



2003-004183-0

Recording Dist: 102 - Ketchikan
7/22/2003 11:49 AM Pages: 1 of 5

A
L
A
S
K
A



cc

QUITCLAIM DEED

THIS INDENTURE, made this 11 day of July, 2003,
between **Ketchikan Pulp Company**, a Washington corporation, Post
Office Box 6600, Ketchikan, Alaska 99901, a Washington
corporation ("Grantor"), and the **Ketchikan Gateway Borough**, a
municipal corporation formed under the laws of the State of
Alaska, 344 Front Street, Ketchikan, Alaska 99901 ("Grantee"),

WITNESSETH:

All real property referred to in this Quitclaim Deed is
located, and all documents referred to as recorded are so
recorded, in the **Ketchikan Recording District**, First Judicial
District, State of Alaska.

Grantor, as a charitable donation, does by these presents
quitclaim and convey unto Grantee all right, title and interest
which Grantor has in and to the following described real
property:

Lot One (1), Tract 3004, Dawson Point Subdivision,
according to the plat filed November 28, 2000 as Plat
2000-73.

Reserving and excepting, however, unto Grantor, in perpetuity, all right, title, equity and interest in that certain easement between Tract 3004, Lot Two (2), Dawson Point Subdivision, according to the Plat filed November 28, 2000 as Plat 2000-73, and Alaska Tidelands Survey No. 1, Exhibit "C-2," as set forth in the Easement For Lot 1, Tract 3004 ("New Outfall Easement"), by and between Grantor and Grantee of even date, incorporated herein by reference as though full set forth.

Further reserving and excepting unto the Grantor a perpetual access easement between the public right of way of North Tongass Highway and Tract 3004, Lot Two (2), Dawson Point Subdivision, according to the plat filed November 28, 2000 as Plat 2000-73.

Further subject to the following terms and conditions:

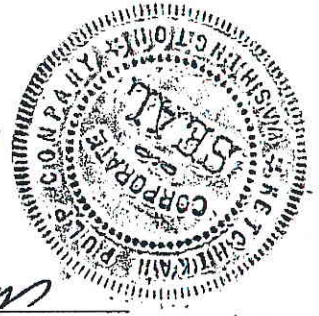
1. The future use of Lot 1, Tract 3004, shall be limited to commercial activities of an industrial nature which are compatible with operation in close proximity to an industrial landfill; and
2. Grantee, together with its heirs, successors and assigns, shall take all reasonable measures to protect against any interference with the landfill located on Lot 2, Tract 3004, including appropriate terracing of any rock extraction necessary to preserve the subjacent support.

TO HAVE AND TO HOLD the same, unto Grantee, and to its successors and assigns, forever.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name, by its duly authorized officer, and its corporate seal to be hereunto affixed, the day and year first above written.

KETCHIKAN PULP COMPANY



ATTEST:

Douglas P. Anderson
Douglas P. Anderson
Assistant Secretary

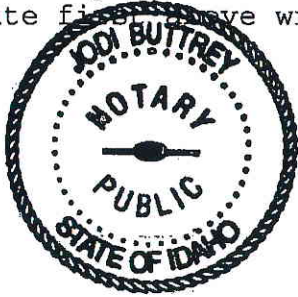
By Chris Paulson
Chris Paulson
President

STATE OF IDAHO)
: SS.
COUNTY OF KOOTENAI)

THIS IS TO CERTIFY that on this 11th day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared **Chris Paulson** and **Douglas P. Anderson**, to me known to be the President and Assistant Secretary, respectively, of Ketchikan Pulp Company, the corporation which executed the above and foregoing instrument; and who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof; and who acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.



WITNESS my hand and official seal the day and year in this certificate first above written.



Jodi Buttrely
Notary Public in and for Idaho
My Commission expires: 4/19/08

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Ketchikan Gateway Borough ("Borough") hereby acknowledges and accepts the conveyance from Ketchikan Pulp Company ("KPC"), set forth in the within and foregoing Quitclaim Deed, of KPC's right, title and interest in and to Lot One (1) Tract 3004, Dawson Point Subdivision, which conveyance and acceptance is subject to (1) the reservations, exception and limiting conditions stated therein; and (2) the terms and conditions of the Agreement by and between the Borough and KPC dated July 14th, 2003 ("Agreement").

Dated this 14th day of July, 2003.

KETCHIKAN GATEWAY BOROUGH

ATTEST:

Harriet Edwards
Harriet Edwards
Clerk

By Roy A. Eckert
Roy A. Eckert
Manager



STATE OF ALASKA)
First Judicial District) : ss.

THIS IS TO CERTIFY that on this 14th day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Roy A. Eckert** and **Harriet Edwards**, to me known to be the Manager and the Clerk, respectively, of the Ketchikan Gateway Borough, a second class borough, the entity which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Cindy M. Montgomery
Notary Public in and for Alaska
Commission expires: 5/7/07

WHEN RECORDED, RETURN TO:

Borough Attorney
Ketchikan Gateway Borough
344 Front Street
Ketchikan, Alaska 99901

