

ALASKA LEGISLATURE COMMITTEE BILL FILES - 1987 - 1988 8879

HB 231, HB 231-S 306

HB

231

HOUSE COMMITTEE REPORT

(11)

Date referred: 4/10/87

FURTHER REFERRALS:

DATE: 4/27/87

The Finance Committee has considered HB 231

"An Act relating to the Eagle River Greenbelt land exchange; and providing for an effective date."

RECOMMENDS:

- replace with _____ the same title
- attached amendment(s) a new title
- (7) do pass
- do not pass
- ~~4/10/87~~ commendation
- individual recommendations
- additional referral to the _____ Committee

ADOPTS: _____ letter of intent

ATTACHES NEW FISCAL NOTE(S):

- fiscal impact same as previous fiscal note published _____
- zero fiscal note same as previous zero fiscal note published 3/30/87
- zero with analysis

SIGNING DO PASS:

ADAMS Albert Adams

POURCHOT John Pourchot

LARSON Ronald J. Larson

GOLL John Goll

SWACK-HAMMER Charles Swack-Hammer

BOYER Mark Boyer

RIEGER Steve Rieger

FRANK Al Frank

DAVIS Willy Davis

BROWN Fay Brown

SIGNING OTHER RECOMMENDATIONS:

Albert Adams
Chairman's signature

STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE

REQUEST: _____

Bill Version: HB 231
Publish Date: HOUSE 3/30/87

Revision Date: March 27, 1987

Agency Affected: Natural Resources
BRU: Land and Water Management

Title: Eagle River Greenbelt land exchange

Sponsor: Rules (Governor)

Components: _____

Requestor: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Prepared by: Tom Hawkins

Phone: 465-2400

Division: Land & Water Management

Date: 3/27/87

Approved by Commissioner: *Jennie Boston Gorseuch*

Date: 3/27/87

Agency: Natural Resources

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)
- Senate Secretary

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2

HOUSE BILL NO. 231

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FIFTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to the Eagle River Greenbelt land
7 exchange; and providing for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. PURPOSE AND LEGISLATIVE FINDINGS. (a) The purposes of
10 this Act are to acquire a greenbelt along Eagle River in the Municipality
11 of Anchorage to be managed as part of Chugach State Park, to resolve the
12 issue of the state's use of Eklutna, Inc., land at Eagle River Campground
13 and the Thunderbird Falls parking lot, and to transfer state land in
14 downtown Anchorage to private ownership.

15 (b) The legislature finds that there are important recreational,
16 scenic, and environmental values along Eagle River. The legislature also
17 finds that the Eagle River Greenbelt land exchange described in sec. 2 of
18 this Act will promote economic vitality through private development in
19 downtown Anchorage. The legislature further finds, based on extensive
20 public review, that the Eagle River Greenbelt land exchange is a matter of
21 statewide significance and is in the general public interest.

22 * Sec. 2. APPROVAL OF LAND EXCHANGE. The legislature approves the land
23 exchange contract entered into by the State of Alaska, Department of
24 Natural Resources, and Eklutna, Inc. on March, 6, 1987, ADL 223175.

25 * Sec. 3. AS 41.21.121(12) is amended to read:

26 (12) Township 16 North, Range 1 West, Seward Meridian
27 Section 25: NE1/4SE1/4SE1/4 and N1/2SE1/4SE1/4; and Tract B,
28 Thunderbird Heights Subdivision, as shown on Plat 77-226,
29 Anchorage Recording District, October 10, 197

1 * Sec. 4. This Act takes effect immediately under AS 01.10.070(c).

**STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE**

REQUEST: _____
 Revises Date: _____
 Title: Eagle River Greenbelt Land Exchange
 Sponsor: Rules Committee
 Requester: Governor

Bill Version: HB 231
 Publish Date: _____
 Agency Affected: Dept. of Fish and Game
 BRU: Habitat, Sport Fish, Game
 Components: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

POSITIONS:

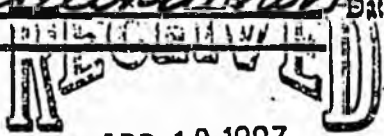
FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Prepared by: Bruce Baker Phone: _____
 Division: Habitat Date: _____

Approved by Commissioner: Doree Callenbach Date: 4-8-87
 Agency: Fish and Game

Distribution (by preparer):
 Legislative Finance
 Legislative Sponsor
 Regulator
 Office of Management and Budget
 Impacted Agency(ies)
 Senate Secretary



APR 10 1987



STATE OF ALASKA
OFFICE OF THE GOVERNOR
BILL ANALYSIS

DEPARTMENT Fish and Game	DIVISION Habitat	BILL NUMBER HB 231	SPONSOR Rules Committee, req. for Gov.
DEPARTMENT POSITION The department supports the bill.			
PREPARED BY Bruce Baker <i>ht for</i>	DATE 4/6/87	COMMISSIONER'S SIGNATURE <i>W. W. Williams</i>	DATE 4.8.87

SUMMARY

OTHER AGENCIES AFFECTED BY BILL Alaska Department of Natural Resources; Municipality of Anchorage	CONSTITUENT GROUP(S) AFFECTED BY BILL Hunters, recreationalists, trappers
ORGANIZATIONAL SUPPORT FOR BILL Conservation Groups, boaters, campers photographers, x-country skiers	ORGANIZATIONAL OPPOSITION TO BILL None known

FISCAL IMPACT: NONE FISCAL NOTE ATTACHED

BACKGROUND/LEGISLATIVE INTENT

The bill would return a green belt along a portion of Eagle River into public ownership; the green belt would protect valuable fish and wildlife habitat, as well as riparian habitat important for flood control and maintenance of water quality. It would maintain the opportunity for traditional recreational uses such as hiking, wildlife viewing, canoeing, rafting and camping along this portion of Eagle River.

ANALYSIS OF BILL/PROGRAM EFFECTS

This bill would allow the state (Division of Parks) to actively plan and manage an important portion of Eagle River. Trails, wildlife viewing platforms, sanitary facilities, and camping and picnic areas may be developed after completion of a plan. These types of development would accommodate the present high demand and use of the area for this type of recreational opportunity.

RECEIVED

APR 10 1987

LEGISLATIVE FINANCE

AMENDMENTS PROPOSED

None

PLEASE ATTACH A SEPARATE SHEET FOR ADDITIONAL COMMENTS OR ANALYSIS.

FACT SHEET ON THE EAGLE RIVER GREENBELT LAND EXCHANGE (ADL 223175)

Preliminary Exchange Agreement

- signed by Eklutna, Inc and the State on 8/13/85
- proposed exchange of all or part of Block 112a for an ERGB and T-bird Falls parking lot

Appraisal

- approved on 1/16/87
- performed by Black-Smith and Richards, Inc.
- Values:

- Block 112a: \$8,600,000
- ERGB: \$9,103,300 Total
- T-bird falls parking lot: \$31,300
- #1. Roop Road: \$73,000
- #2. South Fork greenbelt: \$72,000
- #3. Viewshed: \$220,000
- #4. Viewshed: \$110,000

Preliminary agreement

- State will acquire ERGB, including Parcels #1 and 2, and T-bird Falls; and 1 year option on #3 & 4.
- Eklutna will acquire Block 112a, and \$173,300 in cash.

Status of \$1,000,000 appropriation

- \$1,000,000 appropriated for acquisition of ERGB
- 650,000 restricted by Gov Sheffield
- 350,000 remainder
- 23,000 appraisal for ERGB
- 10,000 appraisal for Gross waterfalls
- 173,300 cash needed to purchase T-birds Falls, and #1 and 2
- 143,700 needed for survey of ERGB for conveyance and title insurance
- Release of the \$650,000 would allow purchase of viewsheds #3 and 4, survey of same, and negotiations to proceed on waterfall properties
- Must realize that revenue projections are gloomy and the release of this money might not rank high against other priorities.

Schedule

- Public hearings 2/18 7:00 at Eagle River Library, Chugiak CCS Building, and Loussac Library
- Record remains open until 3/4
- If final negotiations are successful, binding agreement will be signed on 3/13.
- Legislature must affirmatively approve the exchange because state's assets are more than \$5,000,000.



*Chugiak-Eagle River
Chamber of Commerce*

P.O. Box 770353 / Eagle River, Alaska 99577

"PLACE OF MANY PLACES"

January 23, 1987

The Honorable Steve Cowper
Governor of Alaska
Pouch A
Juneau, Alaska 99811

Dear Governor Cowper:

The goal of the Chugiak-Eagle River Chamber of Commerce is the improvement of the economic health of our community. Seldom can this goal be realized without giving up something in return. The Board of Directors feels that the community and the State of Alaska have been offered just such an opportunity with the development plans proposed by Eklutna Inc. and Dr. Rogner.

Two key elements are necessary to insure the success of this development. First is the State's acquisition of the Eagle River Green Belt and second is securing a long term lease for the use of Highland Mountain and Gordon Lyon Mountain as downhill ski slopes.

The Green Belt acquisition is a proposed swap of Eklutna Inc. land, located along the Eagle River, for state land located in Anchorage. Permits to use the ski slopes will be by negotiated lease for use of Chugach State Park land. The Board of Directors sees the successful completion of these agreements as one way to encourage economic development and increase tourism in our community.



"PLACE OF MANY PLACES"

Chugiak-Eagle River Chamber of Commerce

P.O. Box 770353 / Eagle River, Alaska 99577

RESOLUTION 87-01

EAGLE RIVER ECONOMIC DEVELOPMENT

WHEREAS, Knakanen Inc., the wholly owned subsidiary of Eklutna Inc., and Dr. Robert Rogner have entered into a joint venture partnership to develop a 1500 room resort complex on 103 acre tract located along the South Fork of Eagle River, and

WHEREAS, the use of the slopes of Highland Mountain and Gordon Lyon Mountain, for downhill ski runs, is crucial to insure a world class resort complex, and

WHEREAS, the creation of the Eagle River Green Belt, which will be an extension of Chugach State Park, will allow canoeing, rafting, hiking and other tourist uses, and

WHEREAS, the construction of this complex will bring 170 million dollars into the States economy and create 2000 local jobs as well as many other tourist related jobs,

NOW THEREFORE BE IT RESOLVED that the Chugiak-Eagle River Chamber of Commerce enthusiastically endorses the granting of a lease for the use of State Park land for the proposed downhill ski areas,

BE IT FURTHER RESOLVED that the Chugiak-Eagle River Chamber of Commerce strongly supports the acquisition of the Eagle River Green Belt as an addition to the Chugach State Park.

APPROVED BY THE Chugiak-Eagle River Chamber of Commerce Board of Directors this _____ day of _____, 1987.

Stephen R. Punch, President

Governor Steve Cowper
Page 2

At the January 23, 1987 meeting of the Chugiak-Eagle River Chamber of Commerce the Board of Directors unanimously approved a resolution supporting the development plans of Eklutna Inc. and Dr. Rogner. We would strongly encourage that you support such development as being in the best interests of all the people of Alaska and use all the good efforts of your office to insure it's timely approval.

Sincerely,

Stephen R. Punch, President

enclosure: Resolution 87-01

cc: Commissioner Tony Smith
Department of Commerce and Economic Development
Pouch D
Juneau, Alaska 99811

Commissioner Judy Brady
Department of Natural Resources
Pouch M
Juneau, Alaska 99811

Senator Rick Halford
Pouch V
Juneau, Alaska 99811

Senator Tim Kelly
Pouch V
Juneau, Alaska 99811

Representative Randy Phillips
Pouch V
Juneau, Alaska 99811

Representative Sam Cotton
Pouch V
Juneau, Alaska 99811

Eklutna Inc.
550 W. 7th, Suite 1550
Anchorage, Alaska 99501

FINAL EXCHANGE AGREEMENT
ADL 223175

Eklutna, Inc. and State of Alaska
Eagle River Greenbelt

This final exchange agreement for the negotiated exchange of lands is made by and between Eklutna, Inc. (herein referred to as "Eklutna") whose address is 550 West Seventh Ave., Suite 1550, Anchorage, Alaska 99501 and the State of Alaska, Department of Natural Resources (herein referred to as "the state") whose address is P.O. Box 107005, Anchorage, Alaska 99510.

RECITALS

1. This exchange is being made pursuant to AS 38.50 and Section 22(f) of the Alaska Native Claims Settlement Act as amended (43 USC § 1621(f)) and other authority.
2. The Commissioner of Natural Resources is authorized to exchange state land pursuant to AS 38.50 and 11 AAC 67.200-.280, subject to the requirement for legislative approval under AS 38.50.140.
3. The President of Eklutna has been authorized by resolution of the Board of Directors #1986-A dated August 12, 1986 to enter into this agreement.
4. The Commissioner of Natural Resources has found that the requirements of AS 38.50 and 11 AAC 67.200-.280 have been satisfied. The Commissioner has found in a written best interest finding dated March 6, 1987, that this exchange, as proposed in the Preliminary Exchange Agreement dated August 13, 1986, and as modified by Addendum #1 to the Preliminary Exchange Agreement dated January 16, 1987, best serves the interests of the state by furthering the goals of Chugach State Park as stated in AS 41.21.121.
5. The Commissioner has found that this exchange is consistent with the Alaska Coastal Management Program.

AGREEMENT

The parties hereby agree as follows:

6. Conveyance by Eklutna.
 - a. Eklutna will convey the surface estate, subject to reservations and exceptions contained in the patents, the land described in Attachment A containing approximately 3558 acres. This land was acquired by Eklutna by United States Patents 50-79-0094, 50-79-0149, and 50-74-0164.

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ADL 223175
Eklutna, Inc. and State of Alaska
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- b. Eklutna will grant the state an option to acquire the surface estate in the land described below for the values shown. The option must be exercised in writing by the state before May 1, 1988; provided, however, that if sufficient funds in Capital Improvement Project account number 39454 are made available before July 1, 1987, the state must exercise its option before August 1, 1987.

Subunit No. 3, \$220,000

T14N, R1W, S.M. Section 19: That portion of N1/2NE1/4 and NE1/4NW1/4 lying south of the north boundary of the 17 (b)(3) easement (EIN 1 09). Containing approximately 94 acres.

Subunit No. 4, \$110,000

T14N, R1W, S.M. Section 20: That portion of NE1/4NW1/4 and NW1/4NE1/4 lying south of the north boundary of the 17(b)(3) easement (EIN 1 09) and north of the unimproved dirt road lying approximately 600 feet south and generally paralleling the said 17(b)(3) easement (EIN 1 09). Containing approximately 28 acres.

7. Conveyance by the state.

The state will convey Lot 1A, Block 112A, Anchorage Original Townsite, as shown on plat 84-375 filed in the Anchorage Recording Office on October 16, 1984 subject to the mineral reservation described in AS 38.05.125; containing approximately 4.39 acres. The state has closed these lands to mineral entry effective November 28, 1986. These lands were acquired by the state under the following actions:

OSL 771	Lot 1, Blk 112	C.A. No. 3AN-82-09440
OSL 772	Lot 2, Blk 112	C.A. No. 3AN-82-09410
OSL 773	Lot 3, Blk 112	C.A. No. 3AN-82-09439
OSL 774	Lot 4-A, Blk 112	C.A. No. 3AN-82-09404
OSL 775	Lots 7, 8, 9, 10, 11 & 12, Blk 112	C.A. No. 3AN-82-09405
OSL 776	Lots 1A & 2C, Blk 113	C.A. No. 3AN-82-09409
OSL 777	Lot 3, W1/2 Lot 2, E1/2 Lot 4, Blk 113	C.A. No. 3AN-82-09753
OSL 778	Lot 5, W1/2 Lot 4, Blk 113	C.A. No. 3AN-82-09438
OSL 779	Lot 6, Blk 113	C.A. No. 3AN-82-09752
OSL 780	Lot 7, Blk 113	C.A. No. 3AN-82-09408
OSL 781	Lots 8, 11 & South 95' of Lot 12, Blk 113	C.A. No. 3AN-82-09407
OSL 782	Lots 9 & 10, Blk 113	Warranty Deed dated 11/15/82 Anchorage Recording Office Book 813, Pg 0342

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OSL 783 North 45' of Lot 12, Blk 113
Vacation of streets and alleys through
resubdivision

C.A. No. 3AN-82-09406
Plat 84-375

8. Reservations and third party interests on the surface estate to be conveyed by Eklutna.

The reservations and third party interests on the surface estate (including subunits No. 3 & 4) to be conveyed by Eklutna are described in Attachment 8.

9. Reservations and third party interests on land to be conveyed by the state.

The state will reserve only those interests required by 38.05.125 and the plat of survey 84-375. There are no third party interests in the land.

10. Equalization of values.

The appraised fair market value of the land offered by Eklutna identified in Attachment A is \$8,773,300.

The appraised fair market value of the land offered by the state identified above is \$8,600,000.

The state will pay the difference in value of \$173,300 in cash to Eklutna within 30 days of the effective date of the legislative act approving this exchange.

11. Survey.

The state will pay the cost of surveying the land it is to acquire from Eklutna to the extent required for the transfer of legal title. The land to be acquired by Eklutna requires no additional survey.

12. Future Encumbrances.

Each party agrees not to encumber the lands proposed to be exchanged or conveyed to the other party under this agreement and not to alter substantially the physical condition of the lands proposed to be exchanged or conveyed except to the extent required by law or upon the written consent of the other party.

13. Transfer of Management Rights and Equitable Title.

The parties agree that upon the effective date of legislation approving this exchange, equitable title in the lands to be conveyed by the state will be deemed to vest in Eklutna and Eklutna will thereafter have possession and management responsibilities for the lands. Similarly, upon the effective date of legislation approving this exchange, equitable title in the lands to be conveyed by Eklutna will be deemed to vest in the state and the state will thereafter have possession and management responsibilities for those lands.

From and after the effective date of legislation approving the exchange, Eklutna, Inc. shall defend and save the state harmless from any and all claims for damages or cause of action at law or in equity, real or supposed, mature or immature, that arise upon or in connection with the land to which Eklutna, Inc. receives possessory rights; provided, however, that the state will retain sole responsibility for the structures presently located on the land which will be removed prior to July 1, 1987.

From and after the effective date of legislation approving the exchange, the state shall defend and save Eklutna, Inc. harmless from any and all claims for damages or cause of action at law or in equity, real or supposed, mature or immature, that arise upon or in connection with the land to which the state receives possessory rights; provided, however, that Eklutna will retain sole responsibility for the adjudication and resolution of any claims concerning the land made pursuant to section 14(c) of the Alaska Native Claims Settlement Act, 43 USC § 1613(c).

14. Exchange of Deeds.

No later than thirty days after the Department of Natural Resources notifies Eklutna that all surveys necessary for the conveyance of legal title have been completed, each party will deliver to the other a draft quitclaim deed proposed to be executed to implement this exchange. Within ten days thereafter, each party will review the draft deed and notify the other of any objections to the proposed form of the deed. As soon as practicable after any objections have been resolved to the mutual satisfaction of the parties, the final deeds necessary to implement this exchange will be executed and delivered. Concurrent with the exchange of deeds, title insurance in the amount of \$8,600,000.00 acceptable to Eklutna will be provided to Eklutna for the land it is to receive. The costs of the title insurance will be paid by the state.

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15. Effective Date.

This agreement shall become effective upon its execution by both parties, and its effective date shall be the date upon which the last party signs the agreement, but performance of the obligations of paragraphs 6, 7, 13 and 14 of this agreement are expressly conditioned upon the enactment of legislation by the Alaska legislature approving and ratifying this agreement.

16. Cancellation.

In the event that legislation by the Alaska legislature approving and ratifying this agreement is not enacted prior to July 1, 1987, then either party may cancel this agreement upon thirty days written notice to the other party.

17. Amendments.

Any amendment, modification, or supplementation of this agreement must be in writing and signed by both parties. Further, any amendment, modification, or supplementation that materially amends the amount or value of the interests exchanged will be subject to approval by the Alaska legislature.

18. Waiver.

Neither party will be deemed to have waived any right, term, or condition of this agreement unless the waiver is in writing and signed by an authorized official of the party. Any failure of either party to object to or to seek a remedy of any violation by the other party of any provision of this agreement shall not be deemed a waiver of or an estoppel against any future right to object to or to seek a remedy of a subsequent violation, whether the later violation is of the same or another provision.

19. Notices.

Any notices, demands, or other communications under this agreement shall be in writing, and shall be deemed given if delivered in person or sent through the United States Postal Service by registered or certified mail as follows:

- a. if to Eklutna: Eklutna, Inc.
550 West 7th Avenue
Suite 1550
Anchorage, Alaska 99501

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- b. if to the state: Director
 Alaska Division of Land and Water Management
 P.O. Box 107005
 Anchorage, Alaska 99510

20. Interpretation.

- a. This agreement will be constructed and enforced in accordance with and governed by the laws of the State of Alaska.
- b. Both Eklutna and the state are jointly and equally responsible for the drafting of this agreement and consequently, an ambiguity, if any, may not be construed against one party or the other as its drafter. This agreement will be construed independently of any draft documents.
- c. The captions used in this agreement are for convenience only and will not control or affect the meaning or construction of any of its provisions.
- d. This agreement incorporates Attachments A and B which are referred to herein.
- e. This agreement contains the entire agreement and understanding of the parties with respect to its subject matter. Any oral representations made by either party during the negotiations of this agreement which are not incorporated by writing into this agreement are not binding.
- f. The terms of this agreement shall be binding upon and inure to the benefit of, and be enforceable by, the representatives and successors of the parties.
- g. Any lawsuit arising out of or related in any way to this agreement must be brought in Anchorage, Alaska. The parties waive any objections to venue being located in Anchorage, Alaska.

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h. If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees, at trial and upon appeal, in addition to any relief to which it or they may be entitled.

STATE OF ALASKA

Doork LLC
for Judith M. Brady, Commissioner

MARCH 6, 1987
Date

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 6th day of March, 1987, before me appeared Richard LeFebvre of the Department of Natural Resources of the State of Alaska, who executed the foregoing Final Exchange Agreement and acknowledged voluntarily signing the same.

Richard LeFebvre
Notary Public in and for the State of Alaska
My Commission Expires: October 30, 1988



3/5/37

ATTACHMENT A

Eklutna lands to be acquired by the State as shown on map (Exhibit A and Exhibit D) and described as follows:

T14N, R2W, S.M.

Section 13: Tract 1-B Eagleridge Subdivision Phase B as shown on plat 83-252 filled in Anchorage Recording District on July 13, 1983; Tract A-1, proposed Somerset Terrace Estates (now redesignated as Tract D, Dena'ina Estates Subdivision Preliminary). Included in this parcel is the portion of the proposed Eagle River Road bridge crossing site, DOT/PF project numbers A84381/53121 (parcel 27C as shown in Exhibit C). Including the bed of Eagle River.

T14N, R1W, S.M.

Section 10: That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ excluding the uplands bounded by the left bank of Eagle River and the right bank of the South Fork of Eagle River. Including the bed of Eagle River and tributaries.

Section 17: All land upland of the right bank of Eagle River to a line being 12.5 feet northerly and parallel to a line brushed and flagged for a trail centerline as shown on Exhibit B-1, to be platted with the boundary survey, and all land upland of the left bank of Eagle River. Including the bed of Eagle River.

Section 18: All that part of Tract 1-C Parkview Terrace East Subdivision Tracts 1-A, 1-B and 1-C as shown on plat 86-120 recorded in Anchorage Recording District on July 15, 1986, lying south of Tract E and Tract 2 of Parkview Terrace Subdivision, as shown on plat 85-158, and its intersection with a line being 12.5 feet northerly and parallel to a trail centerline shown on Exhibit B-2, to be platted with the boundary survey, excluding that portion south of the north boundary of the 17(b)(3) easement (EIN 1 D9). Included in the above description is the proposed Eagle River Road bridge crossing site, DOT/PF project numbers A84381/53121 (parcel 27C as shown in Exhibit C). Including the bed of Eagle River.

Section 19: All land within that portion of GLO Lot 1, N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9). Including the bed of Eagle River.

Section 20: All land within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9); E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ that portion within 200 feet of the left bank of the South Fork of Eagle River. Including the bed of Eagle River.

Section 21: NE $\frac{1}{4}$; that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9); that portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9); the NW $\frac{1}{4}$ excluding the following two metes and bounds parcels:

Parcel 1

Commencing at the NW corner of Section 21; thence East along the North line of said Section 21, 440.00 feet more or less to the thread of the South Fork of Eagle River the true point of beginning; thence East along the North section line of Section 21 to the point of intersection with the line of ordinary high water on the left bank of Eagle River; thence in a southeasterly direction along the line of ordinary high water of the left bank of Eagle River, 1,575 feet more or less to a point lying 1,615 feet East of the West line of Section 21; thence South on a line parallel to and 1,615 feet easterly of the West line of Section 21, 494.48 feet; thence S 54° 51'30" E, 802.76 feet; thence South, 350.00 feet; thence S 36° 17' E, 624.27 feet more or less to a point on the North-South Center of Section 21 line; thence South along said line 220.04 feet more or less to the C $\frac{1}{2}$ corner; thence West along the East-West centerline of Section 21, 2,090.00 feet to the thread of the South Fork of Eagle River; thence in a northwesterly direction following the bends and turns of said thread, 2,688 feet more or less to a point on the westerly line of Section 21; thence North along said Section line 131.06 feet more or

less to the intersection of the thread of said stream which is approximately South 395.23 feet from the Northwest corner of Section 21; thence in a northeasterly direction along the thread of the South Fork of Eagle River, 778 feet more or less to the true point of beginning and containing 96 acres more or less.

Parcel 2

That portion of the SW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ lying westerly of a line located 200 feet west of the left bank of the South Fork of Eagle River containing 5 acres more or less.

Including the bed of Eagle River.

Section 22: That portion of land within the S $\frac{1}{2}$ excluding that portion south of the north boundary of the 17(b)(3) easement (EIN 1 D9).

Including the bed of Eagle River.

Section 23: S $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ all land south of the Eagle River Road right-of-way; and that portion of land described as follows: Bearing from the C-N-SW1/64 approximately S55° 20'E for approximately 3,215 feet to a point 150 feet north of the E1/16 corner common to Sections 23 and 26 excluding those lands northeast of the above mentioned line. Including the bed of Eagle River.

Section 24: All land south of the south boundary of the Eagle River Road right-of-way.

Section 25: That portion of land lying southerly and westerly of the following described boundary: Beginning at a corner common to Section 25, 30, 31 and 36; thence north approximately 1,450 feet along the section line common to Sections 25 and 30 to a point; then west approximately 1,530 feet to a point; then northwest approximately N48° W for 1,200 feet to a point; then northwest approximately N80° W 500 feet to a point; thence northeast approximately N47° E 600 feet to a point that intersects the Eagle River Road right-of-way; then northwest along the south boundary of the Eagle River Road right-of-way to the section line common to Sections 24 and 25. Including the bed of Eagle River.

Section 26: All lands within N½, E½SE½, NE½SE½SW½SE½, NE½SW½SE½, N½NW½SW½SE½, NW½SE½, E½NE½SW½, NE½SW½NE½SW½, NW½NE½SW½, E½NE½NW½SW½, NW½NE½NW½SW½, and NE½NW½NW½SW½. Including the bed of Eagle River.

Section 27: N½NE½, N½SE½NE½, N½S½SE½NE½, SE½SE½SE½NE½, NE½SW½NE½, N½NW½SW½NE½, N½NE½NW½, E½SE½NE½NW½, NW½SE½NE½NW½, NE½SW½NE½NW½, NE½NE½NW½NW½ all land north of the north boundary of the 17(b)(3) easement (EIN 1 D9).

Section 35: NE½NE½NE½, NE½NW½NE½NE½.

Section 36: That portion of land within NE½, N½NE½SE½, SE½NE½SE½, N½SW½NE½SE½, N½NE½SE½SE½, SE½NE½SE½SE½, NE½NW½SE½, NE½NW½NW½SE½, N½SE½SE½NW½, NE½SE½NW½, E½NW½SE½NW½, NW½NW½SE½NW½, NE½NW½, N½NE½SW½NW½, E½NW½NW½, SE½SW½NW½NW½, N½SW½NW½NW½, and NW½NW½NW½. Including the bed of Eagle River.

T14N, R1E, S.M.

Section 30: All lands south of the Eagle River Road right-of-way. Including the bed of Eagle River and braided channels.

Section 31: That portion of land within the E $\frac{1}{2}$ excluding those lands northeast of the south boundary of the Eagle River Road right-of-way; E $\frac{1}{2}$ W $\frac{1}{2}$, and GLO Lots 1, 2, 3 and 5. Including the bed of Eagle River and braided channels.

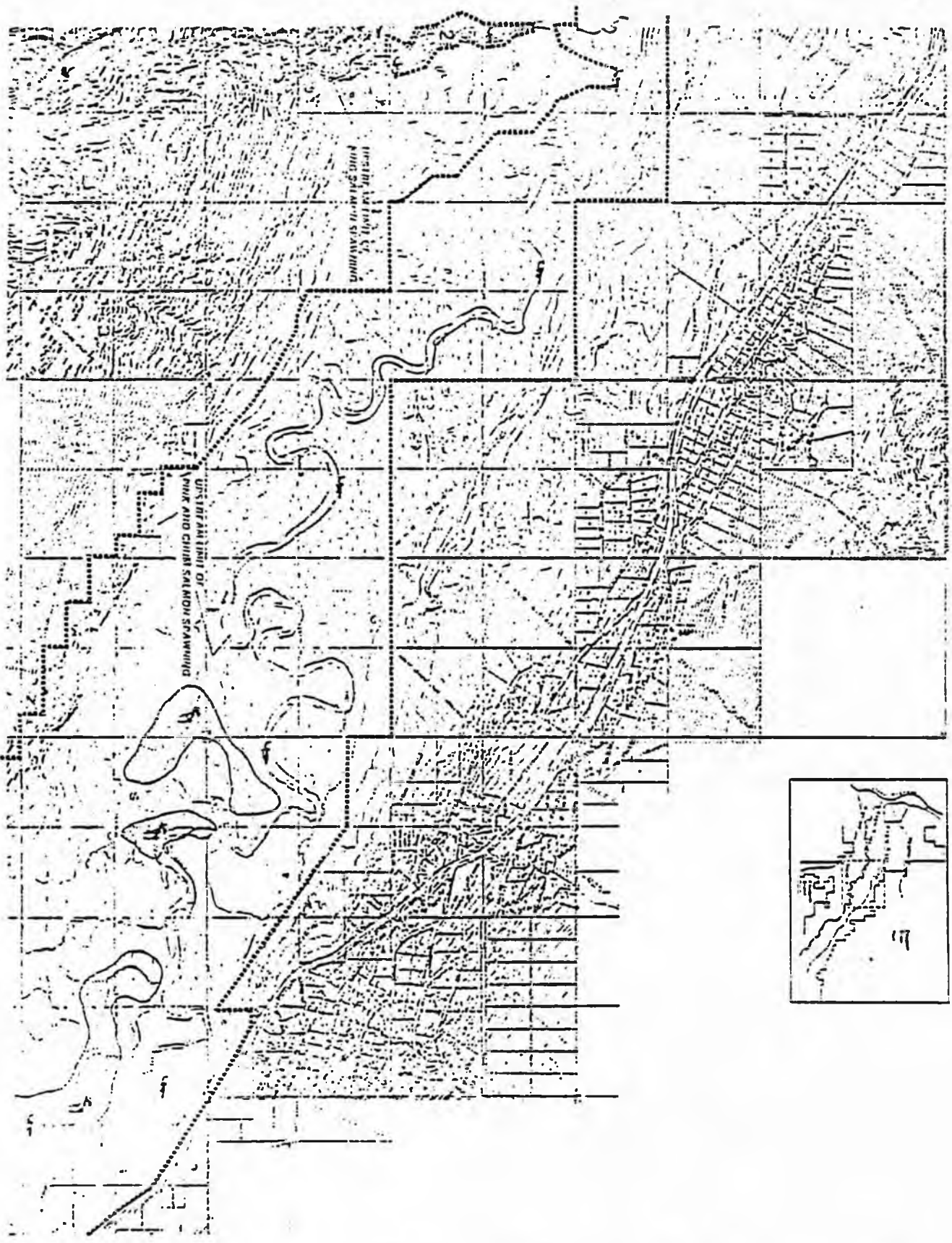
Section 32: Lands described as follows: Beginning at a corner common to Sections 31 and 32, T14N, R1E, Sections 5 and 6, T13N, R1E; thence north 90° E approximately 1,330 feet along the section line to a point; then northwest approximately N33° W 1640 feet to a point; then northeast approximately N8° E for 440 feet to a point; then northwest approximately N63° W° for 550 feet to a point on the section line common to Sections 31 and 32 then south along the section line common to Sections 31 and 32 to the point of beginning.

T16N, R1W, S.M.

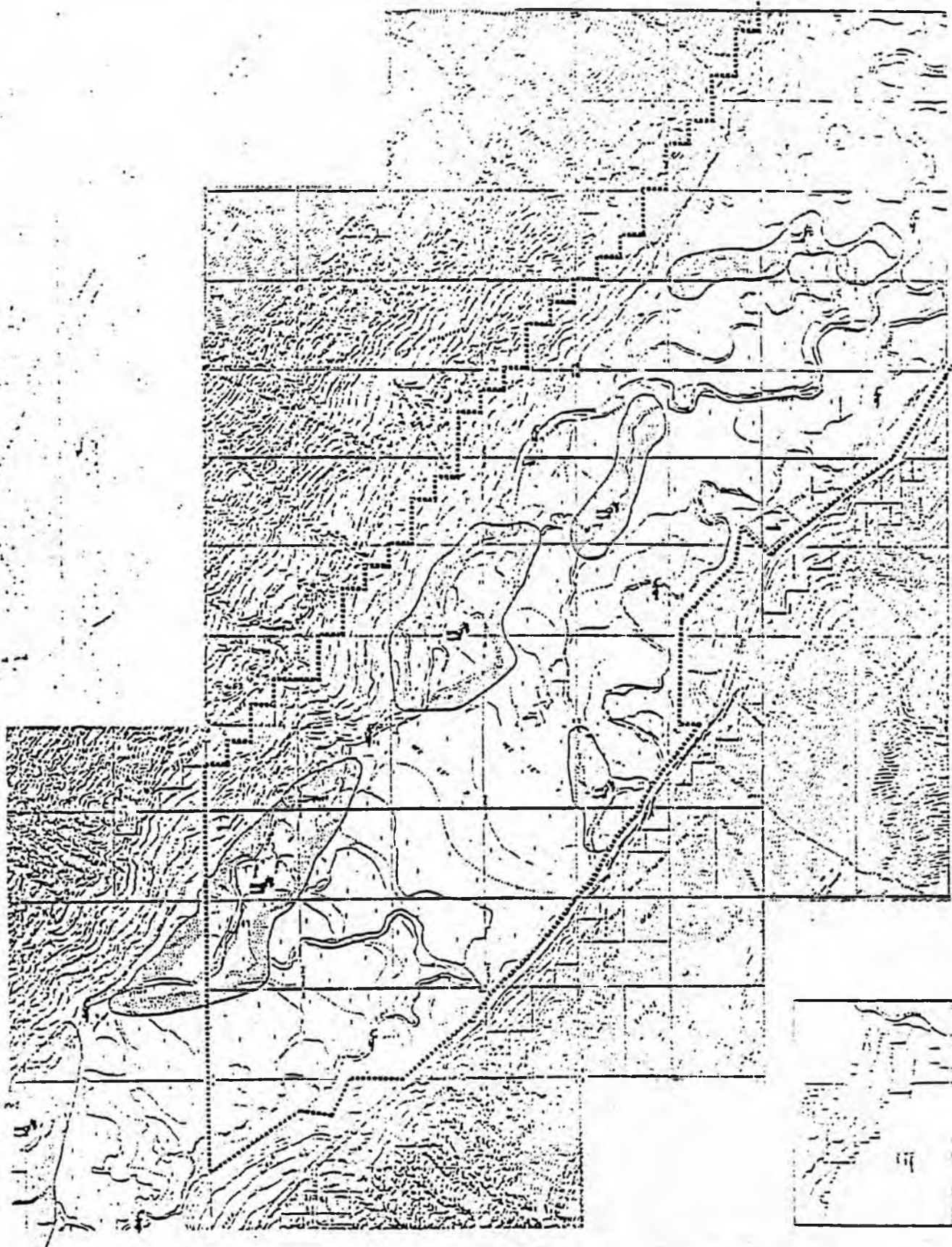
Section 25: Tract B, Thunderbird Heights Subdivision as shown on plat 77-226 filed in the Anchorage Recording District on October 10, 1977, as shown on Exhibit D. Containing approximately 1.09 acres.

The total lands described above contain approximately 3,558 acres.

A-2



A-3



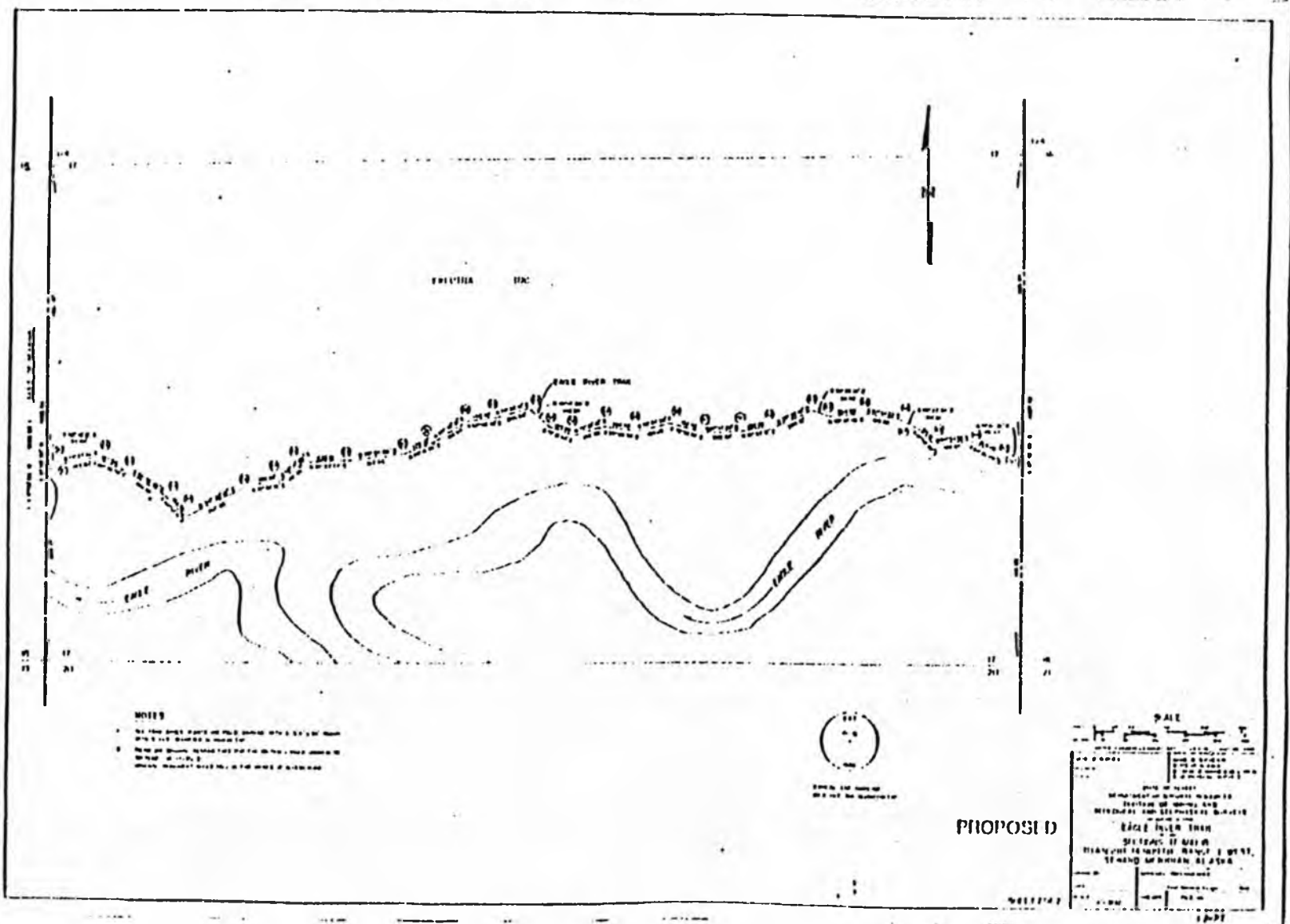
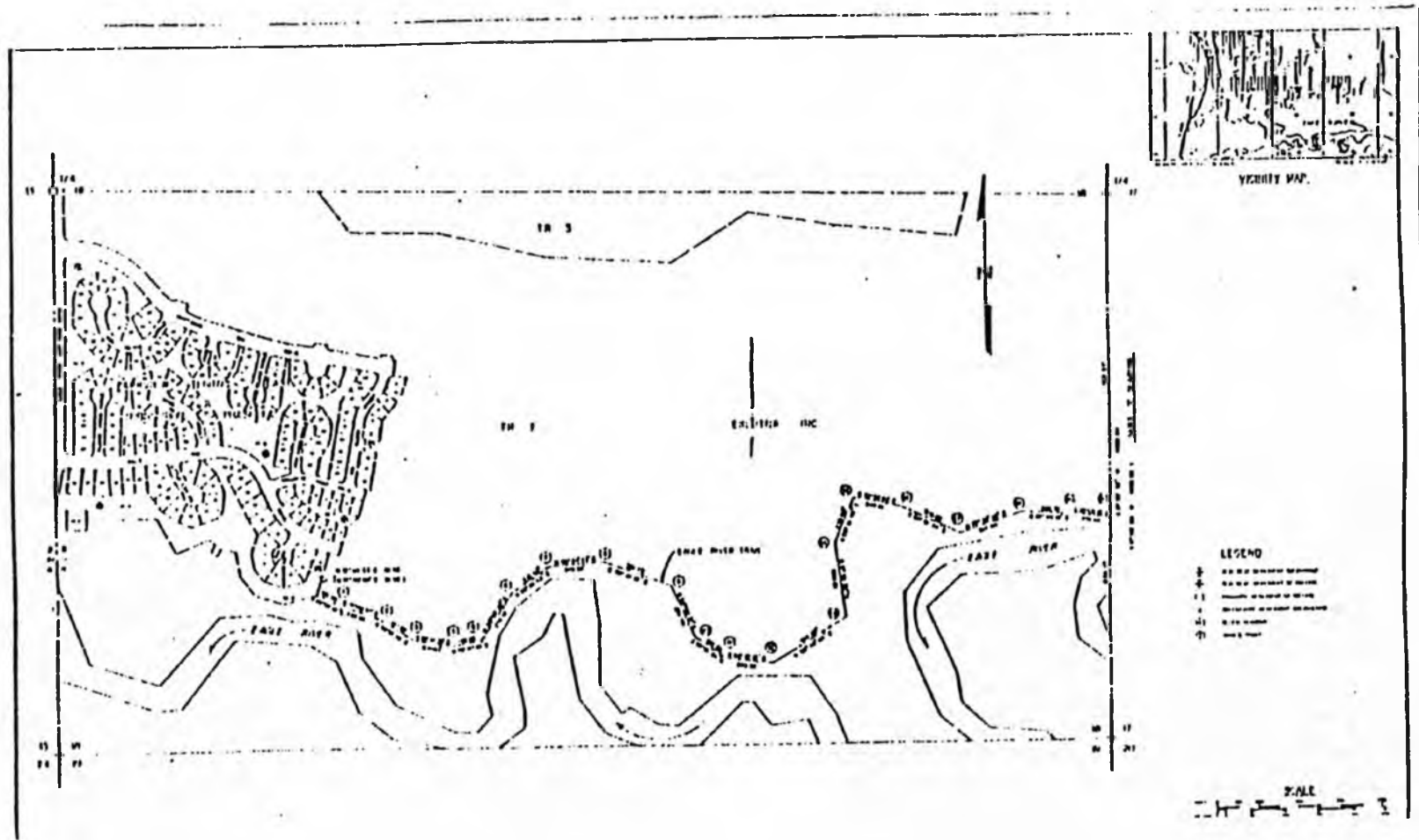


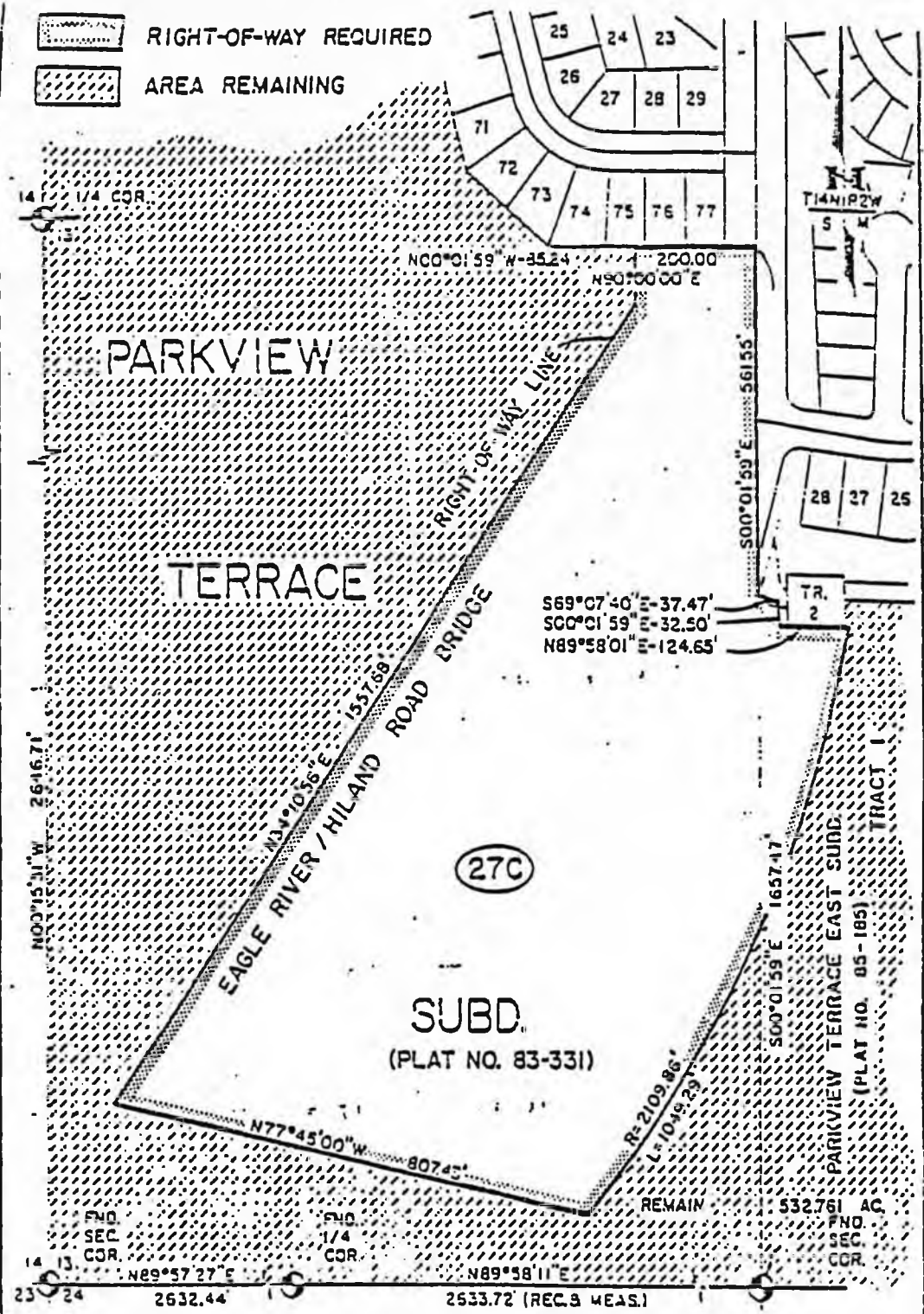


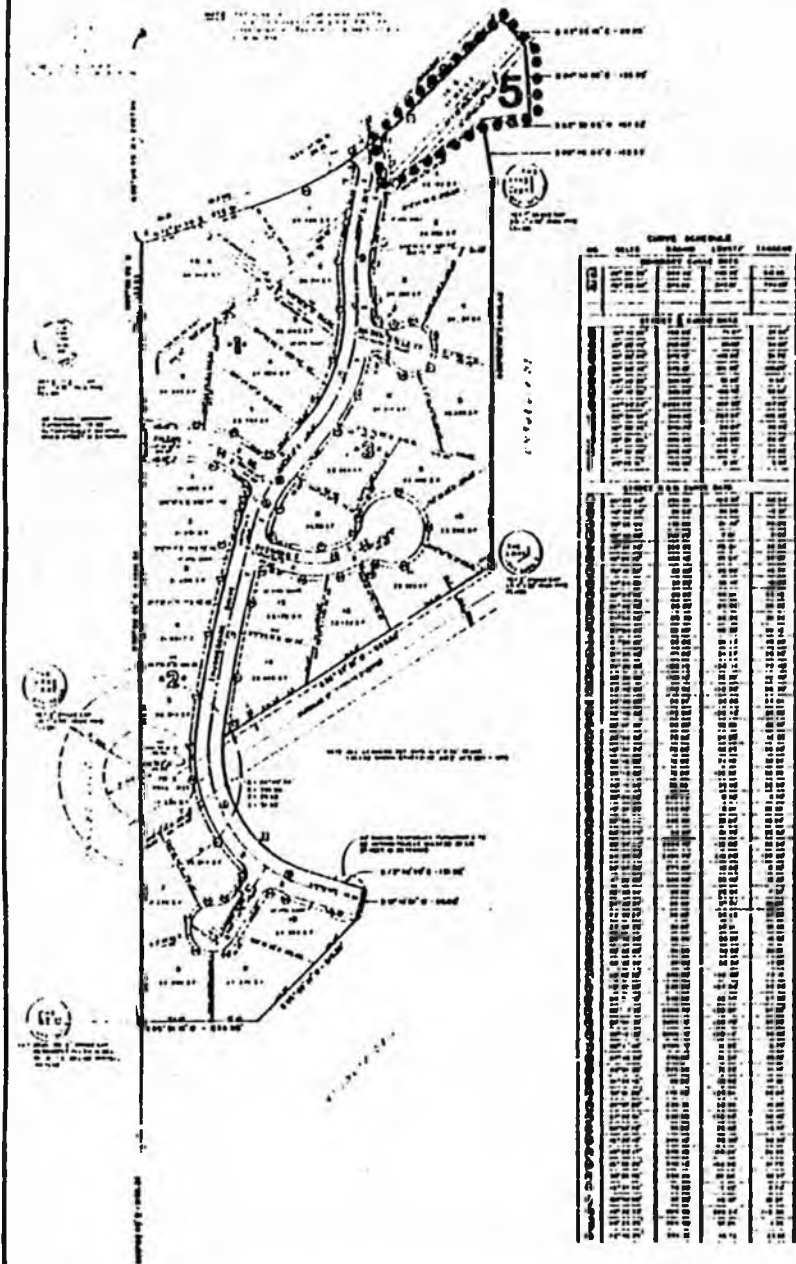
EXHIBIT B-1



 RIGHT-OF-WAY REQUIRED
 AREA REMAINING



EXLUTNA INC. By: _____ _____ _____ Signature _____ Date _____		STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES MAP SHOWING RIGHT OF WAY REQUIRED FOR EAGLE RIVER/HILAND ROAD BRIDGE	
Attached To: <u>Easement</u> Dated: _____ Page: <u>3</u> of <u>?</u>		CENTRAL REGION Area <u>21.6389</u> AC. Scale <u>1" = 200'</u> Project No <u>53121</u> Date <u>12-27-95</u> Page No <u>27C</u>	



SECTION	AREA	STALLS	REMARKS
1
2
3
4
5

- NOTE: THE FOLLOWING ARE THE CONDITIONS OF THE CONTRACT:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND BARRIERS.

27-226
 Exchange
 of 10/11
 by [Signature]



STATE OF MICHIGAN
 DEPARTMENT OF HIGHWAY TRANSPORTATION
 DIVISION OF HIGHWAYS
 LANSING, MICHIGAN

PROJECT NO. 100-1000000
 CONTRACT NO. 100-1000000

DATE OF CONTRACT: 10/11/11
 DATE OF COMPLETION: 10/11/11

DESIGNER'S CERTIFICATE
 I, the undersigned, hereby certify that the plans and specifications herein are true and correct copies of the original plans and specifications on file in the office of the Designer.

Z. M. Hill

MEASUREMENT OF DISTANCES
 ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THE PLANS UNLESS OTHERWISE SPECIFIED.

[Signature]

DATE APPROVED
 10/11/11

[Signature]

WORK NO. 100-1000000
 PROJECT NO. 100-1000000

DOMHOFF & ASSOCIATES, INC. Engineering Planning Surveying 10000 Woodward Avenue Detroit, Michigan 48202 Telephone: 313-963-1100	
PROJECT NO. CONTRACT NO. DATE OF CONTRACT DATE OF COMPLETION	SHEET NO. TOTAL SHEETS SCALE DRAWN BY CHECKED BY

EKLUTNA INC. LAND:
 Thunderbird Falls
 parking lot

EXHIBIT D

A T T A C H M E N T B

DOCUMENTED ENCUMBRANCES OF RECORD

Eklutna File #

- R/W #31 1. Easement to DOT&PF for Eagle River bridge crossing. Variable length and width. 21.6389 acres. DOT&PF project file A8438/53121.
- R/W #33 2. Easement to Matanuska Electric Assn., Inc. for a transmission and distribution line. Parallels section line in Section 13, T14N,R2W,S.M. 15 feet on each side of pole centerline. Lies partially within R/W #31.
- R/W #35 3. Easement reserved to Eklutna, Inc. for a sewer and waterline crossing. 40 feet wide. This line is not built. It is involved in Corps of Engineer permit #071-0YD-4-860429. Most of this alignment lies within Eklutna, Inc. R/W #31.

R/W #26

4. Letter of Entry to ripen into a 10-foot wide permanent easement for a natural gas pipeline for ENSTAR Natural Gas Company.
5. Letter of Entry to DOT&PF to do soil investigation work for the proposed Hiland Road/Eagle River road project.
6. Plat restrictions pertaining to use of lands within Tract A-1 for Somerset Terrace Estates (Preliminary) now redesignated as Tract D, Dena'ina Estates (Preliminary/final).
7. Plat restrictions pertaining to use of lands within Tract 1-B for Eagleridge Subdivision - Phase B per plat #83-252.
8. Plat restrictions pertaining to use of land within Tract 1-C, Parkview Terrace East Subdivision Tracts 1-A, 1-B, 1-C per plat #86-120. This area was formally platted as Tract 1 per plat #85-158.

R/W #39&40 9. EIN 61 (BLM File #AA25016). This is a 100-foot wide electric transmission easement extending easterly from Section 19, T14N,R1W,S.M. to Section 16, T14N,R1W,S.M. This powerline is often referred to as the Briggs Transmission line.

R/W #13 10. A 30-foot wide (15 feet each side of centerline) electric distribution line for Matanuska Electric Assn., Inc. within the S2NW4 of Section 21, T14N,R1W,S.M. The east-west leg of this line lies within the 100-foot wide easement identified as EIN 61.

11. EIN 1. A 60-foot wide easement for the Lower Eagle River Trail shown on the U.S.G.S. Quadrangle Map. This road extends from Section 24, T14N,R2W,S.M. easterly and southeasterly through Section 31, T14N,R1E,S.M.

12. EIN 59. A 60-foot wide easement for old Eagle River Road on the north side of the river. This old road is separate from the existing Eagle River Road that is upgraded and maintained by DOT&PF.

13. A right-of-way A-046425, twenty-five (25) feet each side of the centerline located in Sections 23,24,25, T14N,R1W,S.M. and Sections 30,31,32, T14N,R1E,S.M. for an electric distribution line for the Matanuska Electric Association, Inc. This powerline parallels the Eagle River Road and in many instances lies within the road right-of-way.

14. An electric powerline easement 30 feet wide identified by BLM casefile number A015987 traversing Tract B, Block 3, Thunderbird Heights Subdivision, Plat # 77-226 filed in Anchorage Recording District.

15. A 50 foot right-of-way for an existing trail from the Old Glenn Highway to lands patented to the State of Alaska to provide access to Thunderbird Falls. The right-of-way traverses Tract B, Block 3, Thunderbird Heights Subdivision, Plat # 77-226 filed in Anchorage Recording District.

UNDOCUMENTED OR UNAUTHORIZED ENCUMBRANCES

1. The Eklund homestead litigation (A79-336 Civil) and Carr homestead litigation (A79-336 Civil) are within Section 32, T14N,R1E,S.M. These are homestead claims that were denied to the applicants by the Bureau of Land Management. The plaintiffs have lost in the District Court. The 9th Circuit Court affirmed the District Court, but a petition for rehearing is pending.

2. The Donnelly homestead dispute is within the E2 of Section 25, T14N,R1W,S.M. Donnelly also claims to have a right to land under §14(c)(1) of the Alaska Native Claims Settlement Act.

The Federal District Court has ruled against Donnelly on his claims, but has not yet entered an appealable judgement. However, Donnelly has already filed a Notice of Appeal to the 9th Circuit Court of Appeals.

3. The Lee homestead litigation is within the NW4 of Section 25, T14N,R1W,S.M. and has been joined with the Eklund and Carr cases referred to in (1) above. The Lee 14(c)(1) claim has been joined with the Donnelly case referred to in (2) above.

4. The McIntyre homestead litigation is within Section 23, T1N,R1W,S.M. McIntyre lost his claim for a homestead in the 9th Circuit Court. The District Court still has before it his claim under §14(c)(1) of The Alaska Native Claims Settlement Act. McIntyre has expanded his 14(c)(1) claim beyond the boundaries of his homestead claim.

5. There may be claims for right-of-access to homestead lands to the south of the ANCSA 17(b) easement EIN 1-D9. The homesteaders built their roads long before ANCSA but the BLM did not reserve these lesser easements in the patent. Eklutna, Inc. does not have a list of who those users might be.

6. There appears to be a telephone line buried along the section line common to Section 13, T14N,R2W,S.M. and Section 18, T14N,R1W,S.M., also Section 24, T14N,R2W,S.M. and Section 19, T14N,R1W,S.M. Eklutna, Inc. has contacted the Matanuska Telephone Association on many occasions to determine if they had an easement of record. None has been provided, however, they did apparently apply for an easement at one time.

State of Alaska Department of Natural Resources has Eagle River Campground improvements located within Tract A-1 of Somerset Terrace Estates (Preliminary). The area is in the former W2NW2 Section 13, T14N,R2W,S.M.

Eklutna, Inc. is not aware of any other known underground entries on the proposed greenbelt lands.

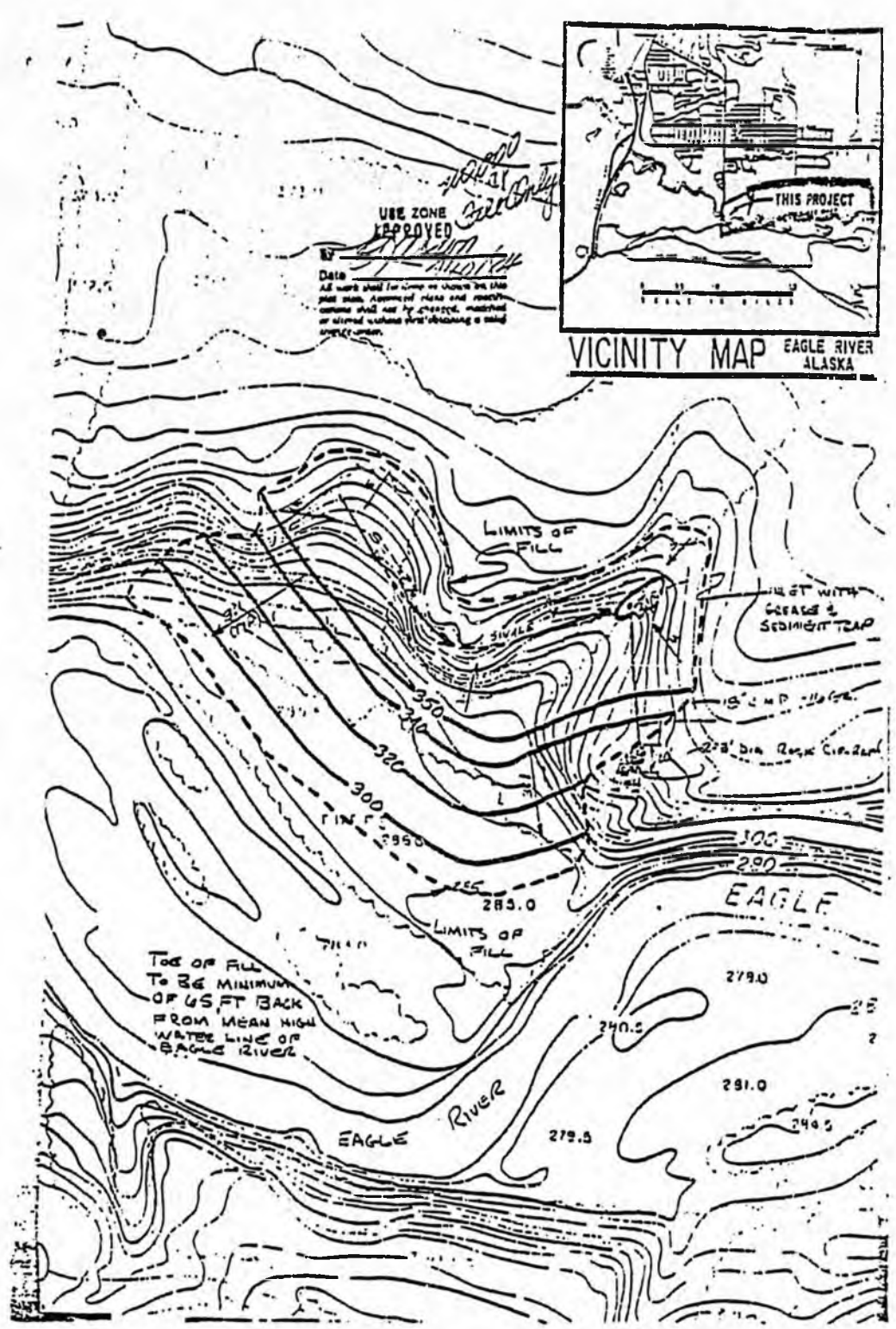
EASEMENTS BEING RESERVED BY EKLUTNA, INC

Excepting and reserving to Eklutna, Inc. and its assigns:

1. The 17(b)(3) easement for EIN 1 D9 reserved in Patent No. 50-79-0094 will be expanded from the current 60-foot width to 100 feet where it passes through lands acquired by the state pursuant to this agreement to accommodate a future public road and public utilities. This easement can be adjusted to provide for a more desirable alignment.
2. Lands identified by Municipality of Anchorage permit 84-6003 in the SW4, Sec 18, T14N,R1W,S.M. as shown in Exhibit A shall remain available for use as a fill site for ten (10) years from the date of execution of this agreement. Use and restoration of this site shall conform to the conditions specified on the Municipality of Anchorage permit 84-6003.
3. A 200-foot wide floating easement across lands acquired by the state in accordance with this agreement in the SE4NE4 of Sec 20 and SW4NW4 of Sec 21, T14N,R1W,S.M. to accommodate a public road with bridge, and public utilities. If this easement is used, an as-built alignment will be provided and reduced down to a 100-foot wide easement.

4. Eklucna, Inc. reserves an access easement as follows:

North 100 feet of the NE4SE4 and the north 100 feet of the
east 100 feet NW4SE4, Sec 22, T14N,R1W,S.M.



1. Zoning

Comments:

Submitted letter of determination regarding developable Wetlands. Check file for letter of non-involvement. Not in construction. Wetland per telephone conversation. Husella Work 7/10/84; Jack & Jane

Need P.W.E.

2. Public Works/Engineering

Comments:

Conditions of Approval

1. Incremental portions of the work should be reseeded at the end of each season to provide dust control and to ensure adequate sediment & erosion control. Compaction (as required to stabilize the slopes) must be provided.
2. Percentage of woody debris must not exceed 10%. No junk or garbage allowed.
3. 3:1 slopes (as shown) should be provided. Run-out, with a 10' wide drainage terrace at 30' vertical intervals.

4. Trees & shrubs must be included in proposed site plan. Specifics must be provided with P.W.E.

3. Traffic Engineering

Comments:

4. Building Safety

Comments:

COMPATIBILITY DETERMINATION:

This use: _____

Predominant Surrounding uses: _____

Compatible

Incompatible

Approved

Disapproved

BUILDING OFFICIAL

DATE

STEVE COWPER
GOVERNOR



STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

March 27, 1987

The Honorable Ben Grussendorf
Speaker of the House
Alaska State Legislature
P.O. Box V
Juneau, AK 99811

Dear Representative Grussendorf:

Under the authority of art. III, sec. 18, of the Alaska Constitution, and AS 38.50.140, I am transmitting a bill approving and ratifying the Eagle River Greenbelt land exchange, and adding 1.09 acres to Chugach State Park. The land exchange acquires from Eklutna, Inc., for the public, a greenbelt consisting of 3,558 acres along Eagle River in the Municipality of Anchorage, and an option to purchase two additional parcels. In return, Eklutna will receive Block 112A, Anchorage Original Townsite, located on the east end of downtown Anchorage, plus \$173,300.

The state began land exchange negotiations with Eklutna, Inc. in June, 1986. The greenbelt is based on a plan adopted by the Anchorage Assembly on May 7, 1985 (Assembly Resolution 85-88). The original boundary of the planned greenbelt was adjusted to reduce the amount of developable land included, thereby reducing the overall cost to the state. Only surface interests are being exchanged. Cook Inlet Region, Inc. (CIRI), owns the subsurface of the Eklutna, Inc., land. In an agreement with the Municipality of Anchorage on November 25, 1986, CIRI agreed to execute to the state, without compensation, a non-development covenant for the subsurface estate to a vertical depth of 250 feet as long as the area is used for passive public park purposes. The covenant will also allow the annual use of up to 500 cubic yards of sand and gravel on site for trails and public access.

The land that the state is offering in exchange was acquired by the state for a state office complex. It is located between "A" and Cordova Streets and between Fifth and Sixth Avenues. Changing economic conditions have made plans for constructing a state office building on this site obsolete, leaving the land available for exchange. Under the terms of a settlement dated November 25, 1986

between the state and the Municipality of Anchorage, under the municipal entitlements statutes (AS 29.65), the Municipality of Anchorage will acquire the state's interests in Block 112A if this proposed land exchange is not completed.

The appraisals for this exchange were prepared by the firm of Black-Smith and Richards, Inc. The appraised value of the Eagle River Greenbelt being acquired by the state, including the Thunderbird Falls parking lot, is \$8,773,300. This total does not reflect the value of two parcels that were appraised separately. Parcels 3 and 4, appraised at \$220,000 and \$110,000 respectively, have been excluded from the exchange, with the state receiving an option until May 1, 1988 to purchase these parcels at that appraised value.

The appraised value of Block 112A is \$8,600,000. The difference of \$173,300 will be paid by the state to Eklutna, Inc. to make this an equal-value exchange. The legislature appropriated \$1,000,000 for acquisition of the Eagle River Greenbelt in 1986. Two-thirds of this was frozen by Governor Sheffield because of the revenue shortfall. There is, however, sufficient money left to cover the expenses for completing this exchange and to pay Eklutna, Inc. \$173,300 to equalize values in the exchange. If the money restricted by Governor Sheffield in capital improvement projects appropriation number 39454 is made available before July 1, 1987, the state will exercise its option to purchase parcels 3 and 4 before August 1, 1987.

This exchange has many benefits. Under the exchange, the state will acquire an important recreational resource in close proximity to a major urban area. The exchange will guarantee continued access by tourists and local residents to sport-fishing, wildlife viewing, berrypicking and other recreational activities. It will protect fish and wildlife habitat, and wetlands. It will also resolve two instances of state use of Eklutna, Inc. land: both the Eagle River Campground and the Thunderbird Falls parking lot are located partially on land owned by Eklutna, Inc.

This exchange also makes Block 112A available for private development. This block is located diagonally across from the Anchorage Historical and Fine Arts Museum, near the Sheraton Hotel and other tourist attractions. The state's development of this block no longer seems feasible. Allowing it to remain as a vacant parking lot on the main

thoroughfare into Anchorage is considered by many to amount to urban blight. Eklutna, Inc. will be in a better position to develop this parcel, and the land will return to the tax rolls.

Section 1 of the bill sets out the purpose of the legislation. Section 2 of the bill approves the exchange. Section 3 adds the Thunderbird Falls parking lot, described as section 25, tract B, Thunderbird Heights Subdivision, to Chugach State Park. This is necessary because this parcel is outside of the boundaries of the park. Under AS 41.21.122, the commissioner is authorized to modify the park boundaries, subject to legislative approval.

All of the requirements for a land exchange, except legislative review, have been satisfied. The state gave public notice of the exchange in January and February 1987, and held public hearings in three locations on February 18, 1987. The hearing record remained open for two weeks after that to receive written comments. The finding, under AS 38.05.035(e), that this exchange best serves the interests of the state was made on March 6, 1987. On that same date the final exchange agreement was signed.

AS 38.50.140 says that the governor is required to transmit proposals for land exchanges to the president of the senate and the speaker of the house of representatives within 10 days after the convening of a regular legislative session unless exigent circumstances require transmittal at another time. Under the schedule agreed to by the parties on August 13, 1986, this bill would have been brought before you on January 20, 1987.

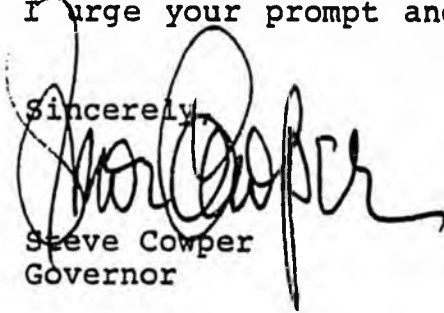
Due primarily to problems with the appraisal process, it was impossible to meet that deadline. A protest of the award of the appraisal contract was received from an unsuccessful bidder. The hearing and resolution of that protest delayed the award of the contract. In addition, several questions were raised by Eklutna, Inc. and by state review appraisers after the draft appraisals were received. Resolution of these questions and the delay in awarding the contract delayed approval of the appraisals by 75 days. For these reasons, I find that exigent circumstances prevented submittal of this legislation earlier this year.

Two relevant statutes are inconsistent with each other. AS 38.50.140, mentioned above, refers to land exchanges "submitted to the legislature for approval under AS 38.-

50.020(a)." However, AS 38.50.020(a) says nothing about legislative approval, merely stating that certain exchanges or final agreements to exchange are "subject to legislative review under AS 38.50.140." As you know, any statute purporting to subject an executive-branch act to a legislative veto raises significant constitutional issues under the law-making-procedures provisions and the separation-of-powers doctrine. See State v. A.L.I.V.E. Voluntary, 606 P.2d 769 (Alaska 1980); and Immigration and Naturalization Service v. Chadha, 462 U.S. 919, 77 L.Ed.2d 317, 103 S.Ct. 2764 (1983). Nevertheless, I am submitting this Eklutna land exchange to the legislature for approval because I know of and wish to accommodate the legislature's strong interest in it and because I wish to avoid any possible challenge to the exchange on the grounds that the statutes were not fully satisfied.

It is imperative that you approve this legislation this session if the exchange is to proceed. Failure to do so will lose this opportunity to acquire the Eagle River Greenbelt from Eklutna, Inc. If the exchange fails, the Municipality of Anchorage will receive the state's interest in Block 112A in partial satisfaction of Anchorage's entitlement under AS 29.65. I urge your prompt and favorable action on this measure.

Sincerely,


Steve Cowper
Governor

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2

HOUSE BILL NO. 231

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FIFTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to the Eagle River Greenbelt land
7 exchange; and providing for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. PURPOSE AND LEGISLATIVE FINDINGS. (a) The purposes of
10 this Act are to acquire a greenbelt along Eagle River in the Municipality
11 of Anchorage to be managed as part of Chugach State Park, to resolve the
12 issue of the state's use of Eklutna, Inc., land at Eagle River Campground
13 and the Thunderbird Falls parking lot, and to transfer state land in
14 downtown Anchorage to private ownership.

15 (b) The legislature finds that there are important recreational,
16 scenic, and environmental values along Eagle River. The legislature also
17 finds that the Eagle River Greenbelt land exchange described in sec. 2 of
18 this Act will promote economic vitality through private development in
19 downtown Anchorage. The legislature further finds, based on extensive
20 public review, that the Eagle River Greenbelt land exchange is a matter of
21 statewide significance and is in the general public interest.

22 * Sec. 2. APPROVAL OF LAND EXCHANGE. The legislature approves the land
23 exchange contract entered into by the State of Alaska, Department of
24 Natural Resources, and Eklutna, Inc. on March, 6, 1987, ADL 223175.

25 * Sec. 3. AS 41.21.121(12) is amended to read:
26 (12) Township 16 North, Range 1 West, Seward Meridian
27 Section 25: NE1/4SE1/4SE1/4 and N1/2SE1/4SE1/4; and Tract B,
28 Thunderbird Heights Subdivision, as shown on Plat 77-226,
29 Anchorage Recording District, October 10, 1977

1 * Sec. 4. This Act takes effect immediately under AS 01.10.070(c).

HB

231-S

SENATE COMMITTEE REPORT

FURTHER:

DATE TURNED INTO OFFICE 5/16/87

Mr. President:

FINANCE

Committee considered HB 231

Eagle River Greenbelt land exchange;efd

and recommended:

[] replace with CS FOR _____) [] same title
[] or adopt _____ CS FOR _____) [] new title

[] attached amendment(s) and

[] do pass

[] do not pass

[] no recommendation

[x] individual recommendations

[] further referral to _____

[] letter of intent adopted _____

Committee [x] attached or [] adopted fiscal note(s)

[] new [] updated or [x] previous
[x] zero [] fiscal impact

MEMBERS SIGNING DO PASS

Daryl Fracker
Rich Uehy

OTHER RECOMMENDATIONS

W. H. ... (No Rec)
W. H. ... (No Rec)
...

OB

NO REC.

Chairman signature and recommendation

[] Committee Backup Attached

STATE OF ALASKA 1987 LEGISLATIVE SESSION
FISCAL NOTE

REQUEST: _____

Bill Version: HB 231
Publish Date: HOUSE 3/30/87

Revision Date: March 27, 1987

Agency Affected: Natural Resources
BRU: Land and Water Management

Title: Eagle River Greenbelt land exchange

Sponsor: Rules (Governor)

Components: _____

Requestor: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

HB Prepared by: Tom Hawkins Phone: 465-2400
Division: Land & Water Management Date: 3/27/87
Approved by Commissioner: *Jennie Boston Gorsuch* Date: 3/27/87
Agency: Natural Resources

- Distribution (by preparer):
- Legislative Finance
 - Legislative Sponsor
 - Requestor
 - Office of Management and Budget
 - Impacted Agency(ies)
 - Senate Secretary

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2

HOUSE BILL NO. 231

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FIFTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to the Eagle River Greenbelt land
7 exchange; and providing for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. PURPOSE AND LEGISLATIVE FINDINGS. (a) The purposes of
10 this Act are to acquire a greenbelt along Eagle River in the Municipality
11 of Anchorage to be managed as part of Chugach State Park, to resolve the
12 issue of the state's use of Eklutna, Inc., land at Eagle River Campground
13 and the Thunderbird Falls parking lot, and to transfer state land in down-
14 town Anchorage to private ownership.

15 (b) The legislature finds that there are important recreational,
16 scenic, and environmental values along Eagle River. The legislature also
17 finds that the Eagle River Greenbelt land exchange described in sec. 2 of
18 this Act will promote economic vitality through private development in
19 downtown Anchorage. The legislature further finds, based on extensive
20 public review, that the Eagle River Greenbelt land exchange is a matter of
21 statewide significance and is in the general public interest.

22 * Sec. 2. APPROVAL OF LAND EXCHANGE. The legislature approves the land
23 exchange contract entered into by the State of Alaska, Department of
24 Natural Resources, and Eklutna, Inc. on March, 6, 1987, ADL 223175.

25 * Sec. 3. AS 41.21.121(12) is amended to read:
26 (12) Township 16 North, Range 1 West, Seward Meridian
27 Section 25: NE1/4SE1/4SE1/4 and N1/2SE1/4SE1/4SE1/4; and
28 Tract B, Thunderbird Heights Subdivision, as shown on Plat
29 77-226, Anchorage Recording District, October 10, 1977

1 * Sec. 4. This Act takes effect immediately under AS 01.10.070(c).

FACT SHEET ON THE EAGLE RIVER GREENBELT LAND EXCHANGE (ADL 223175)

Preliminary Exchange Agreement

- signed by Eklutna, Inc and the State on 8/13/85
- proposed exchange of all or part of Block 112a for an ERGB and T-bird Falls parking lot

Appraisal

- approved on 1/16/87
- performed by Black-Smith and Richards, Inc.
- Values:

- Block 112a: \$8,600,000
- ERGB: \$9,103,300 Total
- T-bird falls parking lot: \$31,300
- #1. Roop Road: \$73,000
- #2. South Fork greenbelt: \$72,000
- #3. Viewshed: \$220,000
- #4. Viewshed: \$110,000

Preliminary agreement

- State will acquire ERGB, including Parcels #1 and 2, and T-bird Falls; and 1 year option on #3 & 4.
- Eklutna will acquire Block 112a, and \$173,300 in cash.

Status of \$1,000,000 appropriation

- \$1,000,000 appropriated for acquisition of ERGB
- 650,000 restricted by Gov Sheffield
- 350,000 remainder
- 23,000 appraisal for ERGB
- 10,000 appraisal for Gross waterfalls
- 173,300 cash needed to purchase T-birds Falls, and #1 and 2
- 143,700 needed for survey of ERGB for conveyance and title insurance
- Release of the \$650,000 would allow purchase of viewsheds #3 and 4, survey of same, and negotiations to proceed on waterfall properties
- Must realize that revenue projections are gloomy and the release of this money might not rank high against other priorities.

Schedule

- Public hearings 2/18 7:00 at Eagle River Library, Chugiak CCS Building, and Loussac Library
- Record remains open until 3/4
- If final negotiations are successful, binding agreement will be signed on 3/13.
- Legislature must affirmatively approve the exchange because state's assets are more than \$5,000,000.



Chugiak-Eagle River Chamber of Commerce

P.O. Box 770353 / Eagle River, Alaska 99577

"PLACE OF MANY PLACES"

January 23, 1987

The Honorable Steve Cowper
Governor of Alaska
Pouch A
Juneau, Alaska 99811

Dear Governor Cowper:

The goal of the Chugiak-Eagle River Chamber of Commerce is the improvement of the economic health of our community. Seldom can this goal be realized without giving up something in return. The Board of Directors feels that the community and the State of Alaska have been offered just such an opportunity with the development plans proposed by Eklutna Inc. and Dr. Rogner.

Two key elements are necessary to insure the success of this development. First is the State's acquisition of the Eagle River Green Belt and second is securing a long term lease for the use of Highland Mountain and Gordon Lyon Mountain as downhill ski slopes.

The Green Belt acquisition is a proposed swap of Eklutna Inc. land, located along the Eagle River, for state land located in Anchorage. Permits to use the ski slopes will be by negotiated lease for use of Chugach State Park land. The Board of Directors sees the successful completion of these agreements as one way to encourage economic development and increase tourism in our community.

Governor Steve Cowper
Page 2

At the January 23, 1987 meeting of the Chugiak-Eagle River Chamber of Commerce the Board of Directors unanimously approved a resolution supporting the development plans of Eklutna Inc. and Dr. Rogner. We would strongly encourage that you support such development as being in the best interests of all the people of Alaska and use all the good efforts of your office to insure it's timely approval.

Sincerely,

Stephen R. Punch, President

enclosure: Resolution 87-01

cc: Commissioner Tony Smith
Department of Commerce and Economic Development
Pouch D
Juneau, Alaska 99811

Commissioner Judy Brady
Department of Natural Resources
Pouch M
Juneau, Alaska 99811

Senator Rick Halford
Pouch V
Juneau, Alaska 99811

Senator Tim Kelly
Pouch V
Juneau, Alaska 99811

Representative Randy Phillips
Pouch V
Juneau, Alaska 99811

Representative Sam Cotton
Pouch V
Juneau, Alaska 99811

Eklutna Inc.
550 W. 7th, Suite 1550
Anchorage, Alaska 99501



"PLACE OF MANY PLACES"

Chugiak-Eagle River Chamber of Commerce

P.O. Box 770353 / Eagle River, Alaska 99577

RESOLUTION 87-01

EAGLE RIVER ECONOMIC DEVELOPMENT

WHEREAS, Knakanen Inc., the wholly owned subsidiary of Eklutna Inc., and Dr. Robert Rogner have entered into a joint venture partnership to develop a 1500 room resort complex on 103 acre tract located along the South Fork of Eagle River, and

WHEREAS, the use of the slopes of Highland Mountain and Gordon Lyon Mountain, for downhill ski runs, is crucial to insure a world class resort complex, and

WHEREAS, the creation of the Eagle River Green Belt, which will be an extension of Chugach State Park, will allow canoeing, rafting, hiking and other tourist uses, and

WHEREAS, the construction of this complex will bring 170 million dollars into the States economy and create 2000 local jobs as well as many other tourist related jobs,

NOW THEREFORE BE IT RESOLVED that the Chugiak-Eagle River Chamber of Commerce enthusiastically endorses the granting of a lease for the use of State Park land for the proposed downhill ski areas,

BE IT FURTHER RESOLVED that the Chugiak-Eagle River Chamber of Commerce strongly supports the acquisition of the Eagle River Green Belt as an addition to the Chugach State Park.

APPROVED BY THE Chugiak-Eagle River Chamber of Commerce Board of Directors this _____ day of _____, 1987.

Stephen R. Punch, President

FINAL EXCHANGE AGREEMENT
ACL 223175
Eklutna, Inc. and State of Alaska
Eagle River Greenbelt

This final exchange agreement for the negotiated exchange of lands is made by and between Eklutna, Inc. (herein referred to as "Eklutna") whose address is 550 West Seventh Ave., Suite 1550, Anchorage, Alaska 99501 and the State of Alaska, Department of Natural Resources (herein referred to as "the state") whose address is P.O. Box 107005, Anchorage, Alaska 99510.

RECITALS

1. This exchange is being made pursuant to AS 38.50 and Section 22(f) of the Alaska Native Claims Settlement Act as amended (43 USC § 1621(f)) and other authority.
2. The Commissioner of Natural Resources is authorized to exchange state land pursuant to AS 38.50 and 11 AAC 67.200-.280, subject to the requirement for legislative approval under AS 38.50.140.
3. The President of Eklutna has been authorized by resolution of the Board of Directors #1986-A dated August 12, 1986 to enter into this agreement.
4. The Commissioner of Natural Resources has found that the requirements of AS 38.50 and 11 AAC 67.200-.280 have been satisfied. The Commissioner has found in a written best interest finding dated March 6, 1987, that this exchange, as proposed in the Preliminary Exchange Agreement dated August 13, 1986, and as modified by Addendum #1 to the Preliminary Exchange Agreement dated January 16, 1987, best serves the interests of the state by furthering the goals of Chugach State Park as stated in AS 41.21.121.
5. The Commissioner has found that this exchange is consistent with the Alaska Coastal Management Program.

AGREEMENT

The parties hereby agree as follows:

6. Conveyance by Eklutna.
 - a. Eklutna will convey the surface estate, subject to reservations and exceptions contained in the patents, the land described in Attachment A containing approximately 3538 acres. This land was acquired by Eklutna by United States Patents 50-79-0094, 50-79-0149, and 50-74-0164.

Final Exchange Agreement
ADL 223175
Eklutna, Inc. and State of Alaska
Eagle River Greenbelt
Page Two

- b. Eklutna will grant the state an option to acquire the surface estate in the land described below for the values shown. The option must be exercised in writing by the state before May 1, 1988; provided, however, that if sufficient funds in Capital Improvement Project account number 39454 are made available before July 1, 1987, the state must exercise its option before August 1, 1987.

Subunit No. 3, \$220,000

T14N, R1W, S.M. Section 19: That portion of N1/2NE1/4 and NE1/4NW1/4 lying south of the north boundary of the 17 (b)(3) easement (EIN 1 09). Containing approximately 94 acres.

Subunit No. 4, \$110,000

T14N, R1W, S.M. Section 20: That portion of NE1/4NW1/4 and NW1/4NE1/4 lying south of the north boundary of the 17(b)(3) easement (EIN 1 09) and north of the unimproved dirt road lying approximately 600 feet south and generally paralleling the said 17(b)(3) easement (EIN 1 09). Containing approximately 28 acres.

7. Conveyance by the state.

The state will convey Lot 1A, Block 112A, Anchorage Original Townsite, as shown on plat 84-375 filed in the Anchorage Recording Office on October 16, 1984 subject to the mineral reservation described in AS 38.05.125; containing approximately 4.39 acres. The state has closed these lands to mineral entry effective November 28, 1986. These lands were acquired by the state under the following actions:

OSL 771	Lot 1, Blk 112	C.A. No. 3AN-82-09440
OSL 772	Lot 2, Blk 112	C.A. No. 3AN-82-09410
OSL 773	Lot 3, Blk 112	C.A. No. 3AN-82-09439
OSL 774	Lot 4-A, Blk 112	C.A. No. 3AN-82-09404
OSL 775	Lots 7, 8, 9, 10, 11 & 12, Blk 112	C.A. No. 3AN-82-09405
OSL 776	Lots 1A & 2C, Blk 113	C.A. No. 3AN-82-09409
OSL 777	Lot 3, W1/2 Lot 2, E1/2 Lot 4, Blk 113	C.A. No. 3AN-82-09753
OSL 778	Lot 5, W1/2 Lot 4, Blk 113	C.A. No. 3AN-82-09438
OSL 779	Lot 6, Blk 113	C.A. No. 3AN-82-09752
OSL 780	Lot 7, Blk 113	C.A. No. 3AN-82-09408
OSL 781	Lots 3, 11 & South 95' of Lot 12, Blk 113	C.A. No. 3AN-82-09407
OSL 782	Lots 9 & 10, Blk 113	Warranty Deed dated 11/15/82 Anchorage Recording Office Book 813, Pg 0342

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OSL 783 North 45' of Lot 12, Blk 113
Vacation of streets and alleys through
resubdivision

C.A. No. 3AN-82-09406
Plat 84-375

8. Reservations and third party interests on the surface estate to be conveyed by Eklutna.

The reservations and third party interests on the surface estate (including subunits No. 3 & 4) to be conveyed by Eklutna are described in Attachment 8.

9. Reservations and third party interests on land to be conveyed by the state.

The state will reserve only those interests required by 38.05.125 and the plat of survey 84-375. There are no third party interests in the land.

10. Equalization of values.

The appraised fair market value of the land offered by Eklutna identified in Attachment A is \$8,773,300.

The appraised fair market value of the land offered by the state identified above is \$8,600,000.

The state will pay the difference in value of \$173,300 in cash to Eklutna within 30 days of the effective date of the legislative act approving this exchange.

11. Survey.

The state will pay the cost of surveying the land it is to acquire from Eklutna to the extent required for the transfer of legal title. The land to be acquired by Eklutna requires no additional survey.

12. Future Encumbrances.

Each party agrees not to encumber the lands proposed to be exchanged or conveyed to the other party under this agreement and not to alter substantially the physical condition of the lands proposed to be exchanged or conveyed except to the extent required by law or upon the written consent of the other party.

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13. Transfer of Management Rights and Equitable Title.

The parties agree that upon the effective date of legislation approving this exchange, equitable title in the lands to be conveyed by the state will be deemed to vest in Eklutna and Eklutna will thereafter have possession and management responsibilities for the lands. Similarly, upon the effective date of legislation approving this exchange, equitable title in the lands to be conveyed by Eklutna will be deemed to vest in the state and the state will thereafter have possession and management responsibilities for those lands.

From and after the effective date of legislation approving the exchange, Eklutna, Inc. shall defend and save the state harmless from any and all claims for damages or cause of action at law or in equity, real or supposed, mature or immature, that arise upon or in connection with the land to which Eklutna, Inc. receives possessory rights; provided, however, that the state will retain sole responsibility for the structures presently located on the land which will be removed prior to July 1, 1987.

From and after the effective date of legislation approving the exchange, the state shall defend and save Eklutna, Inc. harmless from any and all claims for damages or cause of action at law or in equity, real or supposed, mature or immature, that arise upon or in connection with the land to which the state receives possessory rights; provided, however, that Eklutna will retain sole responsibility for the adjudication and resolution of any claims concerning the land made pursuant to section 14(c) of the Alaska Native Claims Settlement Act, 43 USC § 1613(c).

14. Exchange of Deeds.

No later than thirty days after the Department of Natural Resources notifies Eklutna that all surveys necessary for the conveyance of legal title have been completed, each party will deliver to the other a draft quitclaim deed proposed to be executed to implement this exchange. Within ten days thereafter, each party will review the draft deed and notify the other of any objections to the proposed form of the deed. As soon as practicable after any objections have been resolved to the mutual satisfaction of the parties, the final deeds necessary to implement this exchange will be executed and delivered. Concurrent with the exchange of deeds, title insurance in the amount of \$8,600,000.00 acceptable to Eklutna will be provided to Eklutna for the land it is to receive. The costs of the title insurance will be paid by the state.

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15. Effective Date.

This agreement shall become effective upon its execution by both parties, and its effective date shall be the date upon which the last party signs the agreement, but performance of the obligations of paragraphs 6, 7, 13 and 14 of this agreement are expressly conditioned upon the enactment of legislation by the Alaska legislature approving and ratifying this agreement.

16. Cancellation.

In the event that legislation by the Alaska legislature approving and ratifying this agreement is not enacted prior to July 1, 1987, then either party may cancel this agreement upon thirty days written notice to the other party.

17. Amendments.

Any amendment, modification, or supplementation of this agreement must be in writing and signed by both parties. Further, any amendment, modification, or supplementation that materially amends the amount or value of the interests exchanged will be subject to approval by the Alaska legislature.

18. Waiver.

Neither party will be deemed to have waived any right, term, or condition of this agreement unless the waiver is in writing and signed by an authorized official of the party. Any failure of either party to object to or to seek a remedy of any violation by the other party of any provision of this agreement shall not be deemed a waiver of or an estoppel against any future right to object to or to seek a remedy of a subsequent violation, whether the later violation is of the same or another provision.

19. Notices.

Any notices, demands, or other communications under this agreement shall be in writing, and shall be deemed given if delivered in person or sent through the United States Postal Service by registered or certified mail as follows:

- a. if to Eklutna: Eklutna, Inc.
550 West 7th Avenue
Suite 1550
Anchorage, Alaska 99501

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ACL 223175

Eklutna, Inc. and State of Alaska
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- b. if to the state: Director
 Alaska Division of Land and Water Management
 P.O. Box 107005
 Anchorage, Alaska 99510

20. Interpretation.

- a. This agreement will be constructed and enforced in accordance with and governed by the laws of the State of Alaska.
- b. Both Eklutna and the state are jointly and equally responsible for the drafting of this agreement and consequently, an ambiguity, if any, may not be construed against one party or the other as its drafter. This agreement will be construed independently of any draft documents.
- c. The captions used in this agreement are for convenience only and will not control or affect the meaning or construction of any of its provisions.
- d. This agreement incorporates Attachments A and B which are referred to herein.
- e. This agreement contains the entire agreement and understanding of the parties with respect to its subject matter. Any oral representations made by either party during the negotiations of this agreement which are not incorporated by writing into this agreement are not binding.
- f. The terms of this agreement shall be binding upon and inure to the benefit of, and be enforceable by, the representatives and successors of the parties.
- g. Any lawsuit arising out of or related in any way to this agreement must be brought in Anchorage, Alaska. The parties waive any objections to venue being located in Anchorage, Alaska.

3/5/37

ATTACHMENT A

Eklucna lands to be acquired by the State as shown on map (Exhibit A and Exhibit D) and described as follows:

T14N, R2W, S.M.

Section 13: Tract 1-B Eagleridge Subdivision Phase B as shown on plat 83-252 filled in Anchorage Recording District on July 13, 1983; Tract A-1, proposed Somerset Terrace Estates (now redesignated as Tract D, Dena'ina Estates Subdivision Preliminary). Included in this parcel is the portion of the proposed Eagle River Road bridge crossing site, DOT/PF project numbers A84381/53121 (parcel 27C as shown in Exhibit C). Including the bed of Eagle River.

T14N, R1W, S.M.

Section 10: That portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ excluding the uplands bounded by the left bank of Eagle River and the right bank of the South Fork of Eagle River. Including the bed of Eagle River and tributaries.

Section 17: All land upland of the right bank of Eagle River to a line being 12.5 feet northerly and parallel to a line brushed and flagged for a trail centerline as shown on Exhibit B-1, to be platted with the boundary survey, and all land upland of the left bank of Eagle River. Including the bed of Eagle River.

Section 18: All that part of Tract 1-C Parkview Terrace East Subdivision Tracts 1-A, 1-B and 1-C as shown on plat 86-120 recorded in Anchorage Recording District on July 15, 1986, lying south of Tract E and Tract 2 of Parkview Terrace Subdivision, as shown on plat 35-158, and its intersection with a line being 12.5 feet northerly and parallel to a trail centerline shown on Exhibit B-2, to be platted with the boundary survey, excluding that portion south of the north boundary of the 17(b)(3) easement (EIN 1 D9). Included in the above description is the proposed Eagle River Road bridge crossing site, DOT/PF project numbers A84381/53121 (parcel 27C as shown in Exhibit C). Including the bed of Eagle River.

Section 19: All land within that portion of GLO Lot 1, N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9). Including the bed of Eagle River.

Section 20: All land within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9); E $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ that portion within 200 feet of the left bank of the South Fork of Eagle River. Including the bed of Eagle River.

Section 21: NE $\frac{1}{4}$; that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9); that portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying north of the north boundary of the 17(b)(3) easement (EIN 1 D9); the NW $\frac{1}{4}$ excluding the following two metes and bounds parcels:

Parcel 1

Commencing at the NW corner of Section 21; thence East along the North line of said Section 21, 440.00 feet more or less to the thread of the South Fork of Eagle River the true point of beginning; thence East along the North section line of Section 21 to the point of intersection with the line of ordinary high water on the left bank of Eagle River; thence in a southeasterly direction along the line of ordinary high water of the left bank of Eagle River, 1,575 feet more or less to a point lying 1,615 feet East of the West line of Section 21; thence South on a line parallel to and 1,615 feet easterly of the West line of Section 21, 494.48 feet; thence S 54° 51'30" E, 802.76 feet; thence South, 350.00 feet; thence S 36° 17' E, 624.27 feet more or less to a point on the North-South Center of Section 21 line; thence South along said line 220.04 feet more or less to the C $\frac{1}{2}$ corner; thence West along the East-West centerline of Section 21, 2,090.00 feet to the thread of the South Fork of Eagle River; thence in a northwesterly direction following the bends and turns of said thread, 2,688 feet more or less to a point on the westerly line of Section 21; thence North along said Section line 131.06 feet more or

less to the intersection of the thread of said stream which is approximately South 395.28 feet from the Northwest corner of Section 21; thence in a northeasterly direction along the thread of the South Fork of Eagle River, 778 feet more or less to the true point of beginning and containing 96 acres more or less.

Parcel 2

That portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying westerly of a line located 200 feet west of the left bank of the South Fork of Eagle River containing 5 acres more or less.

Including the bed of Eagle River.

Section 22: That portion of land within the S $\frac{1}{2}$ excluding that portion south of the north boundary of the 17(b)(3) easement (EIN 1 D9).

Including the bed of Eagle River.

Section 23: S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ all land south of the Eagle River Road right-of-way; and that portion of land described as follows: Bearing from the C-N-SW $\frac{1}{4}$ /64 approximately S55° 20'E for approximately 3,215 feet to a point 150 feet north of the E1/16 corner common to Sections 23 and 26 excluding those lands northeast of the above mentioned line. Including the bed of Eagle River.

Section 24: All land south of the south boundary of the Eagle River Road right-of-way.

Section 25: That portion of land lying southerly and westerly of the following described boundary: Beginning at a corner common to Section 25, 30, 31 and 36; thence north approximately 1,450 feet along the section line common to Sections 25 and 30 to a point; then west approximately 1,530 feet to a point; then northwest approximately N48° W for 1,200 feet to a point; then northwest approximately N60° W 500 feet to a point; thence northeast approximately N47° E 600 feet to a point that intersects the Eagle River Road right-of-way; then northwest along the south boundary of the Eagle River Road right-of-way to the section line common to Sections 24 and 25. Including the bed of Eagle River.

Section 26: All lands within N½, E½SE½, NE½SE½SW½SE½, NE½SW½SE½, N½NW½SW½SE½, NW½SE½, E½NE½SW½, NE½SW½NE½SW½, NW½NE½SW½, E½NE½NW½SW½, NW½NE½NW½SW½, and NE½NW½NW½SW½. Including the bed of Eagle River.

Section 27: N½NE½, N½SE½NE½, N½S½SE½NE½, SE½SE½SE½NE½, NE½SW½NE½, N½NW½SW½NE½, N½NE½NW½, E½SE½NE½NW½, NW½SE½NE½NW½, NE½SW½NE½NW½, NE½NE½NW½NW½ all land north of the north boundary of the 17(b)(3) easement (EIN 1 D9).

Section 35: NE½NE½NE½, NE½NW½NE½NE½.

Section 36: That portion of land within NE½, N½NE½SE½, SE½NE½SE½, N½SW½NE½SE½, N½NE½SE½SE½, SE½NE½SE½SE½, NE½NW½SE½, NE½NW½NW½SE½, N½SE½SE½NW½, NE½SE½NW½, E½NW½SE½NW½, NW½NW½SE½NW½, NE½NW½, N½NE½SW½NW½, E½NW½NW½, SE½SW½NW½NW½, N½SW½NW½NW½, and NW½NW½NW½. Including the bed of Eagle River.

T14N, R1E, S.M.

Section 30: All lands south of the Eagle River Road right-of-way.
Including the bed of Eagle River and braided channels.

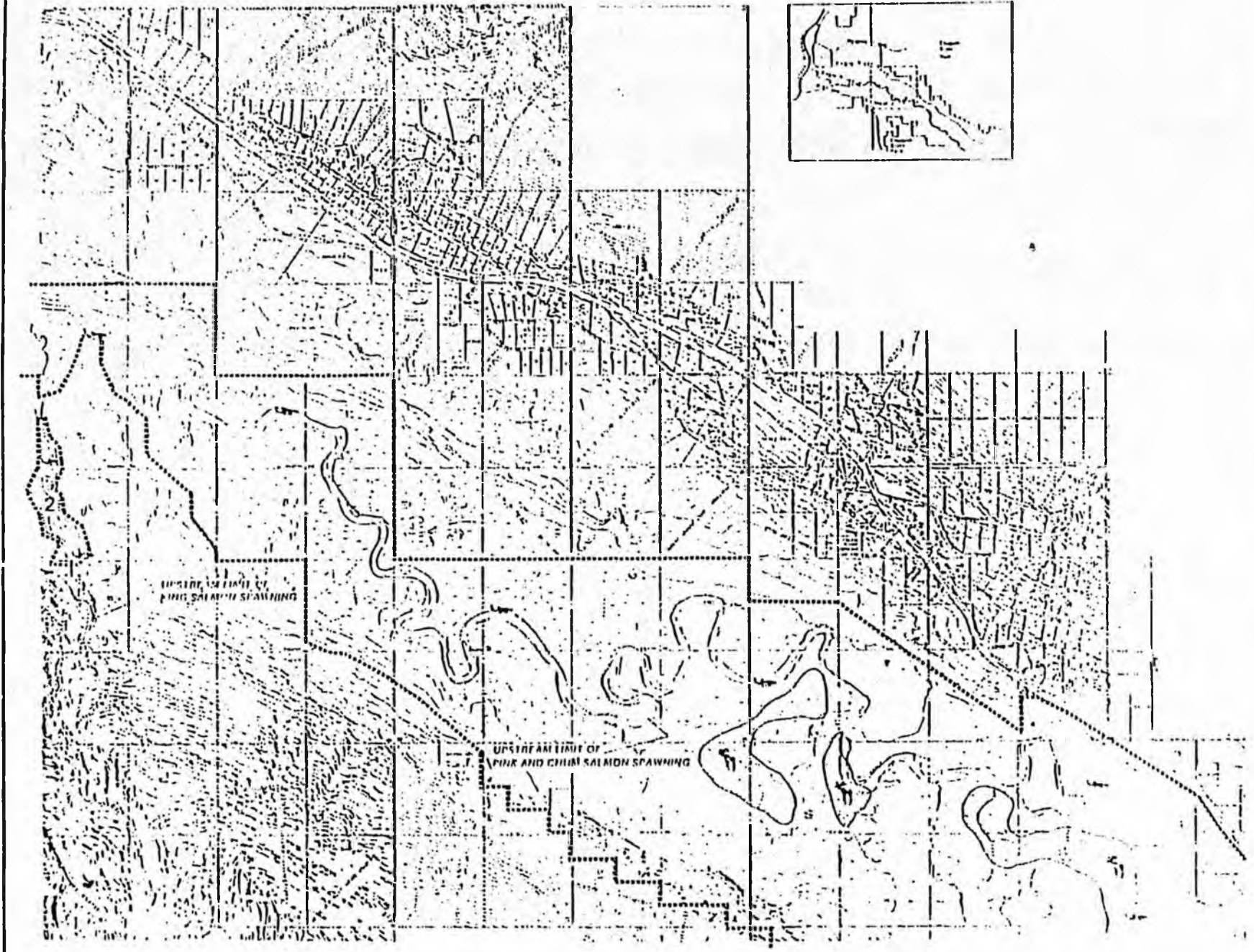
Section 31: That portion of land within the $E\frac{1}{2}$ excluding those lands northeast of the south boundary of the Eagle River Road right-of-way; $E\frac{1}{2}W\frac{1}{2}$, and GLO Lots 1, 2, 3 and 5. Including the bed of Eagle River and braided channels.

Section 32: Lands described as follows: Beginning at a corner common to Sections 31 and 32, T14N, R1E, Sections 5 and 6, T13N, R1E; thence north 90° E approximately 1,330 feet along the section line to a point; then northwest approximately $N33^{\circ}$ W 1640 feet to a point; then northeast approximately $N8^{\circ}$ E for 440 feet to a point; then northwest approximately $N63^{\circ}$ W $^{\circ}$ for 550 feet to a point on the section line common to Sections 31 and 32 then south along the section line common to Sections 31 and 32 to the point of beginning.

T16N, R1W, S.M.

Section 25: Tract B, Thunderbird Heights Subdivision as shown on plat 77-226 filed in the Anchorage Recording District on October 10, 1977, as shown on Exhibit D. Containing approximately 1.09 acres.

The total lands described above contain approximately 3,558 acres.

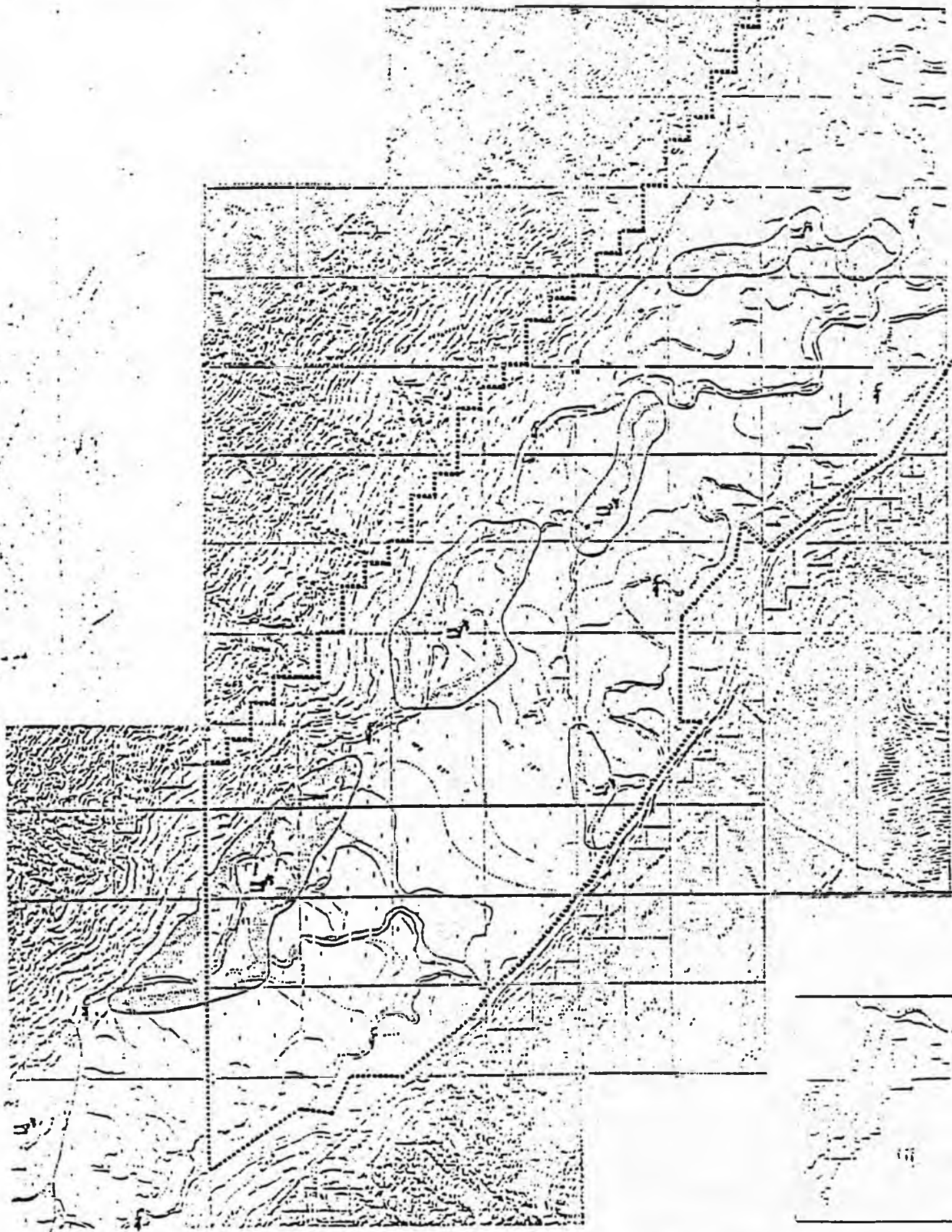


1983 / 3-2-83
 WILDLIFE HABITAT PLANNING STUDY
 EAGLE RIVER, ALASKA

WILDLIFE HABITAT
 EAGLE RIVER
 GREENBELT PLAN

Wildlife Habitat
 MAP 2

A-3

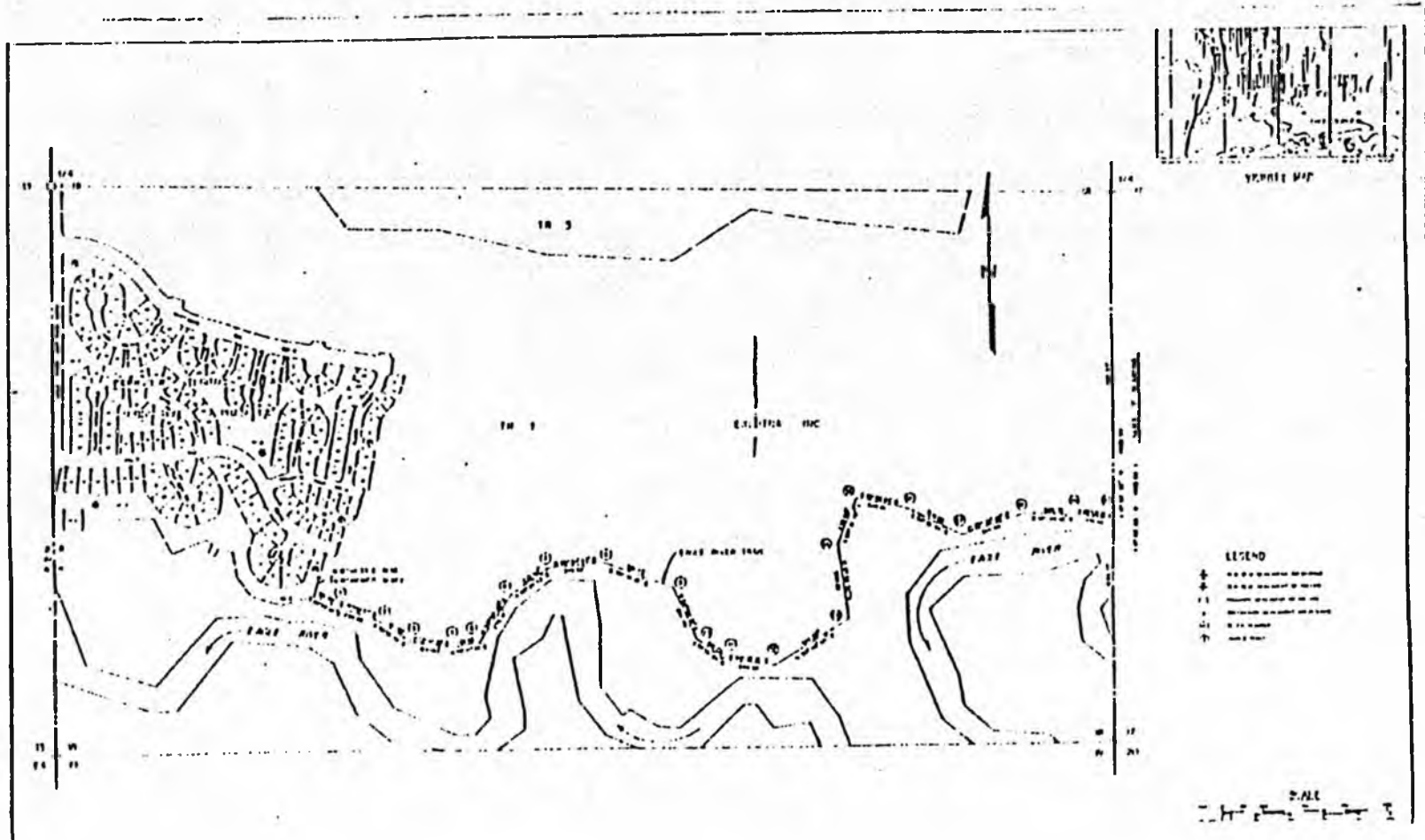




3

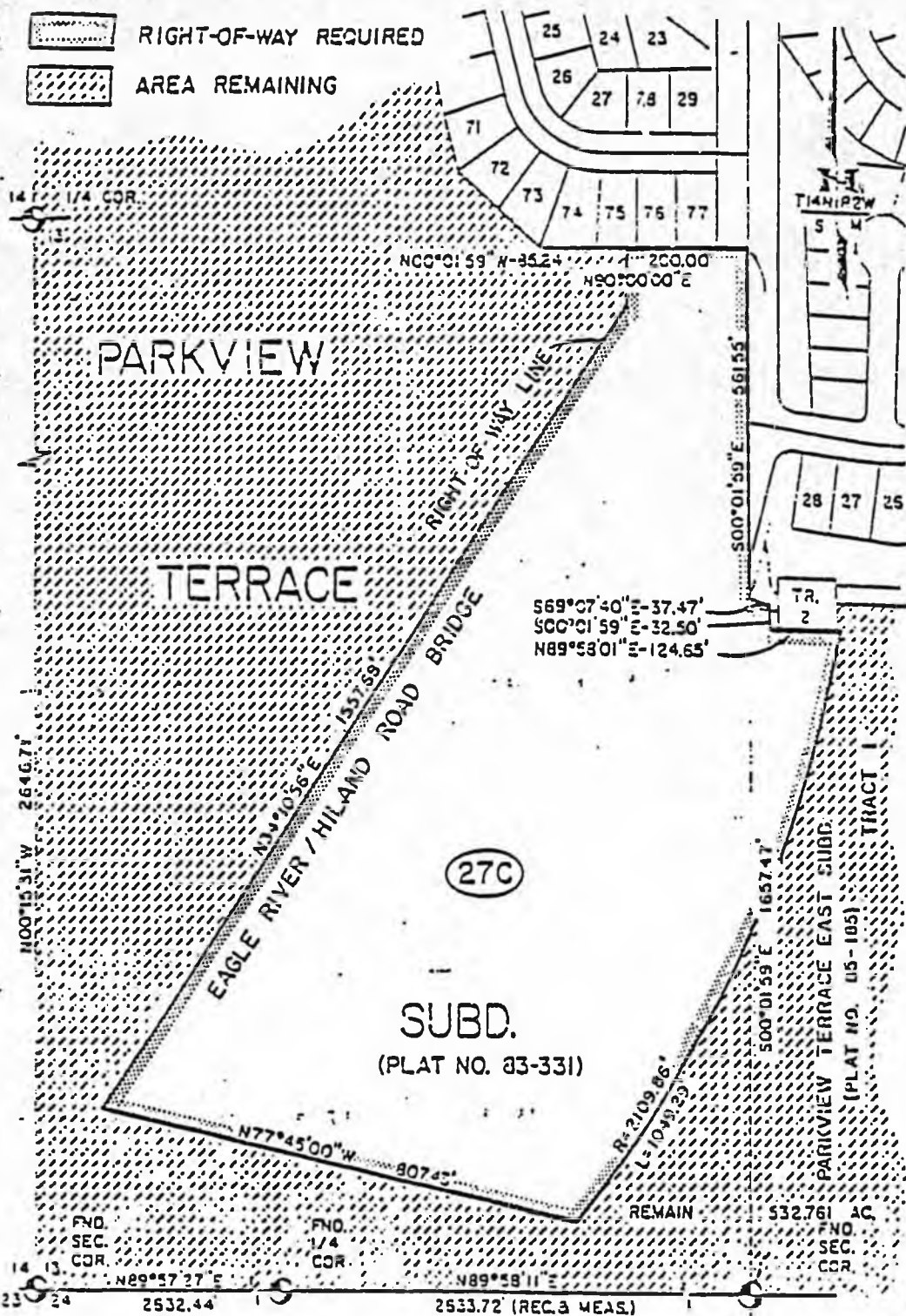
Wildlife Habitat
Map

EAGLE RIVER
GREENBELT PLAN

ARCHITECTURE ENGINEERING PLANNING SERVICES
INCORPORATED, 1000 W. 10TH ST., SUITE 100, DENVER, CO 80202



 RIGHT-OF-WAY REQUIRED
 AREA REMAINING



EXLUTNA, INC. By: _____ _____ _____ _____ Signature _____ Date _____		STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES MAP SHOWING RIGHT OF WAY REQUIRED FOR EAGLE RIVER/HILAND ROAD BRIDGE
Attached To: <u>Easement</u> Dated _____ Page: <u>3</u> of <u>7</u>		CENTRAL REGION Area <u>21.6369</u> AC. Scale <u>1" = 200'</u> Project No. <u>53121</u> Date <u>12-27-85</u> Page No. <u>270</u>



ESTIMATE OF UNIMPAVED PAVED AREAS
 This estimate is based on the plan shown and is subject to change if the plan is modified. It is intended to provide a general indication of the amount of paving required for the project.

PAVING CONTRACT
 The paving contract shall be awarded to the lowest responsible bidder who meets the requirements of the specifications and conditions of contract.

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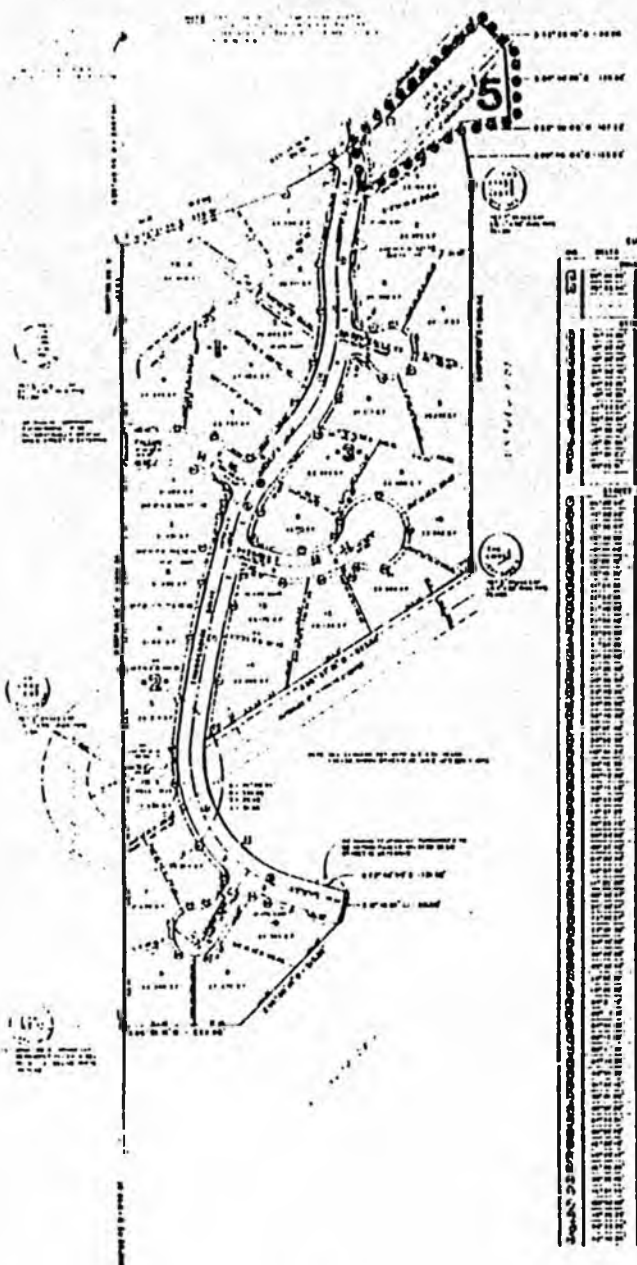
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DOMHOFF & ASSOCIATES, INC. Engineering-Planning-Surveying	
DATE: 11/10/71	BY: [Signature]
PROJECT: [Project Name]	SCALE: [Scale]

EKLUTNA INC. LAND:
 Thunderbird Falls
 parking lot



NO.	DESCRIPTION	AMOUNT	TOTAL
1	PAVING CONTRACT	100.00	100.00
2	PAVING CONTRACT	100.00	200.00
3	PAVING CONTRACT	100.00	300.00
4	PAVING CONTRACT	100.00	400.00
5	PAVING CONTRACT	100.00	500.00
6	PAVING CONTRACT	100.00	600.00
7	PAVING CONTRACT	100.00	700.00
8	PAVING CONTRACT	100.00	800.00
9	PAVING CONTRACT	100.00	900.00
10	PAVING CONTRACT	100.00	1000.00

NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
 4. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.

22-226
 Exchange
 11/10/71
 [Signature]

EXHIBIT D

A T T A C H M E N T B

DOCUMENTED ENCUMBRANCES OF RECORD

Eklutna File #

- R/W #31 1. Easement to DOT&PF for Eagle River bridge crossing. Variable length and width. 21.6389 acres. DOT&PF project file A8438/53121.
- R/W #33 2. Easement to Matanuska Electric Assn., Inc. for a transmission and distribution line. Parallels section line in Section 13, T14N,R2W,S.M. 15 feet on each side of pole centerline. Lies partially within R/W #31.
- R/W #35 3. Easement reserved to Eklutna, Inc. for a sewer and waterline crossing. 40 feet wide. This line is not built. It is involved in Corps of Engineer permit #071-0YD-4-860429. Most of this alignment lies within Eklutna, Inc. R/W #31.

R/W #26

4. Letter of Entry to ripen into a 10-foot wide permanent easement for a natural gas pipeline for ENSTAR Natural Gas Company.
5. Letter of Entry to DOT&PF to do soil investigation work for the proposed Hiland Road/Eagle River road project.
6. Plat restrictions pertaining to use of lands within Tract A-1 for Somerset Terrace Estates (Preliminary) now redesignated as Tract D, Dena'ina Estates (Preliminary/final).
7. Plat restrictions pertaining to use of lands within Tract 1-B for Eagleridge Subdivision - Phase B per plat #83-252.
8. Plat restrictions pertaining to use of land within Tract 1-C, Parkview Terrace East Subdivision Tracts 1-A, 1-B, 1-C per plat #86-120. This area was formally platted as Tract 1 per plat #85-158.