

PUBLIC RIGHT-OF-WAY EASEMENT

THIS PUBLIC RIGHT-OF-WAY EASEMENT ("Easement") is granted by **CHRIS A. RAINWATER**, of 48250 E. End Rd., Homer, AK 99603, and **MICHAEL G. RAINWATER** and **MARY E. RAINWATER**, Trustees of **THE MICHAEL G. RAINWATER AND MARY E. RAINWATER FAMILY TRUST**, dated December 26, 2019, of PO Box 2392, Camp Verde, AZ 86322, hereinafter referred to as "**GRANTORS**", in favor of **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, hereinafter referred to as "**GRANTEE**", in connection with property in Kenai Peninsula Borough, Alaska owned by Grantors.

For valuable consideration, receipt for which is hereby acknowledged, and other performance to be rendered by Grantee hereunder, Grantors and Grantee desire to enter and use the Easement for the purposes and on the terms and conditions hereafter set out.

AGREEMENT

NOW THEREFORE, the Parties mutually covenant and agree as follows:

1. **GRANT.** The Grantors hereby grant Grantee a non-exclusive public right-of-way easement to the Easement Area depicted as "ACCESS ESMT." and legally described on **EXHIBIT A**, attached hereto, without warranty, over the following real property legally described as:

LOT TWO (2), U.S. SURVEY 3354, located in the Homer Recording District, Third Judicial District, State of Alaska, which is known as the "Grantor Tract", attached to East End Road, wherever it may be located.

2. **PERMITTED USES.**

A. During the term hereof, the public shall have the

right to use the Easement Area for vehicular and pedestrian access. No interest or property right, including but not limited to, the use or removal of gravel, rock, sand, peat, and any and all resources is conveyed by this authorization.

B. This Easement grants the public a right to develop the Easement Area for public access, and for the placement of utilities if necessary. Location and development of improvements constructed under this authorization must be done in a reasonable manner. Site preparation work must be commensurate with the scope of the intended project. Deviating beyond the boundaries of the Easement Area is not permitted. It is the developer's responsibility to properly locate the boundaries of the Easement Area with a surveyor and to secure all other required local, state and/or federal authorizations. Commencement of any use of the Easement Area signifies the user's acceptance of all terms and provisions herein and agreement to comply with and be bound by all such terms and provisions.

3. **TERM.** This Easement is perpetual, unless surrendered or abandoned, at which time it may be terminated, with notice, at Grantors' discretion.

4. **OPERATIONS.** Grantee shall conduct all of its operations on the Easement in strict compliance with all provisions of federal, state and local law and all provisions of the Easement.

5. **SURRENDER.** Grantee may upon sixty (60) days written notice to Grantors surrender all or part of the Easement. A partial surrender shall not reduce Grantee's obligation to comply with other obligations that may have accrued as a result of Grantee's activities on the surrendered area. A total surrender of the Easement by Grantee shall result in a termination of this Easement.

6. **ASSIGNMENT.** This Easement or any interest herein may not be assigned or otherwise transferred by Grantee except upon written approval of Grantors. The Grantors reserve the right to reject any proposed assignment. Any unauthorized attempt to assign or otherwise transfer any of the Grantee's interest under this Easement is void and of no force or effect whatsoever.

7. **GENERAL.**

A. **GOVERNING LAW.** This Easement is made under Alaska law.

B. **CLEARING LIMITS.** Clearing within the Easement Area shall be limited to that necessary for actual maintenance and construction/reconstruction.

C. **RELOCATION.** Parties agree that In the event the Developers wish to relocate, they will need to go through the process to vacate this Easement and grant another, or go through the ROW dedication process after vacating this Easement.

D. **VALID RECORDED EXISTING RIGHTS.** The Grantee's use of the Easement Area will not unreasonably interfere with valid recorded existing rights, if any, that exist within the Easement Area upon the effective date of the Easement. Grantors reserve for themselves all rights not expressly conferred herein, including rights of concurrent users, if any.

E. **AS IS.** Grantors make no representations or warranties with respect to the condition of the Easement Area, and are granting it AS IS, with all defects, apparent or latent.

F. **MAINTENANCE.** Grantees assume no responsibility for the construction and/or maintenance of improvements constructed in the Easement Area, nor for liability for injuries or damages attributed to the construction, maintenance, repair, and reconstruction as necessary for public access and use of this Easement. In accordance with AS 29.71.020, the mere granting of a public access easement does not obligate Grantee to maintain, improve, or provide for municipal services in the area granted, nor does it impose any liability on Grantee for the condition of the area granted.

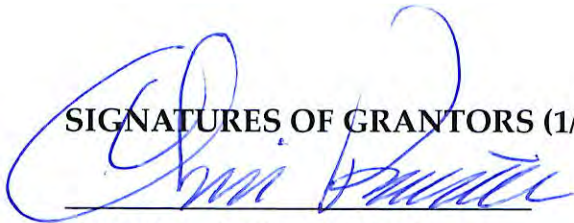
G. **MODIFICATIONS.** Any modifications to this Easement must be in writing and signed by the parties, or by their respective heirs, successors, or assigns.

H. **SEVERABILITY.** Any provision of this Easement which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining in effect.

I. **BINDING EFFECT.** This Easement, and the rights and obligations herein, run with the land and bind and benefit the future owners of the Grantor Tract and the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Easement effective as of this ____ day of _____, ____.

SIGNATURES OF GRANTORS (1/2):


CHRIS A. RAINWATER

STATE OF ALASKA)

:SS.)

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13th day of June, 2025, before me the undersigned Notary Public in and for the State of Alaska, personally appeared CHRIS A. RAINWATER known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

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




NOTARY PUBLIC, State of Alaska
My Commission Expires: 10/4/27

SIGNATURES OF GRANTORS (2/2):

THE MICHAEL G. RAINWATER AND MARY E. RAINWATER FAMILY TRUST

Michael G. Rainwater

MICHAEL G. RAINWATER, Trustee

Mary E. Rainwater

MARY E. RAINWATER, Trustee

STATE OF OREGON)

:SS.

crook COUNTY)

THIS IS TO CERTIFY that on this 1st day of July, 2025, before me the undersigned Notary Public in and for the State of Oregon, personally appeared MICHAEL G. RAINWATER and MARY E. RAINWATER known to me to be the persons named in the foregoing instrument, and the Trustees of THE MICHAEL G. RAINWATER AND MARY E. RAINWATER FAMILY TRUST, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

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

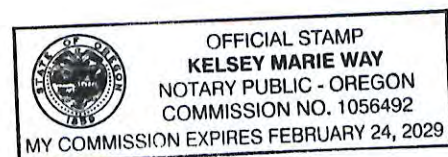
Kelsey Marie Way

NOTARY PUBLIC, State of Oregon

My Commission Expires: 2-24-2029

PUBLIC ACCESS EASEMENT

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SIGNATURE OF GRANTEE (1/1):

KENAI PENINSULA BOROUGH

PETER A. MICCICHE, Borough Mayor

STATE OF ALASKA)

:ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **PETER A. MICCICHE**, Mayor of the Kenai Peninsula Borough, known to me to be the person who acknowledged that he executed the foregoing instrument, on behalf of the Kenai Peninsula Borough, freely and voluntarily for the purposes therein stated.

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

NOTARY PUBLIC, State of Alaska
My Commission Expires:_____

