persist, increasing the chance of survival over time. Fragmentation of large habitats often decreases the connectivity of systems, negatively affecting the movement of species necessary for fulfilling nutritional or reproductive requirements. This Conservation Easement protects habitat within and adjacent to Campbell Creek, Campbell Creek Estuary, and its upland buffer. The area within the easement boundaries provides suitable habitat for wildlife species including moose, bear, wolves, fox, and other native species. Numerous bird species and fish species use the area. This Conservation Easement is adjacent to Anchorage Coastal Wildlife Refuge, providing connectivity to a large protected area. The Wildlife Resources are more fully described in the Baseline Documentation Report.

(iv) **Scenic Resources.** This Conservation Easement seeks to protect scenic vistas visible from public rights-of-way and other public access points in the vicinity of the Property. The Scenic Resources protected by this Conservation Easement are visible from the Anchorage Coastal Wildlife Refuge, Selkirk Drive, West 100th Avenue, Endeavor Circle, and Lennox Drive, among others. The Scenic Resources are more fully described in the Baseline Documentation Report.

(v) **Compatible Land Use and Development.** The Resource Protection Area, Restricted Use Area, and Limited Development Areas have been sited within the



Property to accommodate existing and future development. These areas have been specifically delineated and located to protect and preserve the Conservation Purposes and to minimize intrusion into scenic views from the Anchorage Coastal Wildlife Refuge and other locations.

(b) Goals

(i) **Resource Protection Area.** Within the Resource Protection Area, the Conservation Easement seeks to protect natural resources to keep them in an undisturbed state except as required to promote and maintain a diverse community of predominantly Native Species.

(ii) **Restricted Use Area.** Within the Restricted Use Area, the Conservation Easement seeks to protect relatively natural habitat and scenic views of and across the Property for the public by limiting and locating development and uses within the area.

(iii) **Limited Development Areas.** Within Limited Development Areas, the Conservation Easement seeks to promote compatible land use and development of activities, uses, and Additional Improvements to support permitted activities and uses outside the Limited Development Areas and within the Property, subject to those constraints necessary to achieve the Conservation Purposes of the Property.

2.03 Other Items

(a) Baseline Documentation Report

Owner and Holder have signed an acknowledgement certifying that the "Baseline Documentation Report" 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 hereto as Exhibit C. A copy of the Baseline Documentation Report is held by Owner, and the original is kept on file at the principal office of Holder. The Baseline Documentation Report contains an original, full-size version of the Easement Map and other information sufficient to identify on the ground the protection areas identified in this Conservation Easement. The Baseline Documentation Report describes Existing Improvements, identifies the conservation resources of the Property described in the Conservation Purposes, and includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date. Owner and Holder acknowledge and agree that Holder will update the Baseline Documentation Report following removal of Existing Improvements. Owner understands that the initial and updated Baseline Documentation Report 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.

(b) Public Benefit

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 Documentation Report identifies public policy statements and other factual information supporting the significant public benefit of this Conservation Easement.

(c) Mineral Interests

The subsurface estate in the Property has been reserved as specified in Exhibit A. No Person has retained an interest in subsurface oil, gas, or other minerals or the right to



access such minerals that would adversely affect the conservation values or Purposes. A Remoteness Letter from a qualified geologist is on file with Holder.

Article III. Subdivision; Establishment of Limited Development Areas

3.01 Prohibition

The Property is currently comprised of three (3) Existing Lots, all of which are owned by Owner. Subdivision of the Property without permission of Holder is prohibited and Owner shall maintain all of the Existing Lots comprising the Property, and all interests therein, under common ownership, as though a single Existing Lot, except as set forth below.

3.02 Permitted Subdivision

The following Subdivisions are permitted:

(a) Lot Line Change

Resubdivision to remove a boundary line between Existing Lots within the Property in order to combine two or more lots into one lot.

(b) Transfer to Qualified Organization

Subject to Review, Subdivision to permit the transfer of a portion of the Property to a Qualified Organization for use by the Qualified Organization for park, nature preserve, public trail, or other conservation purposes consistent with and in furtherance of the Conservation Purposes.

(c) Amendment

Holder will require Owner to execute an Amendment of this Conservation Easement to reflect any change initiated by Owner to the description of the Property set forth in Exhibit A or any other changes resulting from Subdivision, and the cost of such Amendment shall be paid by Owner.

Article IV. Improvements

4.01 Prohibition

Improvements within the Property are prohibited except as permitted in this Article. Except as noted below, all permitted Improvements may be maintained, repaired, and replaced within their designated areas.

4.02 Permitted Within Resource Protection Area

The following Improvements are permitted within the Resource Protection Area:

(a) Existing Agreements

Improvements that Owner is required to allow under Existing Agreements are permitted.

(b) Additional Improvements

The following Additional Improvements are permitted:

(i) Subject to Review, fences, walls, and gates for the maintenance and benefit of the Conservation Purposes. Fences must be constructed in a manner that preserves scenic



views and maintains or enhances the habitat and other values described in the Conservation Purposes.

- (ii) Regulatory Signs.
- (iii) Habitat enhancement devices such as birdhouses and bat houses.
- (iv) Subject to Review, trails, provided that if they cross Wet Areas they are constructed on boardwalk or other similar and appropriate construction. If the trails do not cross Wet Areas the trails may be covered (if at all) by wood chips, gravel, or other highly porous surface.
- (v) Subject to Review, footbridges, stream crossing structures, and stream access structures.
- (vi) Subject to Review, Site Improvements associated with Restoration activities.

4.03 Permitted Within Restricted Use Area

The following Improvements are permitted within the Restricted Use Area:

(a) Permitted under Preceding Section

Any Improvement permitted under Section 4.02 of this Article is permitted.

(b) Existing Improvements

Any Existing Improvement that has not been removed to restore the Property to a more natural state, as identified in the Baseline Documentation Report, may be maintained, repaired, and replaced in its existing location.

(c) Additional Improvements

The following Additional Improvements are permitted:

- (i) Site Improvements reasonably required for activities and uses permitted within the Restricted Use Area described in Article V at Section 5.04.
- (ii) Subject to Review, Utility Improvements and Site Improvements servicing the Property, if not reasonably feasible to install entirely within the Limited Development Areas.
- (iii) Subject to Review, Site Improvements associated with the provision of public access to and viewing of the Anchorage Coastal Wildlife Refuge.

(d) Limitations on Additional Improvements

Additional Improvements permitted within the Restricted Use Area are further limited as follows:

- (i) Fences, walls, and gates are permitted only as described in Section 4.02(b)(i) of this Conservation Easement.
- (ii) Access Drives are limited to existing unpaved driving surfaces and those rights under Existing Agreements, unless Holder, without any obligation to do so, approves, after Review, an impervious surface coverage.
- (iii) Signs other than Regulatory Signs are limited to a maximum of eight (8) square feet per sign. The combined total of Regulatory Signs and other signs within the Restricted Use Area may not exceed 20.
- (iv) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
- (v) Utility Improvements are limited to those that may be installed under Existing Agreements; otherwise, Utility Improvements to service Improvements not within the



Property are not permitted unless Holder, without any obligation to do so, approves such Improvements after Review.

(vi) Subject to Review, Improvements to support recreational and open-space activities and uses are limited to Site Improvements.

4.04 Permitted Within Limited Development Areas

The following Improvements are permitted within Limited Development Areas:

(a) Permitted under Preceding Sections

Any Improvement permitted under Sections 4.01 – 4.03 of this Article is permitted.

(b) Additional Improvements

The following Additional Improvements are permitted:

- (i) Utility Improvements and Site Improvements servicing activities, uses, or Improvements permitted within the Property.
- (ii) Signs in addition to Regulatory Signs installed for interpretation purposes and pertain to the conservation values of the Property.
- (iii) Subject to Review, Improvements to service, maintain, and enhance the conservation purposes of the Property, including public access and recreation. Improvements may include, but are not limited to, access roads, gates, fences, safety bollards, parking areas, gazebos, outhouses, kiosks, limited paved surfaces, or other improvements deemed necessary to support the conservation values of the Property.

(c) Limitations on Additional Improvements

- (i) All Additional Improvements must be constructed using Best Management Practices and designed for compatibility with the Conservation Purposes and conservation values of the Property.

Article V. Activities; Uses; Disturbance of Resources

5.01 Prohibition

Activities and uses are limited to those permitted in this Article, provided the intensity or frequency of the activity or use does not materially or adversely affect the Conservation Purposes. All other activities and uses of the Property are prohibited, unless Holder, without any obligation to do so, approves additional activities and uses upon Review.

5.02 Density Issues under Applicable Law

(a) Promoting Development outside the Property

Neither the Property nor the grant of this Conservation Easement may be used under Applicable Law to increase density or intensity of use or otherwise promote the development of other lands outside the Property.

(b) Transferable Development Rights

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

5.03 Permitted Within Resource Protection Area

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



(a) Existing Agreements

Activities, uses, and Construction that Owner is required to allow under Existing Agreements or other agreements entered prior to the Easement Date addressing removal of Existing Improvements.

(b) Disturbance of Resources

(i) Cutting trees, Construction, or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, property, or health of trees and 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.

(ii) Planting a diversity of Native Species of trees, shrubs, and herbaceous plant materials in accordance with Best Management Practices.

(iii) Removal and disturbance of soil, rock, and vegetative resources to the extent reasonably necessary to accommodate Construction of Improvements and/or Site Improvements permitted within the Resource Protection Area under Article IV 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.

(iv) Vehicular use in case of emergency; non-emergency vehicular use in connection with activities or uses permitted within the Resource Protection Area, on roads, tracks, and trails located on the Property as of the Easement Date and shown on the Easement Map and described in the Baseline Documentation Report.

(v) Subject to Review, removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs, and herbaceous plant materials.

(vi) Other resource management activities that Holder, without any obligation to do so, determines are consistent with the Conservation Purposes and are conducted in accordance with a Resource Management Plan approved for that activity after Review.

(vii) Subject to Review, the Enhancement and Restoration of Wet Areas.

(c) Other Activities

Activities that do not require Improvements other than trails and do not materially or adversely affect maintenance or attainment of the Conservation Purposes, such as the following: (i) walking, cross-country skiing, bird watching, nature study, and (ii) educational or scientific activities consistent with and in furtherance of the Conservation Purposes. Vehicular use is not permitted in connection with the activities permitted under this subsection if such use is so intensive as to create new roads, tracks, or trails within the Resource Protection Area, except in the case of Emergency. All roads, tracks, and trails existing as of the Easement Date are shown on the Easement Map and described in the Baseline Documentation Report.

5.04 Permitted Within Restricted Use Area

The following activities and uses are permitted within the Restricted Use Area so long as no Invasive Species are introduced by such activities or uses:

(a) Permitted under Preceding Sections

Activities and uses permitted under Section 5.03 of this Article are permitted within the Restricted Use Area.

(b) Disturbance of Resources

- (i) Subject to Review, removal of vegetation and other Construction activities reasonably required to accommodate Improvements permitted within the Restricted Use Area under Article IV.
- (ii) Subject to Review, except within Wet Areas, cutting trees to create and maintain two viewpoint/overlook areas.
- (iii) Subject to Review, brushing and/or removing vegetation on the existing field, as documented in the Baseline Documentation Report, to maintain open field and edge habitat, provided, however, that such brushing or removal does not adversely affect nesting birds.

(c) Release and Disposal

- (i) Application of substances (other than manure) to promote health and growth of vegetation in accordance with manufacturer's recommendations and Applicable Law.
- (ii) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Resource Protection Area.
- (iii) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Property if not reasonably feasible to confine such disposal to the Limited Development Areas.

(d) Other Activities

- (i) Recreational and open-space activities and uses that (1) do not require Improvements other than those permitted within the Restricted Use Area in Article IV; (2) do not materially or adversely affect scenic views and other values described in the Conservation Purposes; and (3) do not require motorized vehicular use other than for resource management purposes.
- (ii) Subject to Review, removal of Existing Improvements including buildings, fences, personal property, and other associated items present on the Property at closing.
- (iii) Subject to Review, any occupation, activity, or use if wholly contained within an enclosed Improvement that Holder, without any obligation to do so, determines is consistent with the Conservation Purposes. The phrase "wholly contained" means that neither the primary activity or use or any accessory uses such as parking or signage, are visible or discernable outside the Improvement; however, subject to Review, exterior vehicular parking and signage accessory to such uses may be permitted by Holder.

5.05 Permitted Within Limited Development Areas

A maximum of two Limited Development Areas are permitted within the Property, within the general locations shown on the Easement Map. The Limited Development Areas shall be surveyed as of the Easement Date, with dimensions not to exceed 32,000 square feet each. The following activities and uses are permitted within the Limited Development Areas:



(a) Permitted under Preceding Sections

Activities and uses permitted under Sections 5.03 and 5.04 of this Article are permitted within the Limited Development Areas.

(b) Disturbance of Resources

Disturbance of resources within the Limited Development Areas is permitted for purposes reasonably related to activities or uses permitted within the Limited Development Areas, provided, however, that no Invasive Species may be introduced during any such disturbance.

(c) Release and Disposal

- (i) Disposal of sewage effluent from Improvements permitted within the Property.
- (ii) Other piling of materials and non-containerized disposal of substances and materials, but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching beyond the Limited Development Areas; and does not adversely affect the Conservation Purposes applicable to the Limited Development Areas including those pertaining to scenic views.

Article VI.

Rights and Duties of Holder and Third Parties with Rights of Enforcement

6.01 Grant to Holder

(a) Grant in Perpetuity

Holder may administer and enforce the restrictions and limitations set forth in this Conservation Easement in accordance with the terms and conditions hereof in furtherance of the Conservation Purposes.

(b) Superior to all Liens

Owner warrants to Holder that the Property is, as of the Easement Date, free and clear of all Liens created or authorized by Owner.

6.02 Rights and Duties of Holder

The grant to Holder under Section 6.01 gives Holder the right and 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 reasonable notice, in a reasonable manner, and at reasonable times.



(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), and apply the terms of this Conservation Easement to changes occurring or proposed within the Property.

(e) 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 Documentation Report and, if necessary, to restore or cause the restoration of those values on the Property.

6.03 Other Rights of Holder

Holder, without any obligation to do so, has the right to exercise the following rights:

(a) Amendment

To enter into an Amendment if Holder determines that the Amendment is consistent with and in furtherance of the Conservation Purposes and Holder's mission; will result in either a positive or not less than neutral conservation outcome; will not result in any private benefit or private inurement prohibited under the Code; and otherwise conforms to Holder's policy with respect to Amendments as such policy is in effect from time to time. The grant of an Amendment in any instance does not imply that an Amendment will be granted in any other instance.

(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 the number or size of signs permitted to Owner under Article IV. Signs are to be of the customary size installed by Holder and must be installed in locations visible from the public right-of-way and otherwise reasonably acceptable to Owner.

(c) Seasonal Closure

To determine if seasonal closure of all or part of the Property is reasonably necessary to protect the conservation values of the Property, and, if so, to require Owner to post and enforce the seasonal closure.

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 Improvement, activity, use, Subdivision, or Construction 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 is required to resubmit its notice. Holder shall make its determination as described in subsection (b) within 30 days of the notice given under this subsection (c). Holder's failure to render its determination within 30 days shall constitute approval of the activity or use described in Owner's written notice submitted under this Section 6.04.

(d) 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 adversely affect natural resources described in the Conservation Purposes or that is otherwise inconsistent with maintenance or attainment of Conservation Purposes.

6.05 Reimbursement

Except as otherwise provided in this Conservation Easement, if Owner violates the terms of this Conservation Easement, 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.

6.06 Third Party Rights

(a) Rights of funding entities

(i) This Property was acquired in part with funds provided by the U.S. Department of Interior, Fish and Wildlife Service, pursuant to grant number AK-C-15-L-1 from the National Coastal Wetlands Conservation Grant program (50 CFR Part 84), and will be managed for the purpose of this grant, in accordance with applicable federal and State law. The Property may not be disposed of in any manner, or used for purposes inconsistent with the Program for which it was acquired, without the prior approval of the Regional Director – Alaska Region, U.S. Fish and Wildlife Service.

(ii) This Property was acquired, in part, with funds from federal financial assistance award NA09NMF4380373 through the National Oceanic and Atmospheric Administration's (NOAA's) Pacific Coastal Salmon Recovery Fund (PCSRF). Title to this Property shall vest in Owner subject to the conditions that the Property be managed



for conservation purposes and consistent with the purposes for which it was funded through the PCSRF. The Holder of this Conservation Easement is responsible for monitoring and enforcing the terms of this easement and shall not exchange, reassign, extinguish, or otherwise dispose of it, or modify the terms, without the approval of NOAA or its successor agencies. Pursuant to 15 CFR 24.31(c), in the event NOAA becomes aware that the Property or easement has been disposed of, transferred, or exchanged; there are title discrepancies or encumbrances that NOAA deems interfere with the purpose for which these funds were granted; or if NOAA determines that the Property has ceased to be used for the purposes for the original purposes as approved by NOAA, the Owner and Holder shall reimburse NOAA for the share of the federal funds received for the project based on the fair market value of the interest in the land at the time of disposal, or the grant amount, whichever is greater, except as provided in subparagraph (vi).

(iii) This Conservation Easement is funded, in part from fees acquired through The Great Land Trust, Inc.'s in Lieu Fee Wetland Mitigation program pursuant to the terms of that July 16, 1998 agreement between The Great Land Trust, Inc. and the U.S. Army Corps of Engineers establishing the Fee-Based Compensatory Mitigation Program. As such, acquisition of this Conservation Easement serves as wetland mitigation to offset impacts to wetlands elsewhere in the Municipality of Anchorage.

(iv) The Property is being acquired with Coastal Impact Assistance Program (CIAP) funds and is subject to the restrictions of the CIAP program. If the use of the Property is inconsistent with the purpose(s) for which it was acquired, such activities must cease, and any adverse effects on the Property must be corrected with non-Federal monies.

(v) The purchase of the Property is partially funded by a National Fish and Wildlife Foundation (NFWF) grant. Notification must be provided to NFWF of any future circumstance that results in 1) the termination or extinguishment, in whole or in part, of the Conservation Easement or 2) the condemnation of the Property, in whole or in part, through an exercise of eminent domain. Under any such circumstance, the amount of compensation to which Holder of the easement shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property shall be apportioned to reimburse NFWF the amount of the NFWF grant. NFWF will use such recovered funds to purchase, restore, or enhance similar wildlife habitats.

(vi) Pursuant to that Agreement dated November 19, 2010 between The Great Land Trust, Inc. and the Municipality of Anchorage, if the Municipality of Anchorage exercises its option to put the Property to The Great Land Trust, Inc., and if the Municipality of Anchorage is required to reimburse any grant funds or other amounts to any funder, The Great Land Trust, Inc. shall reimburse the Municipality the amount of such reimbursement of such grant funds and other amounts at closing on the put option.



Article VII. Violation; Remedies

7.01 Holder's Breach of Duty

(a) Failure to Enforce

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 rights in this Conservation Easement; and/or (ii) transferred to another Qualified Organization by a court of competent jurisdiction.

(b) Transferee

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 or that a violation is threatened or imminent, then the provisions of this Section shall 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 Violation(s)

If Owner has violated this Conservation Easement, then the provisions of this subsection shall apply. Owner's cure period expires ninety (90) 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:

- (i) Owner ceases the activity constituting the violation promptly upon receipt of Holder's notice;
- (ii) Owner and Holder agree, within the initial sixty (60) day period, upon the measures Owner will take to cure the violation;
- (iii) Owner commences to cure within the following thirty (30) day period;
- (iv) Owner continues thereafter to use best efforts and due diligence to complete the agreed upon cure.
- (v) If Owner's ability to commence cure is subject to Municipality of Anchorage Assembly appropriation, diligent submittal to the Assembly for approval shall constitute commencement of cure.

(c) Opportunity to Cure – Third Party Violation(s)

If a third party has violated this Conservation Easement, then the provisions of this subsection shall apply.

- (i) Owner shall exercise its best efforts given its available resources and priorities to cause the activity constituting the violation to cease promptly upon receipt of Holder's notice;
- (ii) Owner and Holder shall consult together, within thirty (30) days of receipt of Holder's notice, upon the measures to cure the violation;
- (iii) Owner shall maintain, repair, and restore the Property in accordance with the terms and conditions of this Conservation Easement, the Municipality's customary



practices and procedures for comparable Municipal properties, and all federal, state and local laws, regulations and ordinances, including all federal and state environmental requirements; and use best efforts and due diligence to complete the cure within a reasonable time.

(d) 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 appropriate, in its discretion, to resolve the violation.

7.03 Remedies

Upon expiration of the cure period (if any) described in the Section 7.02, Holder may pursue any one or more of the following:

(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 persons acting on its behalf, at its direction or with its permission, and Holder shall have the right to enforce this Conservation Easement against Owner for any use of or activities upon the Property which are a violation of this Conservation Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than those described in the preceding sentence, Holder shall not have a right to enforce against Owner unless Owner fails to report such acts or omissions to Holder promptly upon learning of them.

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, upon mutual agreement with Holder, 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 pursuing an enforcement suit or action against such third party.

7.04 Modification or Termination

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 (hereafter, "Impossibility"), or if any Person seeks to modify or terminate this Conservation Easement for any reason other than by condemnation or Impossibility, 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 and Owner 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 by the court.

7.05 Remedies Cumulative

The description of Holder's remedies in this Article does not preclude Holder from exercising any other 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 prevented by Owner by reasonable means.

7.08 Multiple Owner; Multiple Lots

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

7.09 Multiple Owner; 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 is jointly and severally liable for the violation regardless of the form of ownership of the Lot.

7.10 Continuing Liability

If a Lot subject to this Conservation Easement is transferred while a violation remains uncured, the Owner who transferred the Lot remains liable for the violation jointly and severally with the Owner to whom the Lot was transferred. This provision does not apply if Holder has issued a certificate of compliance evidencing no violations within thirty (30) days prior to the transfer. It is the responsibility of the Owner owning the Lot prior to the transfer to request a certificate of compliance to verify whether violations exist as of the date of transfer.



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; or (iii) nationally recognized overnight courier, with all fees prepaid.

(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
632 West 6th Avenue
Anchorage, Alaska 99519-6650

Copy to: Municipal Attorney
Municipality of Anchorage
P.O. Box 196650
632 West 6th Avenue
Anchorage, Alaska 99519-6650

If to Holder: Executive Director
The Great Land Trust, Inc.
P.O. Box 101272
Anchorage, Alaska 99510-1272

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.

(a) By Holder

Holder may assign its rights and duties under this Conservation Easement, either in whole or in part, 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. The assigning Holder must deliver the Baseline Documentation Report 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 Owner and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property, and such Owners are bound by its terms whether or not the Owners had actual notice of this Conservation Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Conservation Easement.

8.04 Binding Agreement

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.

8.05 No Other Beneficiaries

This Conservation Easement does not confer any Enforcement Rights or other remedies upon any Person other than Owner, Holder and those identified to hold third party rights of enforcement (if any) specifically named in this Conservation Easement. Owners of Lots within or adjoining the Property are not beneficiaries of this Conservation Easement and, accordingly, have no right of approval or joinder in any Amendment other than an Amendment applicable to the Lot owned by such Owners. This provision does not preclude Owner or other Persons having an interest in this Conservation Easement from petitioning a court of competent jurisdiction to exercise remedies available under this Conservation Easement for breach of duty by Holder.

8.06 Representations and Warranties

(a) Hazardous Materials

Owner represents and warrants that Owner will comply with all environmental laws in using the Property and that Owner will not release any Hazardous Materials on the Property.

(b) State of Title

Owner warrants and covenants to and with Holder and its successors and assigns that Owner owns the Property.

(c) 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 represent and warrant 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 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 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.”
- (ii) The word “must” is 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.

8.10 Entire Agreement

This Conservation Easement and that Agreement between the Municipality of Anchorage and The Great Land Trust, Inc. dated November 19, 2010, are 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.

8.11 Incorporation by Reference

Each Exhibit attached to this Conservation Easement is incorporated into this Conservation Easement by this reference. The Baseline Documentation Report (whether or not attached to this Conservation Easement) is incorporated into this Conservation Easement by this reference.

8.12 Costs; Legal Requirements; Liabilities

Except as provided in this Conservation Easement and that Agreement between The Great Land Trust, Inc. and the Municipality dated November 19, 2010, Owner agrees that aside from Holder’s obligation to annually monitor the Property to ensure the Property use is consistent with this Conservation Easement, Holder will have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property, and will have no duty or responsibility for the operation or maintenance of the Property, the monitoring 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 provision of this Easement to the contrary, Holder is not an owner of the Property nor does Holder hold an interest in the Property of the nature that would cause Holder to be liable as a



responsible party for the discharge or cleanup of hazardous materials under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 – 9675, Alaska Statute 46.03.822, or any similar federal or state statutes or local ordinances or applicable regulations.

8.13 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 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.

8.14 Natural Events 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.

8.15 Recording

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

8.16 Intent

It is the intent of this Conservation Easement 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. 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 Municipality 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 Limited Development Areas and public rights-of-way.

9.02 Additional Improvements

All buildings, structures, facilities, and other improvements within the Property other than Existing Improvements.

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.

9.05 Best Management Practices

A series of guidelines or minimum standards (sometimes referred to as BMP's) recommended by federal, state and/or borough 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 BMP's 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 BMP's with respect to forest and woodland 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.

9.06 Code

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

9.07 Conservation Easement Act

The 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, sand, coal, petroleum or other minerals.

9.09 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*.

9.10 Designation Area

The area or areas shown on the Easement Map within which Owner may establish one or more Limited Development Areas in accordance with the provisions of this Conservation Easement.

9.11 Dwelling Unit

Use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

9.12 Enhancement

Activities conducted within existing wetlands that heighten, intensify, or improve one or more wetland functions. Enhancement is often undertaken for a specific purpose such as to



improve water quality, flood water retention or wildlife habitat. Enhancement results in a gain in wetland function, but does not result in a net gain in wetland acres.

9.13 Existing Agreements

Easements and other servitudes affecting the Property prior to the Easement Date and running to the benefit of utility service providers and other Persons that constitute legally binding servitudes prior in right to this Conservation Easement.

9.14 Existing Improvements

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

9.15 Existing Lots

Lots existing under Applicable Law as of the Easement Date.

9.16 Forestry

Planting, growing, nurturing, managing and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat and other Conservation Purposes.

9.17 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 § 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 § 9601 et seq.) as amended; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC § 2601 et seq.) as amended; (d) any substance regulated by the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 USC § 136 et seq.) as amended; (e) any pollutant as defined by the Water Pollution Control Act (33 USC § 1251 et seq.) as amended; (f) any air pollutant as defined by the Clean Air Act (42 USC § 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.

9.18 Improvement

Any Existing Improvement or Additional Improvement.

9.19 Indemnified Parties

Holder, each holder of a third party right of enforcement (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.

9.20 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, 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.



9.21 Lien

Any mortgage, lien or other encumbrance securing the payment of money.

9.22 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.

9.23 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.

9.24 Lot

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

9.25 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.

9.26 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, publications of 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.

9.27 Owner

The undersigned Owner and all Persons after them who hold an interest in the Property.

9.28 Person

An individual, organization, trust or other entity.

9.29 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.

9.30 Qualified Organization

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

9.31 Regulations

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



9.32 Regulatory Signs

Signs (not exceeding one square foot each) to control access to the Property, to state limitations on the use of the Property, or for informational, directional or interpretive purposes.

9.33 Remoteness Letter

A letter from a qualified geologist stating that the probability of subsurface mining occurring on the property is so remote as to be negligible.

9.34 Renewable Energy

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

9.35 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.

9.36 Review

Review and approval of Holder under the procedure described in Article VI.

9.37 Restoration

Re-establishment or rehabilitation of a wetland or other aquatic resource with the goal of returning natural or historic functions and characteristics to a former or degraded wetland. Restoration may result in a gain in wetland function or wetland acres, or both.

9.38 Review Requirements

Collectively, any plans, specifications or information required for approval of the Subdivision, activity, use or Construction under Applicable Law (if any); or, if the preceding requirement is inapplicable, unavailable or insufficient under the circumstances, (a) sufficient information for Holder to determine whether the subject of the Review is consistent with the Conservation Purposes and the terms of this Conservation Easement or (b) the information required by guidelines for Review of submissions established by Holder as of the applicable date of reference.

9.39 Site Improvements

Unenclosed Improvements such as driveways, walkways, trails, boardwalks, storm water management facilities, bridges, parking areas and other pavements, lighting fixtures, signs, fences, walls, gates, man-made ponds, berms and landscaping treatments.

9.40 Soil Conservation Plan

A plan for soil conservation and/or sedimentation and erosion control that meets the requirements of Applicable Law.

9.41 Steep Slope Areas

Areas greater than one acre having a slope greater than 15%.

9.42 Subdivision

Any transfer of an Existing Lot into separate ownership; resubdivision to eliminate interior lot lines in order to consolidate any Existing Lots; any change in the boundary of the Property or any Lot within the Property; and any creation of a unit, lot or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership.

9.43 Sustainable

Land management practices that provide goods and services from an ecosystem without degradation of biodiversity and resource values at the site and without a decline in the yield of goods and services over time.

9.44 Utility Improvements

Improvements for the reception, storage or transmission of water, sewage, electricity, gas and telecommunications or other utilities.

9.45 Wet Areas

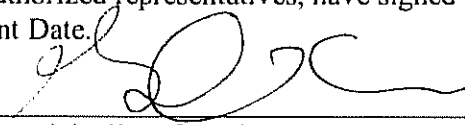
Watercourses, springs, wetlands and non-impounded standing water and areas within 100-feet of their edge.

9.46 Woodland Areas

Areas within the Property described as "wooded" or "forested" in the Baseline Documentation Report or identified as such on the Easement Map, or if not wooded or forested as of the Easement Date, are designated as successional woodland areas on the Easement Map.

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

Date 11/30/10


Municipality of Anchorage

By: George J. Vakalis
Municipal Manager

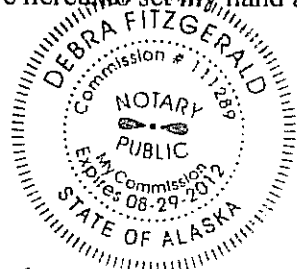


STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On this 30th day of November, 2010, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared George J. Vakalis, known to me to be the person whose name is subscribed to the within and foregoing Conservation Easement.

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

Debra Fitzgerald
Notary Public in and for Alaska
My Commission expires: 8/29/2012



ACCEPTANCE: The Great Land Trust, Inc. hereby accepts this Conservation Easement conveying to The Great Land Trust, Inc. the interest in the Property described herein.

THE GREAT LAND TRUST, Inc., an Alaska non-profit corporation

By: [Signature]
Name: John T. Baker
Title: Board Vice Chair

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On this 30th day of November, 2010, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John T. Baker, known to me to be the Board Vice Chair of THE GREAT LAND TRUST, Inc., and s/he acknowledged to me that s/he signed as accepting the foregoing Conservation Easement conveying to The Great Land Trust, Inc. the interest described herein, and s/he acknowledged to me that s/he executed the foregoing instrument as Chair of Board of Directors of The Great Land Trust, Inc. in the name of and for and on behalf of The Great Land Trust, Inc., freely and voluntarily and by authority of its Board of Directors.

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

Brenda E. Stuart
Notary Public in and for Alaska
My Commission expires: _____

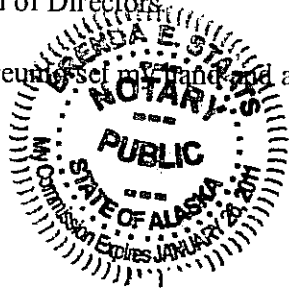


EXHIBIT A
PROPERTY LEGAL DESCRIPTION

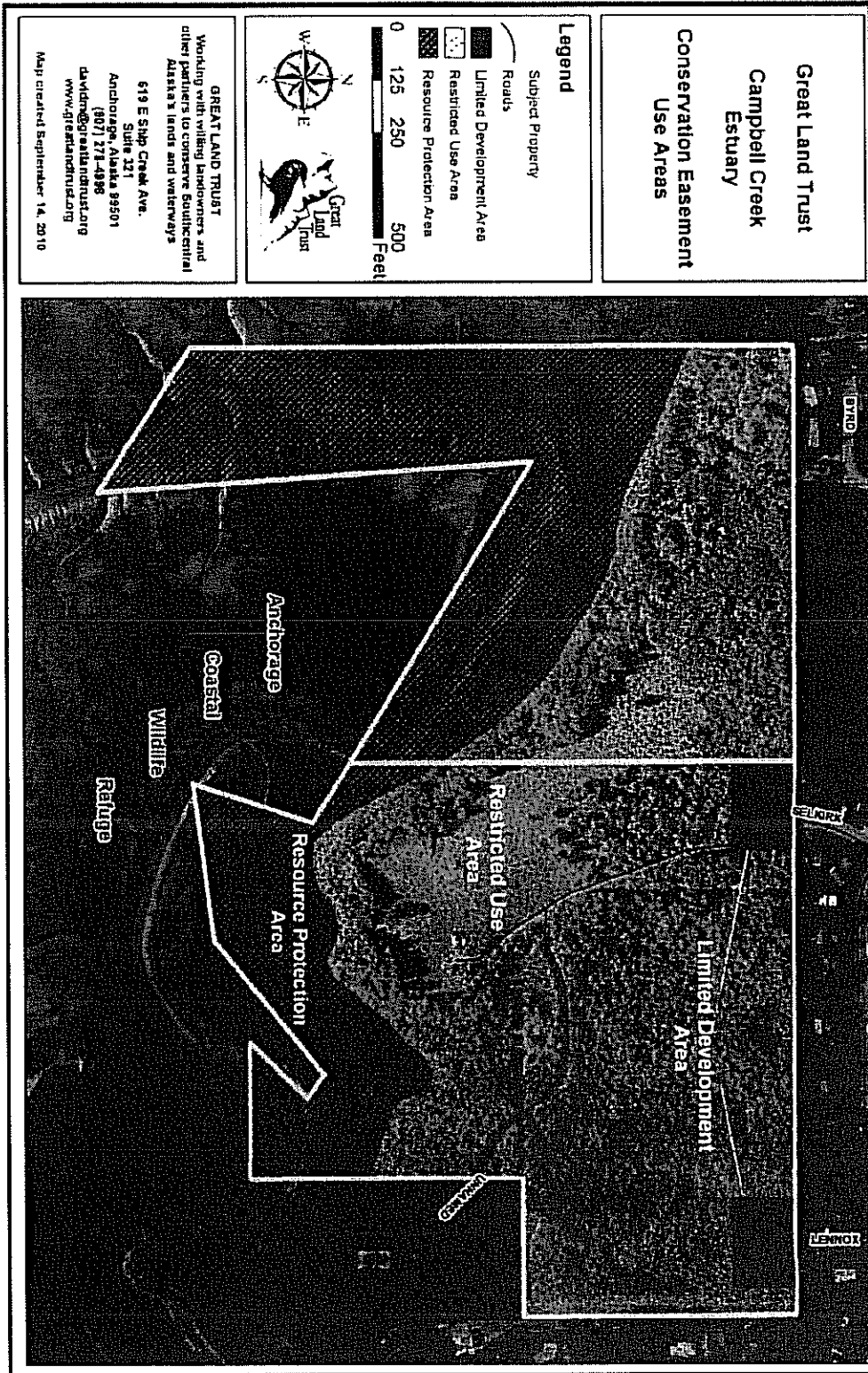
All of that certain real estate situated west of Campbell Lake and adjacent to Tumagain Arm in Anchorage, Alaska, more particularly described as follows:

All of Government Lots One (1) and Two (2), Section 15, Township 12 North, Range 4 West, Seward Meridian, according to the official Bureau of Land Management Survey, in the Anchorage Recording District, Third Judicial District, State of Alaska, EXCEPT that portion of said Government Lot Two (2) lying within the West half of the West half of the Southeast quarter of the Northwest quarter of said Section 15, as conveyed by Deed recorded May 9, 1952 in Deed Book 72 at Page 30, ALSO, SAVING AND EXCEPTING therefrom the East half of the Southeast quarter of Government Lot One (1) of said Section 15, as conveyed by Deed recorded September 23, 1964 in Deed Book 288 at Page 229, Anchorage Recording District, Third Judicial District, State of Alaska,

Reserving to the Sellers the right to explore for and develop, drill, or otherwise extract all oils, gases, coal, ores, minerals, fissionable materials, and other minerals of every name and kind of description in the subsurface estate, or to store gases, provided that such extraction or storage shall not result in surface subsidence of all or any portion of the Property, and shall not occur within 300 feet of the surface of the Property, including the top 300 feet of the subsurface estate. Any entry to, development, storage or extraction of such from the subsurface estate shall be from elsewhere other than the surface estate, which is reserved to the owner thereof without interference from the holders of this subsurface estate.



EXHIBIT B EASEMENT MAP



The Great Land Trust, Inc.

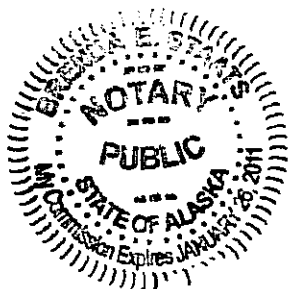
John T. Baker

Date: 11/30/2010

By: John T. Baker
Title: Board Vice Chair

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 30th day of November, 2010,
by John T. Baker, Board Vice Chair of The Great Land Trust,
Inc.



Brenda E. Staats
Notary Public in and for Alaska
My Commission Expires: _____

