



**First American**

*First American Title Insurance Company*  
265 E. Pioneer Ave., Ste 101  
Homer, AK 99603  
Phn - (907)235-5201  
Fax - (907)235-5203

**COMMITMENT  
FOR  
TITLE INSURANCE**

**To:**

State Of Alaska DOT  
4111 Aviation Drive  
Anchorage, AK 99502

Attn: Belinda Eaton  
Re: Homer Lake Street Rehabilitation, Parcel 1

**FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:**

First American Title Insurance Company  
265 E. Pioneer Ave., Ste 101  
Homer, AK 99603

Title Officer: Mary Ann Rowe  
File No: 0228-2760096  
Phone No: (907)235-5201  
Fax No: (907)235-5203  
Email: marowe@firstam.com



**First American**

*First American Title Insurance Company*  
265 E. Pioneer Ave., Ste 101  
Homer, AK 99603  
Phn - (907)235-5201  
Fax - (907)235-5203

**Homer OFFICE**  
**FAX (907)235-5203**

Title Officer: **Mary Ann Rowe**  
Phone **(907)235-5201** - Email **marowe@firstam.com**

Re: Property Address: **177-140-06, Homer, AK 99603**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***FIRST AMERICAN TITLE INSURANCE COMPANY***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The General Exceptions and Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

*First American Title Insurance Company*

Mary Ann Rowe, Title Officer

### SCHEDULE A

1. Commitment Date: October 31, 2016 at 8:00 A.M.

2. Policy or Policies to be issued:

	AMOUNT	PREMIUM
ALTA Std Owner Policy 1402.06 (2006)-N	\$ Not Disclosed	\$ TBD
Proposed Insured: State of Alaska, Department of Transportation		
Chain of Deeds		\$ 100.00

3. (A) The estate or interest in the land described in this Commitment is:

A fee simple.

(B) Title to said estate or interest at the date hereof is vested in:

City of Homer

4. The land referred to in this Commitment is described as follows:

The Northwest one-quarter of the Southeast one-quarter (NW 1/4 SE 1/4) of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, Homer Recording District, Third Judicial District, State of Alaska;

SAVE AND EXCEPT that portion of land lying East of the Homer Spit Road in it's present location;

FURTHER EXCEPTING that portion deeded to the State of Alaska, Department of Highways in deed recorded in Book 75 at Page 74;

AND FURTHER EXCEPTING that portion deeded to the State of Alaska, Department of Transportation and Public Facilities in deed recorded in Book 264 at Page 326.

Should b e Book  
75 Page 67

**SCHEDULE B  
SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F)
  - 1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.
  - 2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

**NOTICE**

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

**NOTICE**

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of any title commitment or policy of title insurance.

The plat is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this plat for location or dimensions of the property and no liability is assumed for the correctness thereof.

**SCHEDULE B  
SECTION II**

**GENERAL EXCEPTIONS**

**PART ONE:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Rights of the state or federal government and/or the public in and to any portion of the land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the public records by the State of Alaska showing the general location of these rights of way.)
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.

**SCHEDULE B**  
**SECTION II**  
**EXCEPTIONS**

**PART TWO:**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Taxes and/or Assessments, if any, due The Kenai Peninsula Borough.
3. Taxes and/or Assessments, if any, due The City of Homer.
4. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.
5. Easement, including terms and provisions contained therein:  
Recording Information: January 20, 1995, Book 240 Page 673  
In Favor of: City of Homer  
For: Public use for a bicycle path and pedestrian path and appurtenances thereto  
Affects: See Instrument
6. Easement, including terms and provisions contained therein:  
Recording Information: January 20, 1995, Book 240 Page 677  
In Favor of: City of Homer  
For: Public use for a bicycle path and pedestrian path and appurtenances thereto  
Affects: See Instrument
7. Easement, including terms and provisions contained therein:  
Recording Information: January 20, 1995, Book 240 Page 680  
In Favor of: City of Homer  
For: Public use for a bicycle path and pedestrian path and appurtenances thereto  
Affects: See Instrument
8. Non-Exclusive Conservation Easements and Protective Covenants, in favor of the United States of America and the State of Alaska, including terms provisions and reservations thereof, as contained in instrument,  
Recorded: April 21, 1998  
Recording Information: Book 275 Page 243

9. Covenants, conditions and restrictions, including terms and provisions thereof, as set forth or referred to in the deed but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c):  
Recorded: April 21, 1998  
Recording Information: Book 275 Page 249
10. Evidence of the identity and authority of the officers of City of Homer to execute the forthcoming instrument must be submitted.

**Note: Our search of the 'public records' as defined in the Policy of Title Insurance to issue, discloses no matters against State of Alaska, Department of Transportation.**

**END OF SCHEDULE B**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I  
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.





*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# NOTICE!

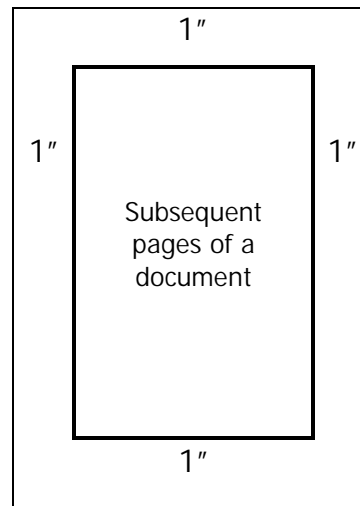
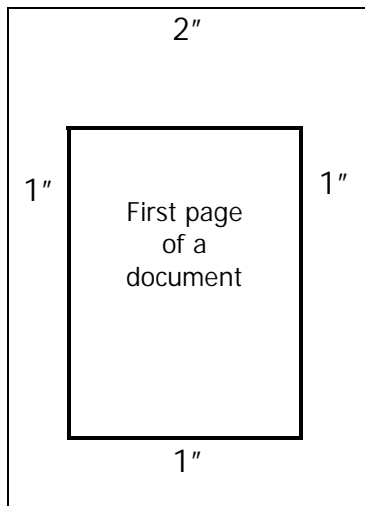
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing. It is essential that you comply with this notice. First American will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.

## Margin Requirements:

- First page of a document: Must contain two inches (2") of blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain one inch (1") margin on top, bottom and sides.

## Font Requirements:

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type



There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.

- For information on recording requirements, fees or office locations, visit the State Recorder's website at [www.recorder.alaska.gov](http://www.recorder.alaska.gov)



**First American Title Insurance Company**

265 E. Pioneer Ave., Ste 101  
Homer, AK 99603  
Phone: (907)235-5201 / Fax: (907)235-5203

PR: 0228

Ofc: 0228

**Invoice**

To: State Of Alaska DOT  
4111 Aviation Drive  
Anchorage, AK 99502

Invoice No.:  
Date: November 08, 2016

Our File No.: 0228-2760096  
Title Officer: Mary Ann Rowe  
Escrow Officer:

Attention: Belinda Eaton

Your Reference No.: Homer Lake Street

RE: Property:  
177-140-06, Homer, AK 99603

Liability  
Owners: \$ 0.00  
Lenders: \$ 0.00

Buyers: State of Alaska, Department of Transportation  
Sellers: City of Homer

Description of Charge	Invoice Amount
Service: Minimum Cancellation Fee (including \$100.00 Chain of Deeds)	\$ 350.00
<b>Invoice Total</b>	<b>\$ 350.00</b>

The charges on this invoice are reflective of the minimum cost of production of the products or services provided and are due and payable within 30 days of the above date. Charges on this invoice may be fully credited towards the final policy premiums upon closing.

**Credit may be given if a future Policy is issued on the subject property within 2 years from the date of this invoice.**

Comments: Homer Lake Street Rehabilitation, Parcel 1

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to*  
First American Title Insurance Company  
Attn: Accounts Receivable Department

**Tabulation of Sales**

Name: **City of Homer**

Reference #: **Homer Lake  
Street Rehabilitation**

ADDRESS: **177-140-06,**

PARCEL NO. **1**

**Homer, AK 99603**

Legal Description:

Order No. **0228-2760096**

**The Northwest one-quarter of the Southeast one-quarter (NW 1/4 SE 1/4) of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, Homer Recording District, Third Judicial District, State of Alaska;**  
**SAVE AND EXCEPT that portion of land lying East of the Homer Spit Road in it's present location;**  
**FURTHER EXCEPTING that portion deeded to the State of Alaska, Department of Highways in deed recorded in Book 75 at Page 74;**  
**AND FURTHER EXCEPTING that portion deeded to the State of Alaska, Department of Transportation and Public Facilities in deed reocrded in Book 264 at Page 326., HOMER Recording District**

Recdg. Date	Grantor	Grantee	Type of Instr.	Book	Page	Verified Purchase Price	Remarks (Includes Terms of Sale)
April 21, 1998	The Trust for Public Land	City of Homer	Warranty Deed	275	249		

Appraiser must check for sales subsequent to title search and, if any, include in above tabulation.

I certify that the above Tabulation of Sales is correct and that all sales of record are represented and listed, for the five (5) year period preceding the date of: **October 31, 2015 at 8:00 am.**

*First American Title Insurance Company*



Wesley E. Keller, Chief Title Officer

Note: In the event there have been no sales recorded in the past five years, the above information must be reflected for the vesting instrument.

Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



# Kenai Peninsula Borough, Alaska

## Assessing Department

2760096

- Go Back
- Property Search
- Print Report
- Property Taxes

General Info		
<b>Property Owner:</b> HOMER CITY OF 491 E PIONEER AVE HOMER AK 99603-7624 <input type="button" value="Change of Address"/> <input type="button" value="Owner(s)"/>	<b>Property ID</b>	17714006
	<b>Address</b>	
	<b>Transfer Date</b>	4/21/1998
	<b>Document / Book Page</b>	275 /249
	<b>Acreage</b>	39.2400
	<b>Tax Authority Group</b>	20 - HOMER CITY

Legal Description
<b>Description</b>
T 6S R 13W SEC 20 Seward Meridian HM NW1/4 SE1/4 EXC HOMER BY PASS RD

Value History									
Year	2016	2015	2014	2013	2012	2011	2010	2009	2008
Reason	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification
Land Assd	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$48,400	\$48,400	\$48,400	\$45,000
Imp Assd	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Assd</b>	<b>\$6,300</b>	<b>\$6,300</b>	<b>\$6,300</b>	<b>\$6,300</b>	<b>\$6,300</b>	<b>\$48,400</b>	<b>\$48,400</b>	<b>\$48,400</b>	<b>\$45,000</b>

Improvements
Improvements do not exist for this account.

Kenai Peninsula Borough  
Property Tax Division

Kenai Peninsula Borough - Property Tax Division  
PO Box 3040, Soldotna, Alaska 99669  
Phone: (907) 714-2304  
Fax: (907) 714-2376

Account Detail

- [Search Results](#)
- [View Assessment](#)
- [Map It](#)
- [Print this Page](#)

**KPB Tax Information**

PIN	Property Type	Last Update
17714006	Real Property	10/18/2016 8:05:54 AM

Mailing Address:  
HOMER CITY OF  
491 E PIONEER AVE  
HOMER , AK 99603-7624  
TAG  
20 - HOMER CITY

Location:  
0

[Change of Address](#)

Legal Description

T 6S R 13W SEC 20 Seward Meridian HM NW1/4 SE1/4 EXC HOMER BY PASS RD

**KPB Tax Bills**

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Amount Due
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total					\$0.00

**Browser Compatibility**

This site is best viewed using Google Chrome, Mozilla Firefox OR Internet Explorer 10

The Kenai Peninsula Borough Finance Department makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (907) 714-2304 or taxquestions@borough.kenai.ak.us

WARRANTY DEED

GRANTOR, THE TRUST FOR PUBLIC LAND, whose address is 506 Second Avenue, Suite 1510, Seattle, WA 98104, for and in consideration of ten dollars (\$10.00) and other good and sufficient considerations received, grants, conveys and warrants to GRANTEE, the City of Homer, whose address is 491 E. Pioneer Ave., Homer, Alaska, 99603, the following described real property situated in the Homer Recording District, Third Judicial District, State of Alaska, more fully described as follows:

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, save and EXCEPT that portion of land lying East of the Homer Spit Road in its present location, and further excepting that portion deeded to State of Alaska, Department of Highways in deed recorded in Book 75, Page 67, and further excepting therefrom that portion deeded to State of Alaska, Department of Transportation and Public Facilities in deed recorded in Book 264 at Page 326.

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

Subject to the following:

1. Reservations and exceptions as contained in U.S. Patent and/or in acts authorizing the issuance thereof.
2. Easement for public use in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 673 and Volume 240, Page 677.
3. Easement for a public bicycle and pedestrian path executed by Eunice M. Parent in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 680.
4. Easement for a public bicycle and pedestrian path executed by Donald L. Stroble in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 677.
5. Easement for a public bicycle and pedestrian path executed by Guy George in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 673.

WARRANTY DEED

K:\shared\legal\hs\deed.BS  
Page 1 of 3

STATE BUSINESS - NO CHARGE



- 6. Terms, provisions and conditions of those Conservation Easements granted by Grantor to the United States of America and the State of Alaska, respectively, dated as of the date of this deed.

In accepting the above-described real property, GRANTEE covenants and agrees to manage it so as to ensure public access for hunting, fishing, and other recreational uses in accordance with applicable laws and regulations and with the objectives of restoring and protecting natural resources.

Dated: APRIL 14, 1998.

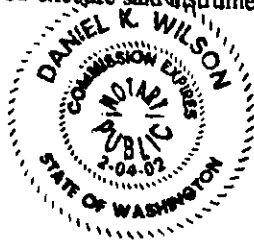
GRANTOR: THE TRUST FOR PUBLIC LAND

By: Thomas E Tyner

Its: REGIONAL COUNSEL & ASSISTANT SECRETARY

State of Washington )  
County of King ) ss.

On this 14<sup>TH</sup> day of APRIL, 1998, before me, DANIEL WILSON, the undersigned Notary Public in and for the state of Washington, personally appeared THOMAS E TYNER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as REGIONAL COUNSEL & ASS. SEC. on behalf of The Trust for Public Land, the corporation therein named and acknowledged to me that the corporation executed said instrument as its free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he was authorized to so execute said instrument.



Daniel K. Wilson  
Notary Public in and for the State of Washington,  
DANIEL K. WILSON  
Residing at SEATTLE  
My commission expires 02/04/2002

CITY ACCEPTANCE

On behalf of the City of Homer, State of Alaska, I do hereby accept title to the above described real property pursuant to Homer City Code Section 18.06.040.

By: Pat J. Walsh

Title: City Manager

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 9th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Pat J. Walsh, City Manager, to me known and known to be the person (s)he represented (her)himself to be, and the same identical person who executed the above and foregoing WARRANTY DEED on behalf of the City of Homer in the name of and for and on behalf of said City of Homer, freely and voluntarily for the use and purposes therein mentioned.

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

[Signature]  
Notary Public in and for the State of Alaska  
My commission expires: 01/07/99

Return to:  
Alex Swiderski  
Assistant Attorney General  
1031 W. 4th Avenue Suite 200  
Anchorage, Ak. 99501

Location Index:

001382  
N/C

HOMER REC  
DISTRICT  
REQUESTED BY KBI



BOOK 75 PAGE 67  
Homer Recording District

WARRANTY DEED

INDEXED

1673

The Grantors DONALD L. STROBLE, a single man, KENNETH A. STROBLE, a married man, VERN PARENT & EUNICE PARENT, husband & wife and GUY GEORGE, a single man, for and in consideration of One Hundred and no/100 (\$100.00) DOLLARS in hand paid, conveys and warrants to the STATE OF ALASKA, DEPARTMENT OF HIGHWAYS, the following described real estate, located in the State of Alaska, to wit:

All that part of the following described tract of land:

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, save and EXCEPT that portion of land lying East of the Homer Spit Road in its present location:

which lies within the right of way lines of Alaska Highway Project No. QF-021-1(25) delineated as to said tract of land on the plat attached hereto and made a part hereof as page 3 of this instrument and designated as Parcel No. 39, said parcel containing .007 acres more or less, in addition to existing highway, is hereby conveyed to the State of Alaska.

Dated this 20th day of December, 19 73.

\_\_\_\_\_  
BY: \_\_\_\_\_  
His attorney in fact  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Guy George  
\_\_\_\_\_  
Vern Parent  
\_\_\_\_\_  
Eunice M Parent

ACKNOWLEDGMENT

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

On this 14th day of December, 1973 before me, the undersigned, a Notary Public in and for the said State, personally appeared DONALD L. STROBLE, known to me to be the person whose name is subscribed to the attached instrument as the attorney in fact of KENNETH A. STROBLE, and acknowledged to me that he subscribed the name of KENNETH A. STROBLE thereto as principal, and his own as attorney in fact.

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

My Commission Expires: August 16, 1975

\_\_\_\_\_  
Notary Public

Project No. QF-021-1(25)  
Parcel No. 39

ACKNOWLEDGEMENT

STATE OF ALASKA

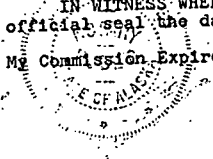
THIRD JUDICIAL DISTRICT

ON THIS 14th day of December, 1973, before me, the undersigned, a Notary Public in and for the said State, personally appeared DONALD L. STROBLE, a single man, and GUY GEORGE, a single man, the Grantors, known to me to be the identical persons who executed the foregoing instrument and they acknowledged to me that they signed the same as their free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

My Commission Expires: August 16, 1975

*John L. Powers*  
Notary Public



ACKNOWLEDGEMENT

STATE OF ALASKA

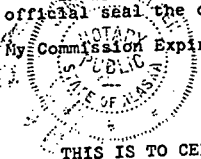
THIRD JUDICIAL DISTRICT

ON THIS 20th day of December, 1973, before me, the undersigned, a Notary Public in and for the said State, personally appeared VERN PARENT and EUNICE PARENT, husband and wife, the Grantors, known to me to be the identical persons who executed the foregoing instrument and they acknowledged to me that they signed the same as their free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

My Commission Expires: August 16, 1975

*John L. Powers*  
Notary Public






CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF HIGHWAYS, Grantee herein, acting by and through its Commissioner of Highways, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of February, 1974.

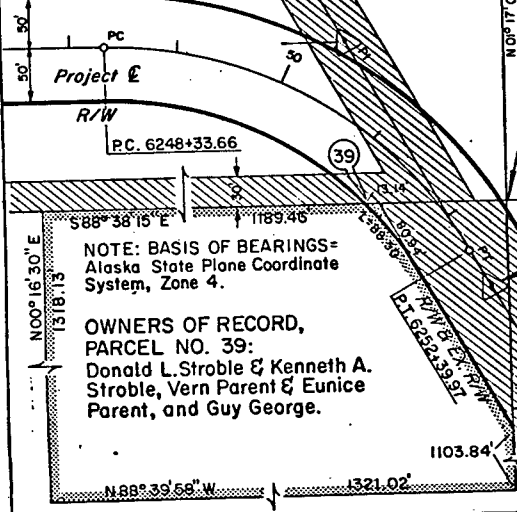
DEPARTMENT OF HIGHWAYS

By *John L. Powers*  
For the Commissioner

-  Required for R/W
-  Remaining in Parcel
-  Existing R/W

Sec. 20  
 T6S R13W  
 S. M.

P.I. 6250+58.42  
 $\Delta = 60^\circ 56' 45''$   
 $D = 15^\circ R1$   
 $T = 224.76'$   
 $L = 406.31'$   
 $R = 381.972'$   
 R/W



LOCATION  
 DETAIL  
 CE 1/16 COR

NOTE: BASIS OF BEARINGS=  
 Alaska State Plane Coordinate  
 System, Zone 4.

OWNERS OF RECORD,  
 PARCEL NO. 39:  
 Donald L. Stroble & Kenneth A.  
 Stroble, Vern Parent & Eunice  
 Parent, and Guy George.

PROJ. F021-1(25) URBAN SEC.  
 E.O.P. 6252+7841 BACK

BELUGA LAKE PROJ.  
 00A 6277+00 PI AHEAD

74 000292  
 7/10

RECORDED FILED  
 HOMER RECORDING  
 DISTRICT

FEB 25 1 40 PM '74

REQUESTED BY atg  
 ADDRESS Homer

<u>Keneth A. Stroble</u>	12-14-73
<u>Donald L. Stroble</u>	12-14-73
<u>Guy George</u>	12-14-73
<u>Vern Parent</u>	12-20-73
<u>Eunice Parent</u>	12-20-73
SIGNATURE <u>Eunice Parent</u>	DATE 12-20-73
ATTACHED TO <u>WD</u>	DATED 12-20-73
PAGE 3	OF 3

STATE OF ALASKA  
 DEPARTMENT OF HIGHWAYS

PLAT SHOWING RIGHT OF WAY REQUIRED

CENTRAL DISTRICT	AREA <u>0.007 AC.</u>
SCALE 1"=100'	PROJECT <u>QF-021-1(25)</u>
DWN <u>RDM</u> DATE <u>9/5/73</u>	PARCEL <u>39</u>

BOOK 264 PAGE 326

WARRANTY DEED

THE GRANTORS, DONALD L. STROBLE and KENNETH A. STROBLE, an estate in fee simple, as tenants in common, as to an undivided 1/3 interest; EUNICE PARENT, and estate in fee simple, as to an undivided 1/3 interest; GUY GEORGE, and estate in fee simple, as to an undivided 1/3 interest, 512 Fifth Avenue West, #8, Seattle, Washington 98111-3944, for and in consideration of Twenty Three Thousand Four Hundred and No/100—(\$23,400.00)— DOLLARS, in hand paid, conveys and warrants to the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, P.O. Box 196900, Anchorage, Alaska 99519-6900, the following described real estate, located in the State of Alaska to wit:

All that part of the following described tract of land:

A portion of the Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 13 West, Seward Meridian, save and except that portion of land lying East of the Homer Spit Road in its present location, and further excepting that portion deeded to the State of Alaska, Department of Highways in deed recorded in Book 75, Page 67, Homer Recording District, Third Judicial District, State of Alaska,

which lies within the right of way lines of Alaska Project No. STP-0001(73)/51238 delineated as to said tract of land on the plat attached hereto and made a part hereof as page 4 of this instrument and designated as:

Parcel No. 2

said parcel containing 0.3620 hectares (ha), more or less, in addition to the existing right of way, are hereby conveyed to the State of Alaska, Department of Transportation and Public Facilities.

Dated this 7<sup>TH</sup> day of MARCH, 19 97.

Donald L. Stroble  
DONALD L. STROBLE

Kenneth A. Stroble P.O.  
KENNETH A. STROBLE

Eunice Parent  
EUNICE PARENT

Guy George  
GUY GEORGE

RETURN TO:  
STATE OF ALASKA DOT/PF  
P.O. BOX 196900  
ANCHORAGE, AK 99519-6900  
RIGHT OF WAY BRANCH

BOOK 264 PAGE 327  
ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

ON THIS 6<sup>th</sup> day of March, 1997, before me the undersigned, a Notary Public in and for the said State, personally appeared DONALD L. STROBLE, known to me to be the identical person who executed the foregoing instrument and he acknowledged to me that he signed the same as his free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

My Commission Expires:  
Sept. 30<sup>th</sup>, 2000

*R. Daugherty*  
Notary Public



ACKNOWLEDGMENT OF GRANTOR  
POWER OF ATTORNEY

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

ON THIS 8<sup>th</sup> day of May, 1997, before me the undersigned, a Notary Public in and for the said State, personally appeared Donald L. Stroble, known to me to be the identical person, who executed the foregoing instrument as the attorney in fact of Kenneth A. Stroble, and acknowledged to me that he subscribed the name(s) Kenneth A. Stroble thereto as principal and his own as attorney in fact.

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

My Commission Expires:  
Sept. 30<sup>th</sup>, 2000

*Rachelle L. Daugherty*  
Notary Public



ACKNOWLEDGMENT OF GRANTOR

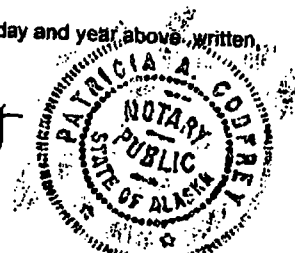
STATE OF ALASKA  
Third Judicial District

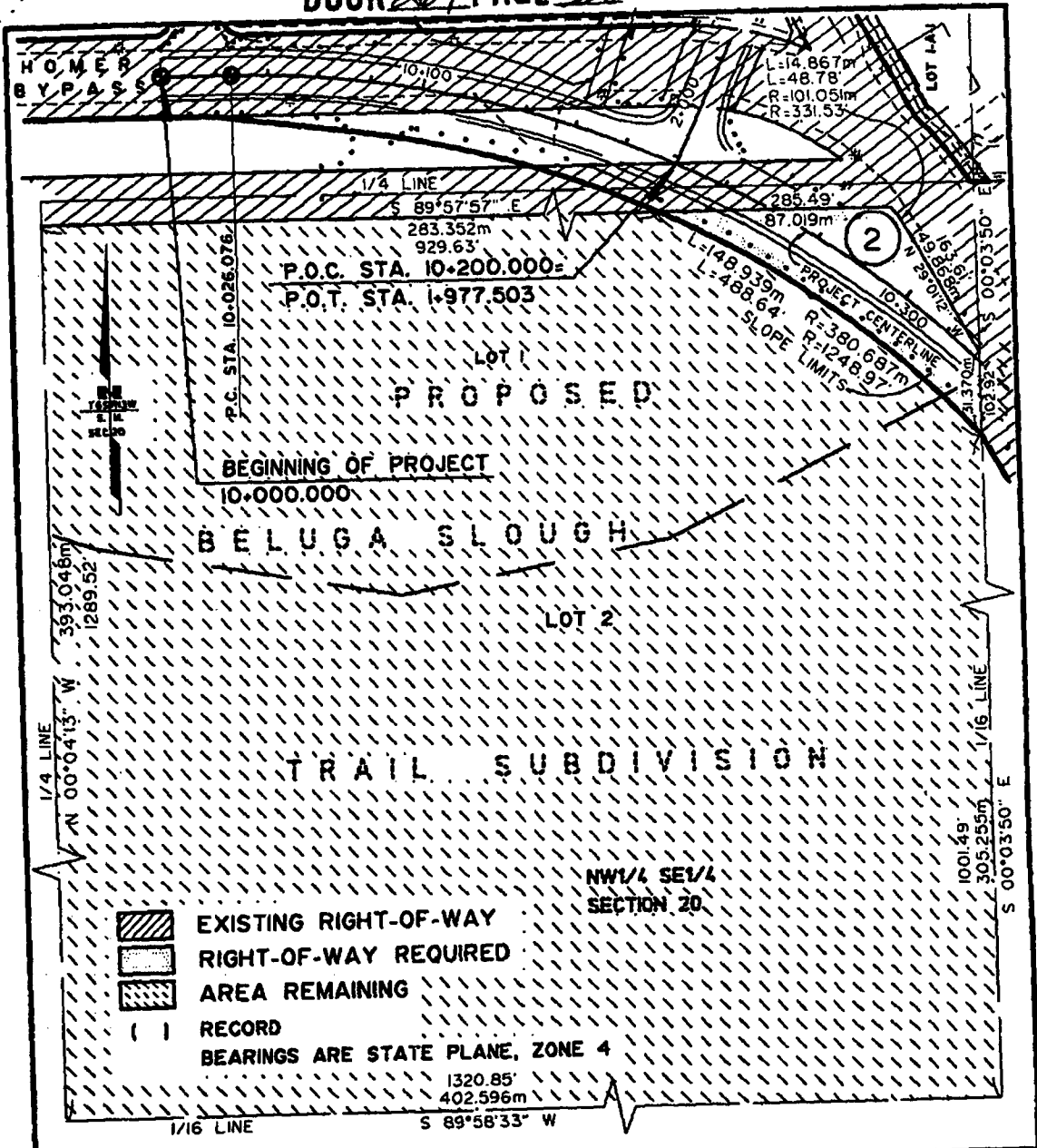
ON THIS 7<sup>th</sup> day of March, 1997, before me the undersigned, a Notary Public in and for the said State, personally appeared EUNICE PARENT, known to me to be the identical person who executed the foregoing instrument and she acknowledged to me that she signed the same as her free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

My Commission Expires:  
6/29/99

*Patricia A. Corbett*  
Notary Public





<b>STATE OF ALASKA</b> <b>DEPARTMENT OF TRANSPORTATION</b> <b>AND PUBLIC FACILITIES</b>		<b>RIGHT OF WAY REQUIRED FOR</b> <b>HOMER-LAKE STREET REHABILITATION</b> <b>STP-000(173)</b>	
OWNER'S INITIAL <u>W.D.</u>		GROSS TAKE <u>0.895 AC ± 0.3620 ha</u> NET TAKE <u>0.895 AC ± 0.3620 ha</u>	
ATTACHED TO <u>W.D.</u>		DRAWN BY <u>GE</u> REMAIN <u>37.973 AC ± 15.3672 ha</u>	
PAGE 4 OF 4 DATED <u>3/7/97</u>		SCALE 1:2000    DATE <u>JAN. 1997</u> PARCEL NO. <u>2</u>	



BOOK 264 PAGE 329

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

ON THIS 6th day of March, 1997, before me the undersigned, a Notary Public in and for the said State, personally appeared GUY GEORGE, known to me to be the identical person who executed the foregoing instrument and he acknowledged to me that he signed the same as his free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

My Commission Expires: Sept. 30, 2000 *Rachelle L. Daugherty*  
Notary Public



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of MAY 1997

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: *[Signature]* 5/19/97  
For the Commissioner

88

97-1656

RECORDED - FILE
Homer REC. DIST.
DATE 5/20 TO 97
TIME 11:20 A.M.
INDEXED BY AS/DOT
ADDRESS

HOMER RECORDING DISTRICT

EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GUY GEORGE, "Grantor", hereby grants to the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603, "Grantee", and to its heirs, successors and assigns, a perpetual easement for public use over, across, under and through the real property located in the Homer Recording District, Third Judicial District, Homer, Alaska, described as follows:

A strip of land twenty feet in width across the Southwest one-quarter of the Southwest one-quarter of Section 20, Township 6 Sought, Range 13 West, Seward Meridian; said easement to be located on that portion of the land designated as "Lot 2" on the attached Exhibit A.

The purpose of the easement is to construct, use, regulate, operate, maintain, reconstruct, repair, and replace a public bicycle and pedestrian path, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way.

After construction of the path, Grantee shall restore the surrounding premises to a condition substantially equal to or better than the condition existing prior to such construction.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22 day of December, 1994.

GRANTOR:

Guy George  
3326 Starlite Circle  
Anchorage, AK 99517

GRANTEE:  
City of Homer

Patti J. Whalin  
Patti J. Whalin, City Manager  
491 E. Pioneer Ave  
Homer, AK 99603

STATE OF ALASKA

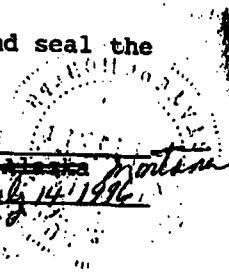
)  
) ss.

THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 22 day of December, 1994, before me, the undersigned Notary Public, personally appeared Neil Bertz, the individual named in and who executed the above and foregoing document, and he or she acknowledged to me that he or she executed this Easement as his or her voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.

Betty Q. Murphy  
Notary Public in and for Alaska  
My Commission Expires: July 14, 1996



STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )

ss.

THIS IS TO CERTIFY that on this 22 day of December, 1994, before me, the undersigned Notary Public, personally appeared Patti J. Whalin, know to me to be the City Manager of the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, and she acknowledged to me that she executed this Easement on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.

Betty Q. Murphy  
Notary Public in and for Alaska  
My Commission Expires: July 14, 1996

After recording return to:

Mary Calhoun  
City Clerk  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 3rd day of January, 1995, before me, the undersigned Notary Public, personally appeared Patti J. Whalin, know to me to be the City Manager of the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, and she acknowledged to me that she executed this Easement on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.

Eileen Z Bechtel  
Notary Public in and for Alaska  
My Commission Expires May 9, 1996

After recording return to:

Mary Calhoun  
City Clerk  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603

HOMER BY-PASS 100 FT. R/W

S 89°57'26" E 1189.19'

UTILITY LINES

30.00'  
1185.12'  
R.V. DUMP STATION ROAD  
20' WIDE UTILITY EASEMENT 60' R/W

100' R/W

150'

LOT 1  
13.769 ACRES

N 0°03'42" W 382.85'  
S 65°50'12.00" E 646.84'

S 57°50'00" W 793.62'

S 0°03'19" E 1104.41'

CITY OF HOMER

N 0°03'42" W 1319.53'  
1288.53'

LOT 2  
25.099 ACRES

S 89°59'04" W 1320.04'

95-0229

Exhibit A HOMER REC 24 Ec  
DISTRICT  
REQUESTED BY City of Homer

'95 JAN 20 PM 3 17



STANDARD CONDITIONS

HOMER RECORDING DISTRICT

EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DONALD L. STROBE, "Grantor", hereby grants to the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603, "Grantee", and to its heirs, successors and assigns, a perpetual easement for public use over, across, under and through the real property located in the Homer Recording District, Third Judicial District, Homer, Alaska, described as follows:

A strip of land twenty feet in width across the Southwest one-quarter of the Southwest one-quarter of Section 20, Twonship 6 Sought, Range 13 West, Seward Meridian; said easement to be located on that portion of the land designated as "Lot 2" on the attached Exhibit A.

The purpose of the easement is to construct, use, regulate, operate, maintain, reconstruct, repair, and replace a public bicycle and pedestrian path, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way.

After construction of the path, Grantee shall restore the surrounding premises to a condition substantially equal to or better than the condition existing prior to such construction.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20<sup>th</sup> day of December, 1994.

GRANTOR:

Donald L. Strobe  
1317 W. Northern Lights Blvd. Box 916  
Anchorage, Ak 99503

GRANTEE:  
City of Homer

Patti J. Whalen  
Patti J. Whalen, City Manager  
491 E. Pioneer Avenue  
Homer, Ak 99603

STATE OF ALASKA

)  
) ss.

THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 20th day of December, 1994, before me, the undersigned Notary Public, personally appeared Danica L. Stroble, the individual named in and who executed the above and foregoing document, and he or she acknowledged to me that he or she executed this Easement as his or her voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.

Walter H. Rehnke  
Notary Public in and for Alaska  
My Commission Expires: 5-15-96

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 3rd day of January, 1995, before me, the undersigned Notary Public, personally appeared Patti J. Whalin, know to me to be the City Manager of the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, and she acknowledged to me that she executed this Easement on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.

Steven R. Bechtol  
Notary Public in and for Alaska  
My Commission Expires: May 9, 1996

After recording return to:

Mary Calhoun  
City Clerk  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603

HOMER BY-PASS 100 FT. R/W

S 89°57'26" E 1189.19'

UTILITY LINES

30.00' 1185.12'  
R.V. DUMP STATION ROAD  
20' WIDE UTILITY EASEMENT 60' R/W

N 0°03'42" W 363.85'

LOT 1  
13.769 ACRES

S 65°50'12" E 648.84'

S 57°50'00" W 793.62'

CITY OF HOMER

N 0°03'42" W 1319.53'

1288.53'

LOT 2  
25.099 ACRES

S 0°03'19" E 1104.41'

S 89°59'04" W 1320.04'

95-0230

Exhibit A

HOMER REC DISTRICT  
REQUESTED BY City of Homer

'95 JAN 20 PM 3 18



SURVEYOR'S CERTIFICATE



HOMER RECORDING DISTRICT

EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EUNICE M. PARENT, "Grantor", hereby grants to the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603, "Grantee", and to its heirs, successors and assigns, a perpetual easement for public use over, across, under and through the real property located in the Homer Recording District, Third Judicial District, Homer, Alaska, described as follows:

A strip of land twenty feet in width across the Southwest one-quarter of the Southwest one-quarter of Section 20, Township 6 Sought, Range 13 West, Seward Meridian; said easement to be located on that portion of the land designated as "Lot 2" on the attached Exhibit A.

The purpose of the easement is to construct, use, regulate, operate, maintain, reconstruct, repair, and replace a public bicycle and pedestrian path, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way.

After construction of the path, Grantee shall restore the surrounding premises to a condition substantially equal to or better than the condition existing prior to such construction.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of December, 1994.

GRANTOR:

Eunice M. Parent

1831 Toklat Street  
Anchorage, Ak 99508

GRANTEE:  
City of Homer

Patti J. Whalin

Patti J. Whalin, City Manager  
491 E. Pioneer Avenue  
Homer, Ak 99603

STATE OF ALASKA

)  
) ss.

THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 20th day of DECEMBER, 1994, before me, the undersigned Notary Public, personally appeared EUNICE M. PARSONS, the individual named in and who executed the above and foregoing document, and he or she acknowledged to me that he or she executed this Easement as his or her voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.



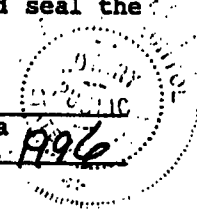
Walter H. Rishik  
Notary Public in and for Alaska  
My Commission Expires: 5-15-96

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 3rd day of JANUARY, 1995, before me, the undersigned Notary Public, personally appeared Patti J. Whalin, know to me to be the City Manager of the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, and she acknowledged to me that she executed this Easement on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.

Eileen P. Bechtol  
Notary Public in and for Alaska  
My Commission Expires: May 9, 1996



After recording return to:

Mary Calhoun  
City Clerk  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603

HOMER BY-PASS

BOOK 0240 PAGE 682

100 FT. R/W

S 89°57'26" E 1189.19'

UTILITY LINES

30.00'

1185.12'

R.V. DUMP STATION ROAD

20' WIDE UTILITY EASEMENT 60' R/W

N 0°03'42" W 383.85'

100' R/W

LOT 1

13.769 ACRES

S 65°50'12.00" E 648.84'

S 57°50'00" W 793.62'

CITY OF HOMER

N 0°03'42" W 1319.53'  
1288.53'

150'

S 0°03'19" E 1104.41'

LOT 2

25.099 ACRES

S 89°59'04" W 1320.04'

Exhibit A

950231

HOMER REC 21 cc

DISTRICT

REQUESTED BY

City of Homer

'95 JAN 20 PM 3 18



CITY OF HOMER

18723A

BOOK 0275 PAGE 243

### CONSERVATION EASEMENT

THIS Conservation Easement is made this 8<sup>th</sup> day of APRIL 1998, by THE TRUST FOR PUBLIC LAND, whose address is 506 Second Avenue, Suite 1510, Seattle, Washington 98104 ("Grantor") and the United States of America (the "United States") and the State of Alaska (the "State") (the United States and the State of Alaska may be referred to as "Grantee" under this easement) under the authority of 43 U.S.C. 1715 and the Agreement for Sale and Purchase of Land on the Kenai Peninsula dated February 13 1998, ("Agreement") between THE TRUST FOR PUBLIC LAND, the State of Alaska and the City of Homer.

WHEREAS, Grantor holds fee simple title to the property that is subject to this Conservation Easement ("Protected Property");

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

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

WHEREAS, Grantor will convey fee title to the Protected Property to the City of Homer, and the City of Homer will continue to hold fee simple title to the Protected Property subject to the terms of the Conservation Easement;

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

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

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

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, save and EXCEPT that portion of land lying East of the Homer Spit Road in its present location, and further excepting that portion deeded to State of Alaska, Department of Highways in deed recorded in Book 75, Page 67, and further excepting therefrom that portion deeded to State of Alaska, Department of Transportation and Public Facilities in deed recorded in Book 264 at Page 326.

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

Subject to the following:

1. Reservations and exceptions as contained in U.S. Patent and/or in acts authorizing the issuance thereof.
2. Easement for public use in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 673 and Volume 240, Page 677.
3. Easement for a public bicycle and pedestrian path executed by Eunice M. Parent in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 680.
4. Easement for a public bicycle and pedestrian path executed by Donald L. Stroble in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 677.
5. Easement for a public bicycle and pedestrian path executed by Guy George in favor of the City of Homer recorded January 20, 1995 in Volume 240, Page 673.

The above-described easement is being acquired by the United States Department of the Interior for administration by the Bureau of Land Management, and by the State of Alaska for administration by the Division of Parks.

Subject to the prior rights of third parties as indicated in paragraphs 1 through 5 above, the Grantee shall be entitled to enforce on a non-exclusive basis the terms of the following restrictive covenants against the Grantor, its successors or assigns:

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

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

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

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

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

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

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

(i) the introduction of fish, wildlife or plants which are not indigenous to the Kenai Peninsula including, but not limited to, the grazing of domestic animals or the introduction of reindeer; and

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

\* \* \* \*

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

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

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

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

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

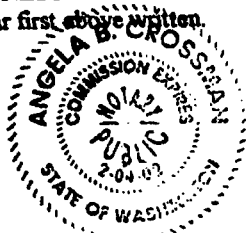
Grantor: THE TRUST FOR PUBLIC LAND

By: Thomas E. Trer  
Its: REGIONAL COUNSEL

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on the 8th day of APRIL, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THOMAS E. TRER, the REGIONAL COUNSEL of THE TRUST FOR PUBLIC LAND, to me known and known to be the person s/he represented her/himself to be, and the same identical person who executed the above and foregoing CONSERVATION EASEMENT freely and voluntarily for the use and purposes therein mentioned.

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



Angela B. Crossman  
Print Name: Angela B. Crossman  
Notary Public in and for the State of Washington  
My commission expires: 02/04/02

ACCEPTANCE

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

Dated this 14<sup>th</sup> day of April, 1998.

THE UNITED STATES OF AMERICA

Tom Allen  
BLM State Director

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 14<sup>th</sup> day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Tom Allen, known to me and to me known to be the BLM State Director, and she/he acknowledged to me that she/he signed as accepting the foregoing Conservation Easement conveying to the United States, those interests in lands described therein, and she/he executed the foregoing instrument freely and voluntarily.

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



Margaret J. Meland  
Notary Public in and for the State of Alaska  
My commission expires: 2/23/2001

AFTER RECORDING RETURN TO:

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



ACCEPTANCE

Pursuant to AS 38.05.035(a)(12), the Grantee hereby accepts this Conservation Easement conveying to the State of Alaska and its assigns, those interests in lands described therein.

Dated this 10th day of April, 1998.

THE STATE OF ALASKA

*[Handwritten signature]*  
T. P. Conn / DNR

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 10th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Mandy K. Rutherford, known to me and to me known to be the Dep. Comm. / DNR, and she/he acknowledged to me that she/he signed as accepting the foregoing Conservation Easement conveying to the State of Alaska, those interests in lands described therein, and she/he executed the foregoing instrument freely and voluntarily.

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

(SEAL)



*[Handwritten signature]*  
Notary Public in and for the State of Alaska  
My commission expires: 1-22-99

AFTER RECORDING RETURN TO:

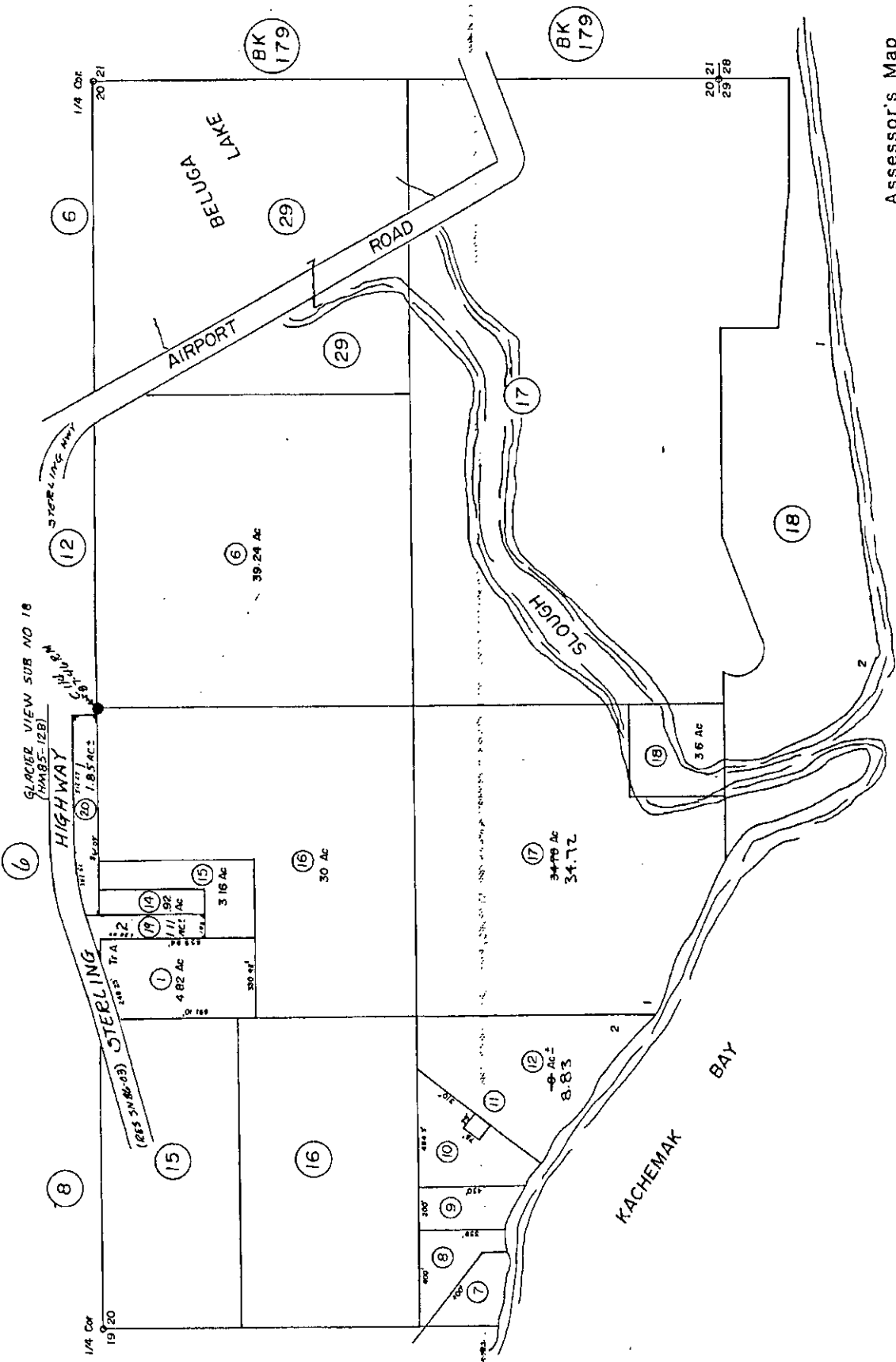
Alex Swiderski  
Assistant Attorney General  
1031 W. 4th Avenue, Suite 200  
Anchorage, AK. 99501

001381 *[initials]*  
HOMER REG  
DISTRICT  
REQUESTED BY *[initials]*

'98 APR 21 AM 9 12



S 1/2, SEC. 20 & SEC. 29, T6S, R13W, S B & M.



Assessor's Map  
 Kenai Peninsula Borough, Alaska

NOTE — Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Anchorage, Alaska, is now deposited in the Bureau of Land Management, whereby it appears, that, pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of William Allen Choate has been established and duly consummated, in conformity to law, for the following described Land:

Seward Meridian, Alaska.

T. 6 S., R. 15 W.,

sec. 20, NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

The area described contains 40 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said William Allen Choate the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said William Allen Choate, and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

And there is, also, reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat., 305).

Excepting and reserving, also, to the United States all the coal in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of March 8, 1922 (42 Stat., 415).

Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat., 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

[SEAL]

GIVEN under my hand, in the District of Columbia, the **TENTH** day of **MARCH** in the year of our Lord one thousand nine hundred and **FIFTY** and of the Independence of the United States the one hundred and **SEVENTY-FOURTH**.

For the Director, Bureau of Land Management.

*Joe F. Homer*  
By .....

Chief, Patents Section.

Patent No. 1128465

Instrument 542  
Anchorage 011384

THE UNITED STATES OF AMERICA,  
To all to whom these presents shall come, Greeting:  
Anchorage, Alaska Mar 16 1950

WHEREAS, a Certificate of the Land Office at Anchorage, Alaska, is now deposited in the Bureau of Land Management, whereby it appears, that, pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of William Allen Choate has been established and duly consummated, in conformity to law, for the following described Land:  
Seward Meridian, Alaska. T. 6 S., R. 13 W., sec. 20, NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

The area described contains 40 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said William Allen Choate the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said William Allen Choate, and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

And there is, also, reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat., 305).

Excepting and reserving, also, to the United States all the coal in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of March 8, 1922 (42 Stat., 415).

Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat., 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TENTH day of MARCH in the year of our Lord one thousand nine hundred and FIFTY and of the Independence of the United States the one hundred and SEVENTY-FOURTH.

For the Director, Bureau of Land Management.  
By s/ Jas. F. Homer  
Chief, Patents Section.

Patent No. 1138465

Filed: August 6, 1952  
1:00 P. M.  
No. 542

\*\*\*\*\*

WARRANTY DEED

THIS INDENTURE, Made and entered into this 9<sup>th</sup> day of October, 1952,  
by and between WILLIAM ALLEN CHOATE and VERA I CHOATE, husband and wife, of Homer,  
Third Judicial Division, Territory of Alaska, the parties of the first part,  
and ETHEL M. CALKINS, of Anchorage, Alaska, the party of the second part,  
WITNESSETH:

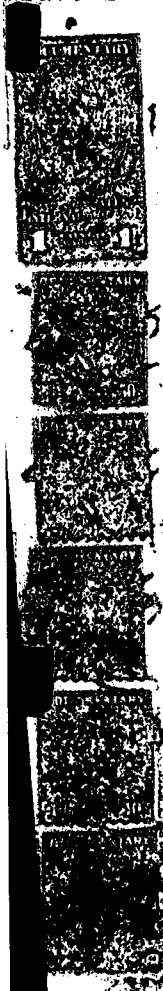
That the parties of the first part, for and in consideration of the  
sum of Ten Dollars (\$10.00), lawful money of the United States of America, and  
other good and valuable considerations, to them in hand paid by the party of the  
second part, the receipt whereof is hereby acknowledged, have granted, bargain-  
ed, sold, conveyed and confirmed, and by these presents ~~conveyed~~, bargain, sell,  
convey and confirm unto the said party of the second part, and to his heirs, ex-  
ecutors, administrators and assigns, the following described real estate, sita  
ate with in the Homer Precinct, Territory of Alaska, to-wit:

The NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of Section 20, Township 6 South, Range  
13 West, Seward Meridian, Alaska, save and except  
that portion of land lying East of the Homer  
Spit Road in its present location, containing  
approximately 1/4 acre.

TOGETHER WITH, all and singular, the tenements, hereditaments,  
and appurtenances thereunto belonging or in anywise appertaining, and including  
all buildings and improvements situated thereon.

TO HAVE AND TO HOLD the said premises, all and singular, together  
with the appurtenances and privileges thereto incident, unto the said party  
of the second part, her heirs, executors, administrators, and assigns, ~~PERMANENTLY~~  
and the said parties of the first part covenant and agree with the said party  
of the second part that they are the lawful owners of said premises, and that  
they have the legal right to sell the same, and that there are no liens or  
other encumbrances against the said property; and the parties of the first  
part do by these presents warrant and will forever defend the said party of  
the second part, her heirs, executors, administrators and assigns, in the quiet  
and peaceable possession of said premises, against any and all persons ~~having or~~  
claiming any right, title, interest or estate therein, by any lawful claim.

LAW OFFICES  
VIG AND RENFREW  
ANCHORAGE  
TERRITORY OF ALASKA



IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year hereinabove first written.

WITNESSES:

Geo. W. Bishop      William A. Choate (SEAL)  
A. F. Heady      Vera L. Choate (SEAL)

UNITED STATES OF AMERICA )  
TERRITORY OF ALASKA      ) SS.

THIS IS TO CERTIFY THAT on this 7<sup>th</sup> day of October, 1952, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM ALLEN CHOATE and VERA CHOATE, known to me and to me known to be the individuals named in and who executed the foregoing instrument and they, each for himself and not one for the other acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned.

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

Geo. W. Bishop (SEAL)  
Notary Public for Alaska

My com. expires:

\_\_\_\_\_ U. S. COMMISSIONER

LAW OFFICES  
DAVIS AND REID  
ANCHORAGE  
TERRITORY OF ALASKA

No. 2823  
FILED FOR RECORDING  
Sept 20, 1952 at 3:10 P.M.  
Vol. 8 Page 50-51  
Home Recording Precinct  
Territory of Alaska  
At the Request of Cliff Collins

HOMER

Serial No.

68-364

BOOK 49 PAGE 107  
Homer Recording District

INDEXED

K1899

STATUTORY QUITCLAIM DEED

Grantor, JAMES L. CALKINS, of Homer, Alaska, for and in consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, conveys and quitclaims to Grantees, DONALD L. STROBLE and KENNETH A. STROBLE, as tenants in common with fifty per cent (50%) undivided interest; and to Grantees, VERN PARENT and EUNICE PARENT, husband and wife, as tenants by the entirety with right of survivorship, with fifty per cent (50%) undivided interest, all interest which Grantor has, if any, in the following described real estate:

The NW1/4SE1/4 of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, save and except that portion of land lying East of the Homer Spit Road in its present location, containing approximately 1/4 acre,

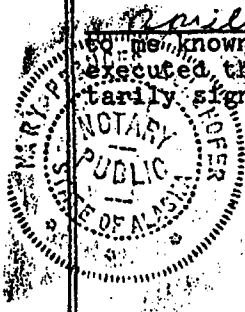
located in the Homer Recording District, Third Judicial District, State of Alaska.

DATED: 4-26-68

James L. Calkins  
JAMES L. CALKINS Grantor

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 26th day of April, 1968, before me appeared James L. Calkins, to me known and known to me to be the person named in and who executed the foregoing instrument and acknowledged that he voluntarily signed and sealed the same.



Mary Frances Ballhofer  
NOTARY PUBLIC FOR ALASKA  
My commission expires: 7-7-71

RECORDED - ~~FILED~~  
Homer REC. DIST.  
DATE 5-15 1968  
TIME 1:15 P.M.  
Requested by A.J.C.  
Address Box 655  
Kenai, Ak. 99611

BURR, BONEY & PEASE  
LAW OFFICES  
825 W. EIGHTH AVE.  
ANCHORAGE, ALASKA  
TELEPHONE 279-2411

Return to ATG  
Encl 5182A



K1899

HOMER

68-365

STATUTORY WARRANTY DEED

BOOK 49 PAGE 108

Homer Recording District

Serial No.

Grantor, Ethel M. Calkins, of Homer, Alaska, for and in consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, conveys and warrants, subject to easements and restrictions of record, patent reservations, and assessments, to Grantees, Donald L. Stroble and Kenneth A. Stroble, of Anchorage, Alaska, as tenants in common with fifty per cent (50%) undivided interest; and to Grantees, Vern Parent and Eunice Parent, of Anchorage, Alaska, husband and wife, as tenants by the entirety with right of survivorship, with fifty per cent (50%) undivided interest, the following described real estate:

The NW1/4SE1/4 of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, save and except that portion of land lying East of the Homer Spit Road in its present location, containing approximately 1/4 acre,

located in the Homer Recording District, Third Judicial District, State of Alaska.

DATED:

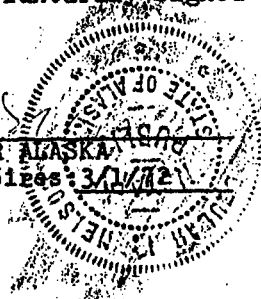
April 23, 1968

Ethel M. Calkins  
ETHEL M. CALKINS Grantor

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 23rd day of April, 1968, before me appeared ETHEL M. CALKINS, to me known and known to me to be the person named in and who executed the foregoing instrument and acknowledged that she voluntarily signed and sealed the same.

Bendak D. Smith  
NOTARY PUBLIC FOR ALASKA  
My commission expires: 3/1/72



RECORDED - ~~FILED~~  
Homer REC. DIST.  
DATE 5-15 1968  
TIME 11:30 P.M.  
Requested by A.J.G. Co.  
Address Box 655  
Homer, Ak. 99611

BURR, BONEY & PEASE  
LAW OFFICES  
825 W. EIGHTH AVE.  
ANCHORAGE, ALASKA  
TELEPHONE 279-2411

Return to AR  
Encow 5187 A





18723

STATUTORY WARRANTY DEED

RETURN TO:  
grantee

THIS INDENTURE, made this 21 day of March, 1998, by and between DONALD L. STROBLE and KENNETH A. STROBLE, as to an undivided 1/3 interest; EUNICE PARENT, as to an undivided 1/3 interest; and GUY GEORGE, as to an undivided 1/3 interest, whose address is 3340 Arctic Blvd. #101, Anchorage, AK 99503, Grantors, and THE TRUST FOR PUBLIC LAND, whose address is 506 Second Avenue, #1510, Seattle, WA 98104, Grantee, WITNESSETH:

That the said Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, convey and warrant to Grantee, and to Grantee's successors and assigns, the following described real property located near Homer, Alaska, to wit:

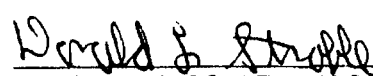
The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 13 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska, save and EXCEPT that portion of land lying East of the Homer Spit Road in its present location, and further excepting that portion deeded to State of Alaska, Department of Highways in deed recorded in Book 75, Page 67, and further excepting therefrom that portion deeded to State of Alaska, Department of Transportation and Public Facilities in deed recorded in Book 264 at Page 326;

SUBJECT TO all reservations, restrictions, encumbrances and easements of record or ascertainable by physical inspection, if any;

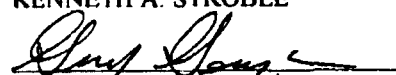
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Grantee and to Grantee's successors and assigns, FOREVER.

DATED this 21 day of March, 1998.

  
DONALD L. STROBLE, IN HIS INDIVIDUAL  
CAPACITY AND AS ATTORNEY-IN-FACT FOR  
KENNETH A. STROBLE

  
EUNICE PARENT

  
GUY GEORGE

C. MICHAEL HOUGH  
Attorney at Law  
3601 Ben Winters Lane, Suite 2  
Homer, Alaska 99603  
Tel: (907) 235-8184  
Fax: (907) 235-4088  
Fax: (907) 235-2420

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

On this 21st day of MARCH, 1998, before me, the undersigned Notary Public in and for said State, personally appeared DONALD L. STROBLE, known to me and to me known to be the individual described in and who executed the foregoing instrument in his individual capacity, and also known to me to be the individual whose name appears as Attorney-in-Fact for KENNETH A. STROBLE, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein described.

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



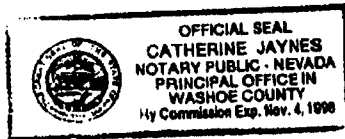
*[Signature]*  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

My Commission Expires  
5-8-2001

STATE OF ALASKA NEVADA )  
 )ss.  
THIRD JUDICIAL DISTRICT )  
WASHOE COUNTY

THIS IS TO CERTIFY that on this 27 day of MARCH, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared EUNICE PARENT, known to me and to me known to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein described.

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

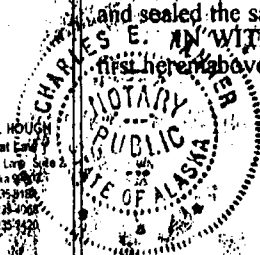


*Catherine Jaynes*  
Notary Public for ~~Alaska~~ Nevada  
My Commission Expires: 11-4-98

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 21st day of MARCH, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared GUY GEORGE, known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein described.

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



*[Signature]*  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

My Commission Expires  
5-8-2001

C. MICHAEL HOUGH  
Attorney at Law  
3601 Ben White Lane, Suite 2  
Homer, Alaska 99603  
Tel: (907) 235-9188  
Fax: (907) 235-4700  
Fax: (907) 235-4420

BOOK 0275 PAGE 242

001380 1800

HOMER REC  
DISTRICT  
REQUESTED BY HBT

'98 APR 21 AM 9 08