

QUITCLAIM DEED WITH RESERVATION OF DRAINAGE EASEMENT

The Grantor, KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2014-24 (Substitute) enacted _____, conveys and quitclaims unto the Grantees, Daniel A. Sterchi and Teresa M. Sterchi whose address of record is 36525 Kalifornsky Beach Road, Kenai, Alaska 99611, all interest it has, if any, in the following described real property:

North One-half Government Lot 13 Section 30 Township 5 North, Range 11
West, Seward Meridian, in the Kenai Recording District, Third Judicial District,
State of Alaska

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

FURTHER SUBJECT TO a drainage easement reserved by Grantor for use by the Kenai Peninsula Borough, the State of Alaska, or other governmental entity having jurisdiction to manage drainage of area waters. The easement area is depicted on "Attachment A". Said easement is for the construction, maintenance, and operation of drainage improvements on, over, under, through and across the easement area including but not limited to the right to clear, excavate, fill, ditch, embank, reinforce, armor; install structures, pipes, valves, outlets, outfalls, gauges and other improvements; receive, manage, and discharge waters; and to make such uses that may be necessary and convenient for drainage purposes with quiet enjoyment thereof. Said drainage easement shall be accompanied by a construction easement herein reserved depicted on "Attachment A". Said construction easement is for construction access, operation and staging of equipment and supplies as may be necessary and convenient for the improvement and major maintenance of drainage facilities and functions associated with the drainage easement. Said drainage easement shall also be accompanied by a vegetation protection easement herein reserved depicted on "Attachment A". Said vegetation protection easement is for maintenance of natural vegetation to provide protection against erosion. Grantee may make ancillary uses of the

Construction Easement and Drainage Easement areas which do not conflict with Grantor's reserved rights and particularly provided that Grantee's uses do not impede drainage functions, operations, construction or maintenance and are removable from the easement areas by Grantee within a two week notice period for which Grantor shall have no duty to compensate for the loss, damage, or inconvenience thereof resulting from Grantor's exercise of its reserved rights. Grantee shall not make use of the vegetation protection easement that conflicts with its purposes of erosion, stabilization and vegetation preservation.

NOTE: Legal descriptions of the Construction Easement, Drainage Easement, and Vegetative Preservation Easement will be inserted in the deed once grantee and grantor have met on the property to establish the boundaries of those easements.

FURTHER SUBJECT TO a public access easement in accordance with A.S. 38.05.127 along the mean high water line (MHWL) of the Cook Inlet extending 50 feet upland of the MHWL which may also be accessed by the public along the south 50 feet of the reserved drainage easement.

Dated this ____ day of _____, 2015.

KENAI PENINSULA BOROUGH:

Mike Navarre, Mayor

Dated: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Holly B. Montague,
Deputy Borough Attorney

(Borough Seal)

ACCEPTANCE:

Paula N. Keohane

Timothy J. Keohane

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

(Notary Seal)

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Daniel A. Sterchi.

(Notary Seal)

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

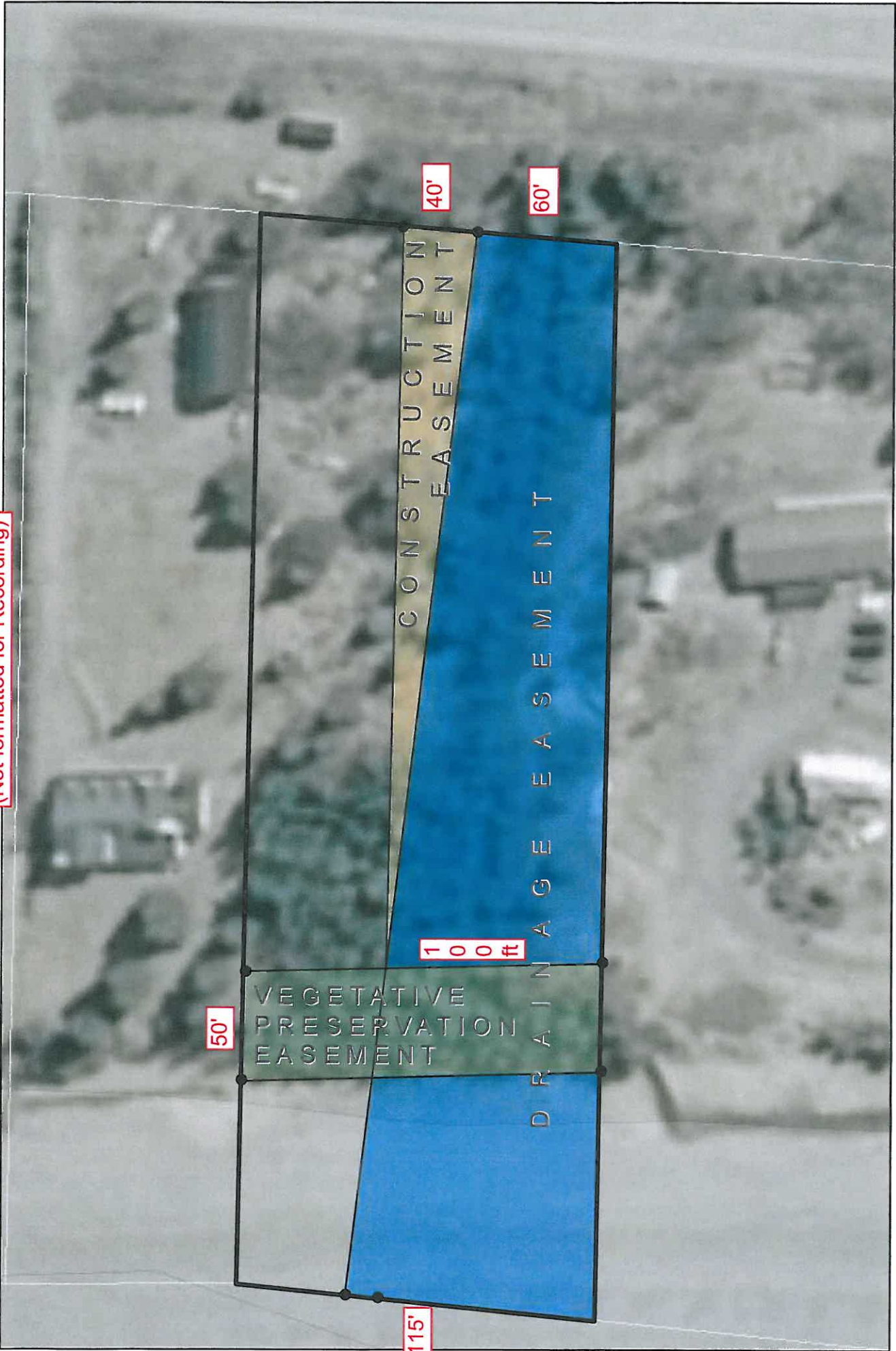
The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Teresa M. Sterchi.

(Notary Seal)

Notary Public in and for Alaska
My commission expires: _____

Please return to: GRANTEES
Daniel and Teresa Sterchi
36525 Kalifornsky Beach Road
Kenai, Alaska 99611

Sample ATTACHMENT A
(Not formatted for Recording)



0 50 100 200 Feet