



This deed was reviewed by
Amanda Kranz,
Attorney
U.S. Army Corps of Engineers, Alaska District
P.O. Box 6898
JBER, AK 99806-0898

**QUITCLAIM DEED
ANCHORAGE-WHITTIER POL PIPELINE
(AKA: DEFENSE FUEL SUPPORT POINT-WHITTIER)
WHITTIER, ALASKA
TRACT NO. F**

THIS QUITCLAIM DEED, made this 26th day of July, 2022, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Grantor"), acting by and through the Interim Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to delegations of the authority contained in Section 2841 of the Ike Skelton National Defense Authorization Act for Fiscal Year 2011, Public Law 111-383, whose mailing address is: United States Army Engineer District, Alaska, ATTN: CEPOA-PM-RE, P.O. Box 6898, Joint Base Elmendorf-Richardson, Alaska 99506-8698 and City of Whittier (hereinafter referred to as the "Grantee"), a municipal corporation and political subdivision of the State of Alaska, whose mailing address is: City of Whittier, P.O. Box 608, Whittier, Alaska 99693.

WITNESSETH THAT:

WHEREAS, Section 2841 of the Ike Skelton National Defense Authorization Act for Fiscal Year 2011 authorized the Secretary of the Army to convey to the City of Whittier, Alaska, for consideration in an amount not less than the fair market value of the property conveyed, all right, title, and interest of the United States in and to a parcel of real property, including any improvements thereon, located at the Defense Fuel Support Point Whittier, Alaska, and consisting of approximately 62 acres, that the Secretary considers appropriate in the public interest; and

NOW THEREFORE, the Grantor, for and in consideration of TWO HUNDRED, TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$228,800.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Valdez-Cordova census area, in the State of Alaska, containing approximately 58 acres as shown on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Property"), and described as follows:

The Property is located within Township 8 North, Range 4 East, Seward Meridian, and identified as Lots 1 and 2, United States Survey 8726, dated 1 October 1996, and filed with the Anchorage Recorders Office on 11 October 1996.

RESERVING, HOWEVER, unto the Grantor a perpetual and assignable easement and right-of-way fifteen (15) feet on either side of the centerline of the existing multi-product pipeline system, as shown and described in Exhibit C, attached hereto and made a part hereof, for the operation, maintenance, alteration, repair, and replacement of the said pipeline system; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; together with the right of ingress and egress over the Property for the purpose of exercising the rights reserved herein; provided that the Grantee covenants for itself, its successors and assigns that it shall not build any road, structure, or improvement on the easement area unless at least four (4) feet of top cover is placed on the pipeline and, for all other portions of the easement area, the Grantee shall maintain three (3) feet of top cover at all times; provided further that the Grantor reserves the right to remove any road, structure, or improvement located within the easement area impeding the Grantor's access to the pipeline system after providing the Grantee reasonable notice of the intended undertaking and providing the Grantee a reasonable amount of time to remove, at its own expense, any such road, structure, or improvements; provided further that in exercising this right to remove obstacles impeding access to the said pipeline system, the Grantor shall take all reasonable measures, at no significant additional cost to the Grantor, to minimize any damage to the Grantee's roads, structures, and improvements within the easement area; provided, however, that the Grantor shall not be liable for any damages to, loss of use, or destruction of, such roads, structures, or improvements resulting from the Grantor's exercise of the rights reserved to the Grantor herein.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, leases, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity, and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this deed, agrees that, as part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity by the Grantor and other interested parties as allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances does not abrogate their status as binding upon the Grantee, its successors and assigns:

1. NOTIFICATION OF PETROLEUM OR PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

The Grantee is hereby provided the summary of the storage, release, or disposal of petroleum or petroleum products on the Property in Exhibit B, attached hereto and made a part hereof. Said summary is based on the best information available to the Department of the Army and believed to be correct but no warranty as to completeness or accuracy is provided with respect thereto. The approximate known extent



of contamination as of April 24, 2013 as well as the locations of all monitoring wells and drinking water wells are depicted on Exhibit D, attached hereto and made a part hereof.

2. RESERVATION OF ACCESS

The Grantor retains and reserves a perpetual easement and right of access on, over, and through the Property, to enter upon the Property in any case which an environmental response action or corrective action is found to be necessary on the part of the Grantor without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the Grantor to meet its responsibilities under applicable laws and as provided for in this deed. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

In exercising such easement and right of access, the Grantor shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this easement and right of access, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means, but without significant additional costs to the Grantor, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the Grantor. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the Grantor or any officer, employee, agent, contractor of any tier, or servant of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this easement and right of access. The Grantee, for itself, its successors and assigns, covenants that it shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

3. PROVISION OF REPORTS AND DATA

The Grantee, for itself, its successors, and assigns covenants that it shall provide the United States Department of the Army a copy of any environmental monitoring or remediation report and any environmental data it obtains pertinent to the fuel contamination existing on the Property at the time of the conveyance herein.

4. "AS IS" CONDITION

The Grantee acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The Grantee understands and agrees that the Property is conveyed "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.



No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos, lead-based paint, or pesticides. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the Grantor.

5. HOLD HARMLESS

To the extent authorized by law, the Grantee, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees from (a) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this deed by the Grantee, its successors and assigns, and (b) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on the Property after the date of the conveyance herein.

The Grantee, for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on the Property.

6. POST-TRANSFER DISCOVERY OF CONTAMINATION

If a release or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the Grantee, its successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the Grantee or its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor's activities, use or ownership of the Property, the Grantee or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the release or threatened release of the hazardous substance and the Grantee shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the Grantor after the conveyance herein.

7. ENVIRONMENTAL PROTECTION PROVISIONS.

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without including the Environmental Protection Provisions set forth below, and shall require the said provisions be included in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the



Property or any portion thereof.

LAND USE RESTRICTIONS

A. Restrictions. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the said land use restrictions.

(1) Intrusive Actions Restriction. The Grantee, for itself, its successors and assigns covenants that it shall not perform or allow intrusive actions on the Property without providing prior written notice to the Alaska Department of Environmental Conservation (ADEC).

(2) Excavation Restriction. The Grantee, for itself, its successors and assigns covenants that it shall not perform or allow any excavation on the Property without providing a prior briefing to site workers regarding potential concerns in the fuel contamination source area, and if contaminated soils are encountered. The Grantee shall be responsible to notify ADEC following the notification procedures outlined in 18 AAC 75.300. Contaminated soils requiring removal shall be segregated and stored so as to prevent the spread of contamination. Analytical samples of the excavated soil shall be collected and compared to the cleanup levels established in 18 AAC 75.341 Tables B1 and B2. If contaminant concentrations exceed these values, impacted soils shall be stored and disposed of in accordance with 18 AAC 75.370. ADEC may require additional excavation and soil treatment or disposal as necessary to protect human health.

(3) Vapor Intrusion Restriction. Prior to constructing any new building on the Property, the Grantee, or its successors or assigns shall provide ADEC with design drawings of any such building. The Grantee, for itself, its successors and assigns covenants that it will comply, at its own expense, with any vapor intrusion mitigation measures ADEC may require for enclosed structures. Typical vapor intrusion measures include use of an impermeable liner under the building foundation, inclusion of an impermeable layer beneath the building, and use of a vapor venting system to extract vapors as they accumulate. Alternately, construction with an air gap between the bottom floor and the ground surface can be used to mitigate vapor intrusion risk.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional remedial action as would be necessary to allow for otherwise restricted uses of the Property. Prior to any such use of the Property, the Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal environmental regulators, or the local authorities. Upon the Grantee's obtaining the necessary approvals, the Grantor agrees to prepare and execute an appropriate instrument suitable for recordation in the land records. Such recordation shall be the responsibility of the Grantee and accomplished at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modify the above land use restrictions to the Grantor and the Alaska Department of Environmental Conservation (ADEC), by first class mail, postage prepaid, addressed as follows:



Grantor:

Department of the Army
Alaska District, U.S. Army Corps of Engineers
ATTN: Real Estate Division (CEPOA-RE)
P.O. Box 6898
Joint Base Elmendorf-Richardson, AK 99506-0898

ADEC:

Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program
Attention: Institutional Controls Unit
P.O. Box 111800
Juneau, AK 99811-1800

8. NAVIGABLE AIRSPACE COVENANT

The Whittier Airport is in close proximity to the Property. The Grantee covenants and agrees, on behalf of itself, its successors and assigns, that it shall comply with Title 14, Code of Federal Regulations, Part 77, entitled "Safe, Efficient, and Preservation of the Navigable Airspace," and shall provide such notice to the Administrator of the Federal Aviation Administration and obtain such determination of no hazard to air navigation as may be required by said regulations in connection with any construction on, or alteration of, the Property.

9. ANTI-DEFICIENCY ACT

The GRANTOR's obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

10. NO WAIVER

The failure of the Grantor to insist in any one or more instances upon timely or complete performance of any obligation of the Grantee or its successors or assigns required by the covenants, conditions, or restrictions set forth in this deed shall not be construed as a waiver or a relinquishment of the Grantor's right to future performance of any such obligation of the Grantee or its successors or its assigns required by the said covenants, conditions, and restrictions and all such obligations of the Grantee, its successors and assigns shall continue in full force and effect.

*****SIGNATURE PAGE FOLLOWS*****



IN WITNESS WHEREOF, the GRANTOR has caused this quitclaim deed to be executed in its name by the Interim Director of Real Estate, Headquarters, United States Army Corps of Engineers, this the 26th day of July, 2022.

UNITED STATES OF AMERICA

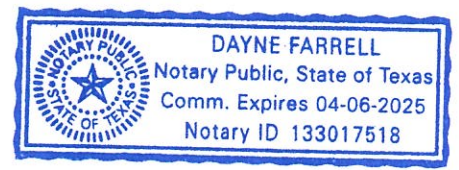
By: Paula S. Johnson-Muic
PAULA S. JOHNSON-MUIC
Interim Director of Real Estate
Headquarters, United States Army Corps of Engineers

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF

I, Dayne Farrell, a Notary Public in and for the State of Texas, do hereby certify that this 20th day of July, 2022, Paula S. Johnson-Muic, Interim Director of Real Estate, Headquarters, United States Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

Dayne Farrell
Notary Public

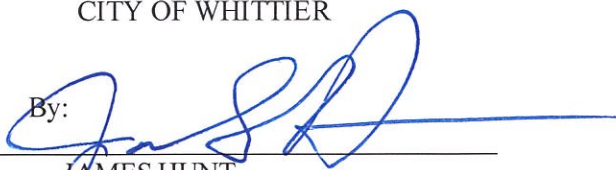


My commission expires the 6th day of April, 2025.

ACCEPTANCE BY GRANTEE

The Grantee hereby accepts this quitclaim deed subject to all of the covenants, conditions, restrictions and reservations contained herein, this 12th day of July, 2022.


CITY OF WHITTIER

By: 
JAMES HUNT
City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

I, the undersigned, a Notary Public in and for the State of Alaska, County of Whittier Recording District, do hereby certify that this day personally appeared before me James Hunt, whose name is signed to the foregoing instrument and who acknowledged the same to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the City of Whittier.

JACKIE C. WILDE
Notary Public
State of Alaska
My Commission Expires Aug 12, 2022


Notary Public

My Commission Expires: Aug 12, 2022

CERTIFICATE OF AUTHORITY

I, Jackie C. Wilde, certify that I am the Acting City Clerk of the City of Whittier, Alaska, and that James Hunt, who signed the foregoing instrument on behalf of the Grantee, was then the City Manager of the City of Whittier, Alaska. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

Date: July 12, 2022

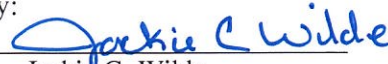
By: 
Jackie C. Wilde
Acting City Clerk



EXHIBIT B

**Notification of Petroleum Product Storage, Release, and/or Disposal,
Defense Fuel Support Point-Whittier (DFSP-W), Tract F, aka Whittier Tank Farm,
Whittier, AK**

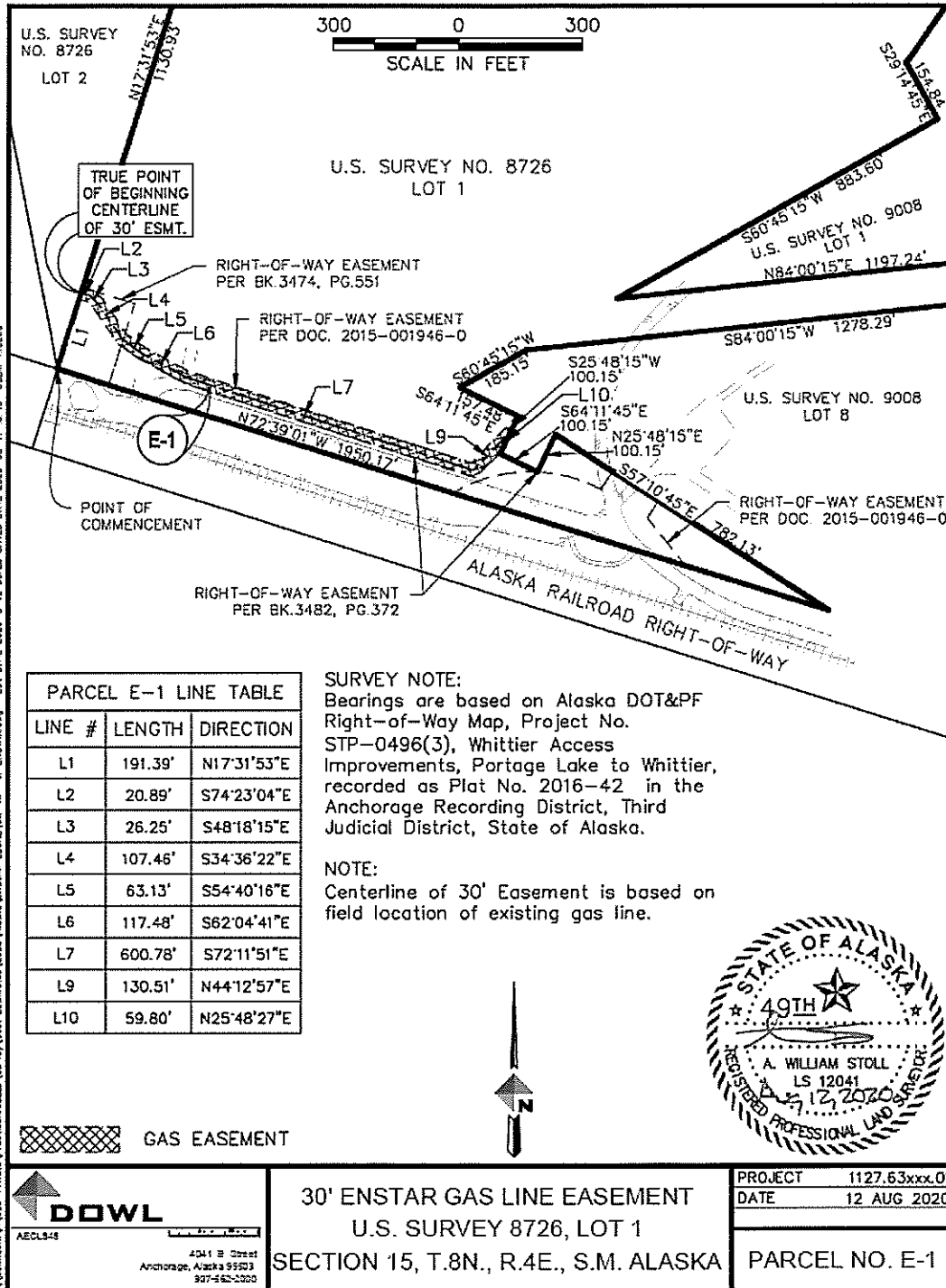
Location	Name of Petroleum Product	Type and Date of Storage/Disposal/Release	Remedial Action
	Diesel fuel, leaded and unleaded gasoline, aviation gasoline, JP-4, JP-5 and arctic grade diesel fuel	1949-1996 Bulk fuel storage and distribution facility	*
Tank 807	Unknown.	3/24/1964. Fuel spill, unknown volume. Due to seismic shock during earthquake.	*
Pump Building	Unknown.	Late 1960s. Fuel spill, unknown volume. Due to failed gasket.	*
Tank 807	JP-4	5/2/1983. Release of 300 gallons. Due to failed valve.	*
Tank 801	Arctic grade diesel fuel	8/27/1987. Release of 200 gallons. Due to failed gasket.	*
Tank 820	Arctic grade diesel fuel	9/9/1987. Release of 2,100 gallons. Due to failed gasket.	*
Tank 808	JP-4	7/3/1989. Release of 50 gallons. Due to failed gasket.	*
Tank 805	JP-4	8/10/1989. Release of 50 gallons. Due to failed gasket.	*
Tank 810	JP-5	4/30/1991. Unknown volume. Due to failed gasket.	*
Pipeline near southeast corner of Tank Farm	Mogas unleaded medium grade (MUM)	11/15/1991. Approximately 1,218 gallons. Pipeline penetrated during drilling to install monitoring well.	*
DFSP facility	Petroleum contamination discovered.	11/26/1991. Discovery of soil and groundwater contamination. Floating product detected in two wells at 3' to 11' in thickness.	*Additional monitoring wells and interception trench to define extent of contamination. Possible source is the 2 mile by 12" diameter gasoline pipeline from the marine header. As a



			precaution the line is being purged of product. Capacity is 73,000 gallons. Long term remediation.
Tank 813	JP-5 or JP-8	2/22/1995. 113,000 gallons. Due to a ruptured pressure relief line caused by an icefall. Discharge of approximately 2,700 barrels of fuel to the secondary containment area.	*85,000 gallons recovered and transferred to storage tank #808. Remaining 28,000 gallons were trapped in snow and ice. Remediation plan to melt and gather liquid product, separate, treat and dispose. By 5/18/1995, all recoverable fuel had been accounted for. See ADEC Contaminated Site Summary (EBS, Appendix E) for additional details.
<p>*The Institutional Controls Plan, identified in the Defense Fuels Support Point-Whittier, Alaska, dated August 2013 and the Decision Document, dated November 2015 identified control plans and long term monitoring to mitigate the release cause by the storage and operation of the fuel tank farm. The Defense Logistics Agency is continuing Environmental remediation on the site as required by State Regulation. See Enclosure 2 for additional information.</p>			



EXHIBIT C



PARCEL E-1 LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	191.39'	N17°31'53"E
L2	20.89'	S74°23'04"E
L3	26.25'	S48°18'15"E
L4	107.46'	S34°36'22"E
L5	63.13'	S54°40'16"E
L6	117.48'	S62°04'41"E
L7	600.78'	S72°11'51"E
L9	130.51'	N44°12'57"E
L10	59.80'	N25°48'27"E

SURVEY NOTE:
Bearings are based on Alaska DOT&PF Right-of-Way Map, Project No. STP-0496(3), Whittier Access Improvements, Portage Lake to Whittier, recorded as Plat No. 2016-42 in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOTE:
Centerline of 30' Easement is based on field location of existing gas line.

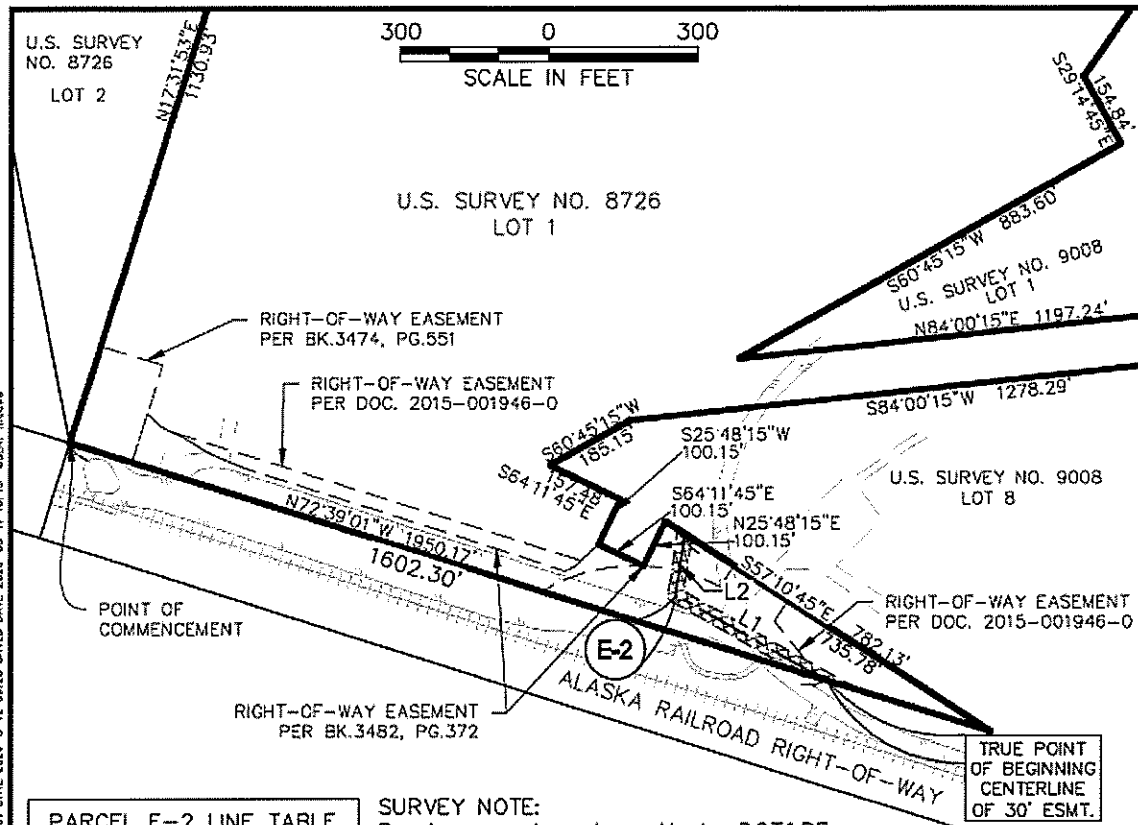
GAS EASEMENT

DOWL
AECL848
4041 E Street
Anchorage, Alaska 99503
907-562-2000

30' ENSTAR GAS LINE EASEMENT
U.S. SURVEY 8726, LOT 1
SECTION 15, T.8N., R.4E., S.M. ALASKA

PROJECT 1127.63xxx.01
DATE 12 AUG 2020
PARCEL NO. E-1





PARCEL E-2 LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	348.57'	N60°39'45"W
L2	125.52'	N8°03'03"E

SURVEY NOTE:
Bearings are based on Alaska DOT&PF Right-of-Way Map, Project No. STP-0496(3), Whittier Access Improvements, Portage Lake to Whittier, recorded as Plat No. 2016-42 in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOTE:
Centerline of 30' Easement is based on field location of existing gas line.



GAS EASEMENT

DOWL
AECL548
4041 B Street
Anchorage, Alaska 99503
907-662-0200

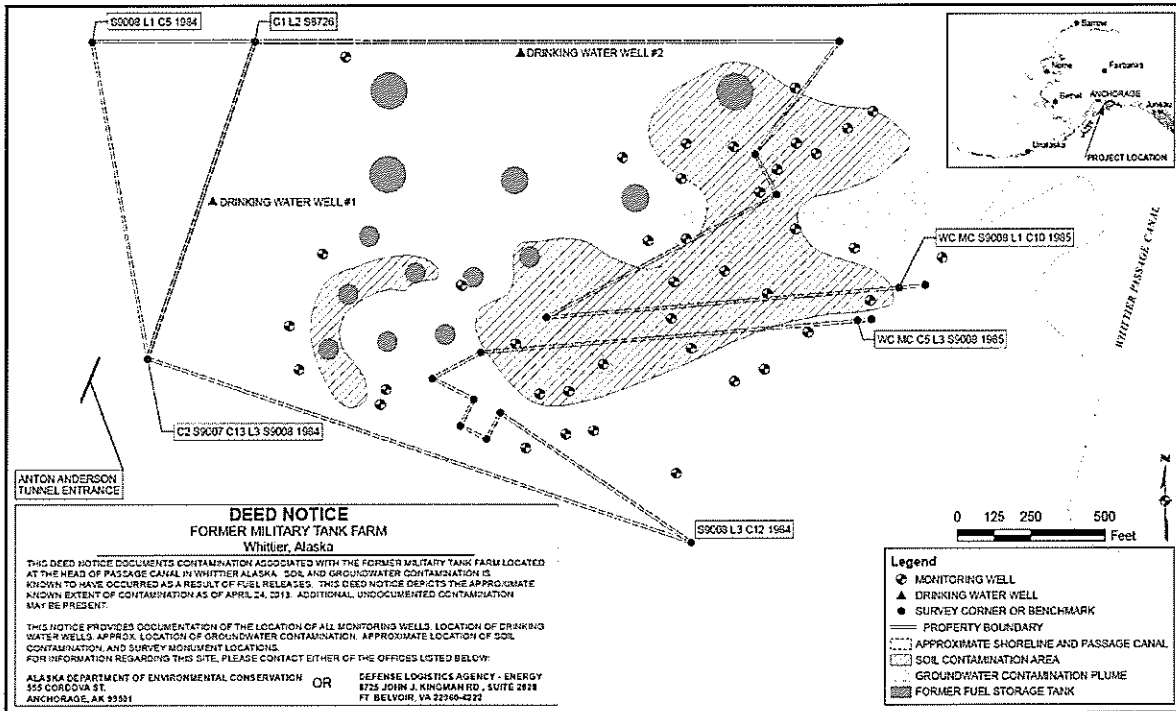
30' ENSTAR GAS LINE EASEMENT
U.S. SURVEY 8726, LOT 1
SECTION 15, T.8N., R.4E., S.M. ALASKA

PROJECT	1127.63xxx.01
DATE	12 AUG 2020
PARCEL NO. E-2	

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EXHIBIT D



**QUITCLAIM DEED
ANCHORAGE-WHITTIER POL PIPELINE
(AKA: DEFENSE FUEL SUPPORT POINT-WHITTIER)
WHITTIER, ALASKA
TRACT NO. F**

Indexing:

Parties:

City of Whittier
United States Army Corps of Engineers

Legal Description:

U.S. Survey 8726, Lots 1 & 2
Township 8 North, Range 4 East, Seward Meridian

Return to:

Department of the Army
Alaska District, U.S. Army Corps of Engineers
ATTN: Brinda Hazard
P.O. Box 6898
Joint Base Elmendorf-Richardson, AK 99506-0898

