

17.05.13

A
L
A
S
K
A

2013-000976-0

Recording District 303 Kodiak

05/28/2013 10:02 AM

Page 1 of 8



STATE BUSINESS – NO CHARGE

THIRD AMENDMENT TO THE
CONSERVATION EASEMENT

THIS THIRD AMENDMENT to the Conservation Easement ("Easement") is made this 2nd day of May, 2013, by **Koniag, Inc.** (hereinafter, with its successors and assigns "Koniag"), whose address is 4300 B Street, Suite 407, Anchorage, Alaska 99503 ("Grantor"), the **United States of America** (hereinafter, with its assigns "United States"), acting through the Fish and Wildlife Service, whose address is 1011 E. Tudor Road, Anchorage, Alaska 99503-6199 ("Grantee"), and the **State of Alaska** (hereinafter, with its assigns "State"), acting through the Alaska Department of Natural Resources, whose address is 550 W. 7th Avenue, Suite 1050A, Anchorage, Alaska 99501-3579, individually referred to hereafter as a Party, or collectively referred to hereinafter as the Parties. This Amendment is made under the authority of Section 1302(a) of the Alaska National Interest Lands Conservation Act (16 USC § 3192(a)), the National Wildlife Refuge Administration Act as amended by the Refuge Improvement Act of 1997 (16 U.S.C. § 668aa-ee), A.S. 38.05.035 and A.S. 16.05.050, the Master Agreement for the Protection of Certain Lands and Resources between Koniag, Inc., the United States of America, and the State of Alaska, dated July 31, 2002 ("Agreement"), recorded as instrument number 2002-003445-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, as amended by the First Amendment to the Agreement recorded December 6, 2002, as instrument number 2002-003446-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, as amended by the Second Amendment to the Agreement recorded April 11, 2012, as

Page 1 of 8

Third Amendment to Conservation Easement
Koniag, Inc. Grantor

instrument number 2012-000814-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, as further amended by the Third Amendment to the Agreement recorded January 25, 2013 as instrument 2013-000145-0 in the Kodiak Recording District, Third Judicial District, and the Conservation Easement between Koniag, Inc., the United States of America, and the State of Alaska, dated October 15, 2002, recorded December 6, 2002, as instrument number 2002-003448-0 in the Kodiak Recording District, Third Judicial District, State of Alaska, as amended by the First Amendment to the Conservation Easement recorded April 11, 2012, as instrument number 2012-000815-0 in the Kodiak Recording District, State of Alaska, and further amended by the Second Amendment to the Conservation Easement recorded January 25, 2013, as instrument number 2013-000146-0 in the Kodiak Recording District, State of Alaska.

WHEREAS, the Parties have reached an agreement to amend the Easement and wish to memorialize their agreement.

NOW THEREFORE, pursuant to the laws of the State of Alaska, and in particular Alaska Statutes Section 34.17.010-34.17.060, and with the agreement of the Grantee and the State, the Parties do hereby amend the Easement as follows:

1. Effective Date. The effective date of this Amendment shall be the date of signature of the last Party hereto.
2. Amendment. As of the Effective Date, the Section 2 of the Easement will be amended in the manner hereinafter set forth:

- (a) The second sentence of Section 2(e) is amended to read as follows:

Grantor may exercise this election no later than thirty calendar days following the second regularly-scheduled Trustee Council meeting to be held in the fall of 2013.



3. Authority. This Amendment is entered into pursuant to the provisions of Section 15 (e) of the Easement.

4. General Provisions.

(a) This Amendment is not intended, and shall not be construed, to create any other party beneficiary hereof and that nothing in this Amendment shall be construed as creating any rights of enforcement by any other person or entity.

(b) This Amendment shall be construed so as to affect the purposes for which it was adopted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this Amendment.

(c) If any material provision of this Amendment or any application thereof shall be invalid or unenforceable, then the Parties will negotiate in good faith such reasonable modifications of this Amendment as are necessary to protect the duties, rights and interests of the Parties under this Amendment and to carry out the intent of this Amendment.

5. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

/

/

/

/



- (i) If to Koniag: Koniag, Inc.
194 Alimaq Drive
Kodiak, Alaska 99615
Attention: Thomas H. Panamaroff, President
Email: tpanamaroff@koniag.com
- With a copy to: Koniag, Inc.
4300 B Street, Suite 407
Anchorage, Alaska 99503
Attention: Jessica Graham, General Counsel
Email: jgraham@koniag.com
- (ii) If to the United States: Regional Director
Region 7
U.S. Fish and Wildlife Service
1011 E. Tudor Road
Anchorage, Alaska 99503-6199
- With copies to: Refuge Manager
U.S. Fish and Wildlife Service
Kodiak National Wildlife Refuge
1390 Buskin River Road
Kodiak, Alaska 99615
- Chief, Division of Realty
Region 7
U.S. Fish and Wildlife Service
1011 E. Tudor Road
Anchorage, Alaska 99503-6199
- (iii) If to the State: Department of Natural Resources
Office of the Commissioner
550 W. 7th Avenue, Suite 1400
Anchorage, Alaska 99501-3579
- With a copy to: Alaska Department of Fish and Game
Office of the Commissioner
P.O. Box 115526
Juneau, Alaska 99802-5526
- (iv) If to the Trustee Council: Executive Director
Exxon Valdez Oil Spill Trustee Council
4210 University Drive
Anchorage, AK 99508-4626



or to such other address as any Party from time to time shall designate by written notice to the others.

6. Effect of Amendment. Except as provided herein, the Easement shall remain in full force and effect and its provisions shall remain unchanged.

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

KONIAG, INC.

Date: 5/2/13

By: [Signature]
Thomas H. Panamaroff
President

UNITED STATES OF AMERICA

Date: 5/13/13

By: [Signature]
Geoffrey Haskett
Regional Director
U.S. Fish and Wildlife Service

STATE OF ALASKA

Date: 5/21/13

By: [Signature]
Ed Fogels
Deputy Commissioner
Department of Natural Resources

/

/

/

/

/



ACKNOWLEDGEMENT

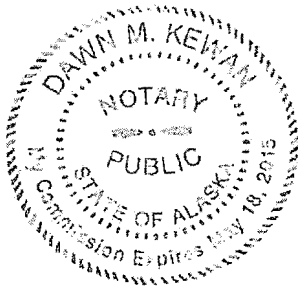
STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

§§:

THIS IS TO CERTIFY that on the 2nd day of May, 2013, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Thomas H. Panamaroff, President of Koniag, Inc., to me known and known to be the person he represented himself to be, and the same identical person who executed he above and foregoing Third Amendment to Conservation Easement on behalf of Koniag, Inc., and who acknowledged to me that he signed the same as President of Koniag, Inc. in the name and for and on behalf of said Corporation, freely and voluntarily and by authority of its Board of Directors for the use and purposes therein mentioned.

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

(SEAL)



NOTARY PUBLIC in and for Alaska
My Commission Expires: 5/18/18

My Commission Expires: 5/18/15

/ /
/ /
/ /
/ /
/ /
/ /
/ /
/ /
/ /
/ /
/ /
/ /



ACKNOWLEDGEMENT

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss:

The foregoing instrument was acknowledged before me by Geoffrey Haskett, Regional Director, Region 7, of the U.S. Fish and Wildlife Service, on this 21 day of May, 2013.



[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: 2015

ACKNOWLEDGEMENT

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss:

The foregoing instrument was acknowledged before me by Ed Fogels, Deputy Commissioner, Department of Natural Resources, State of Alaska on this 21 day of May, 2013.

(SEAL) **MARY K. RYCKMAN**
COM # 13030
Notary Public, State of Alaska
Comm. expires "with office"

[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: with office

/

/

/

/

/

/

/



AFTER RECORDING RETURN TO:
U.S Department of the Interior
Fish and Wildlife Service
Division of Realty
1011 E. Tudor Road
Anchorage, Alaska 99503

Location Index:

Seward Meridian, Alaska

T. 29 S., R. 29 W., Secs. 24 - 26, 36
T. 30 S., R. 28 W., Secs. 17 - 20: 28, 30, 32
T. 30 S., R. 30 W., Secs. 18 - 19, 29 - 33
T. 30 S., R. 31 W., Secs. 11 - 14, 23 - 25, 36
T. 30 S., R. 33 W., Secs. 25 - 26, 34 - 36
T. 31 S., R. 28 W., Secs. 5, 17, 29, 32
T. 31 S., R. 29 W., Secs. 27, 34
T. 31 S., R. 30 W., Secs. 2 - 9, 16 - 21, 27 - 34
T. 31 S., R. 31 W., Secs. 1 - 2, 10 - 15, 24 - 25, 36
T. 31 S., R. 32 W., Secs. 6 - 7, 18 - 19, 30 - 31
T. 31 S., R. 33 W., Secs. 1 - 2, 11 - 14, 23 - 26, 35 - 36
T. 32 S., R. 28 W., Sec. 34
T. 32 S., R. 29 W., Secs. 3, 30 - 32
T. 32 S., R. 30 W., Secs. 2 - 7, 9 - 11, 13 - 16, 22 - 27, 34 - 36
T. 32 S., R. 32 W., Secs. 5 - 9, 11, 14 - 17
T. 32 S., R. 33 W., Sec. 1
T. 32 S., R. 34 W., Secs. 33.

