

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-__ enacted October __, 2014, conveys and quitclaims unto the Grantees, Paula N. Keohane and Timothy J. Keohane whose address of record is P.O. Box 1411, Coupeville, Washington, 98239, 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 herein 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 described more particularly by Record of Survey recorded as 2014-xxxxxxx Kenai Recording District. 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. Grantee may make ancillary uses of the easement area which do not conflict with Grantor's reserved rights and particularly provided that Grantee's uses do not impede drainage functions, operations, or maintenance and are removable from the easement area 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.

To the extent allowed by law and subject to assembly appropriation, the GRANTOR shall indemnify, hold harmless, and defend the GRANTEES from and against any claims of, or liability for, any wrongful or negligent act, error, or omission of the GRANTOR or any subcontractor for GRANTOR'S use of the drainage easement vested by this deed. The GRANTORS shall not be required to defend or indemnify the GRANTEES for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the GRANTEE. If there is a claim of, or liability for, the joint negligence of GRANTOR and the independent negligence of GRANTEES, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "GRANTEES" and "GRANTOR" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each.

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 be secondarily accessed along the south 50 feet of the reserved drainage easement.

Dated this ____ day of _____, 2014.

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

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
_____, 2014 by Mike Navarre, Mayor of the Kenai Peninsula
Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.
 _____ COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Paula N. Keohane.

Notary Public in and for Washington
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.
 _____ COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Timothy J. Keohane.

Notary Public in and for Washington
My commission expires: _____

Please return to: GRANTEES
Paula & Timothy Keohane
PO Box 1411
Coupeville, WA 98239