

**RESOLUTION 15-04 OF THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
REGARDING OLD HARBOR CONSERVATION EASEMENT HYDROELECTRIC PROJECT**

We, the undersigned, duly authorized members of the *Exxon Valdez* Oil Spill Trustee Council (Council) do hereby certify that, in accordance with the Memorandum of Agreement and Consent Decree entered as settlement of *United States of America v. State of Alaska* No. A91-081 Civil, U.S. District Court for the District of Alaska, and after public meetings, find as follows:

1. By Resolutions dated November 2, 1994 and March 31, 1995, the Council authorized the expenditure of *Exxon Valdez* oil spill settlement funds for the purchase of lands from the Old Harbor Native Corporation (OHNC) of lands on Kodiak Island in fee simple by the United States and a conservation easement on additional lands by the United States Fish and Wildlife Service (USFWS) and the State of Alaska (State). The terms of the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands Between Old Harbor Native Corporation and the United States of America (Agreement) and the conservation easements generally prevent development of the subject lands.

2. In Resolution 01-11 dated May 3, 2001, the Council approved an amendment to the conservation easement¹ conveyed by OHNC to the State to permit the construction, operation and maintenance of a Hydroelectric Project as approved by the Federal Energy Regulatory Commission (FERC) as long as terms and conditions identified in Resolution 01-11 were met. Resolution 01-11 is hereby incorporated by reference, and a copy of Resolution 01-11 is attached to this Resolution (Attachment A).

3. Pursuant to Resolution 01-11, an Amendment to the Agreement was executed in 2001 to allow for the construction, maintenance and operation of the Hydroelectric Project by excluding certain specified lands from some aspects of the Restrictive Covenants and the State Conservation Easement. A copy of the Amendment is attached to this Resolution as Attachment B.

^{1/} Resolution 01-11 provides that the Council supports amendment of the conservation easement. As noted in Section 3, construction of the Hydroelectric Project required amendment of the Agreement.

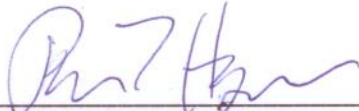
4. In Resolution 11-08 dated April 19, 2011, the Council authorized a revision to the 2001 Amendment to permit construction of the Hydroelectric Project in the altered location and authorized execution of the appropriate documents to effectuate that purpose. This support was conditioned upon the following: 1) a finding by the Commissioner of the Department of Natural Resources that a revision to the Amendment is in the best interests of the State, and the Commissioner of the Alaska Department of Fish and Game must concur in the determination; 2) a request by Alaska Village Electric Cooperative that the State of Alaska, the federal government and OHNC make the changes necessary to the Amendment to allow for construction of the Hydroelectric Project and mapping of the precise location of the new proposed Hydroelectric Project; 3) issuance of a FERC license for the Hydroelectric Project; 4) approval of the United States Department of the Interior's Office of the Solicitor, United States Fish and Wildlife Service, Alaska Department of Law, and Alaska Departments of Natural Resources and Fish and Game; 5) completion of all required environmental studies; 6) securing any and all required permits and approvals by relevant local, state and federal entities for the entirety of the project; and 7) satisfaction of any other requirements identified by the Office of the Solicitor and the Alaska Department of Law. A copy of Resolution 11-08 is attached to this Resolution as Exhibit C.

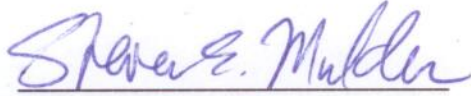
5. As noted in Section 1, above, conservation easements were granted on the subject lands by OHNC to the State and USFWS. The Council's earlier Resolutions 01-11 and 11-08 authorized the amendment and revision of the conservation easement conveyed by OHNC to the State, but did not address the conservation easement granted to USFWS. To correct this oversight, the Council hereby approves an amendment to the conservation easement conveyed by OHNC to the USFWS on the subject lands to mirror the amendment and revision approved by the Council in Resolutions 01-11 and 11-08.

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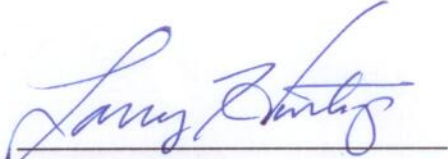
Approved by the Council at its meeting of November 12, 2015, held in Anchorage, Alaska, as affirmed by our signatures affixed below:


FOR 
SAM COTTEN
Commissioner
Alaska Department of Fish and Game

FOR 
JAMES BALSIGER
Administrator, Alaska Region
National Marine Fisheries

FOR 
CRAIG W. RICHARDS
Attorney General
Alaska Department of Law


TERRI MARCERON
Forest Supervisor
Chugach National Forest
U.S. Department of Agriculture


LARRY HARTIG
Commissioner
Alaska Department of Environmental
Conservation


MICHAEL JOHNSON
Senior Advisor to the Secretary for
Alaska Affairs
Office of the Secretary
U.S. Department of the Interior

Attachment:

Resolution 11-08 of the Exxon Valdez Oil Spill Trustee Council Regarding Old Harbor Conservation Easement Hydroelectric Project, including its attachments: Attachment A – Resolution 01-11 Regarding Old Harbor Conservation Easement Hydroelectric Project; Attachment B – Amendment to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands between Old Harbor Native Corporation and the United State of America

**RESOLUTION OF THE
EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
REGARDING OLD HARBOR CONSERVATION EASEMENT HYDROELECTRIC
PROJECT**

We, the undersigned, duly authorized members of the *Exxon Valdez* Oil Spill Trustee Council ("Council"), after extensive review and after consideration of the views of the public, find as follows:

1. By Resolutions dated November 2, 1994 and March 31, 1995 the Council authorized the expenditure of *Exxon Valdez* oil spill settlement funds for the purchase of lands in fee simple by the United States and a conservation easement on additional lands by the United States and the State of Alaska ("State") on Kodiak Island from the Old Harbor Native Corporation ("OHNC").

2. Pursuant to those Resolutions OHNC, via two separate transactions, conveyed fee simple title to certain lands to the United States, acting through the Fish and Wildlife Service ("Service"), and conservation easements on the same lands to the State. OHNC also conveyed a separate conservation easement to the Service and the State on other lands. The conservation easements generally prevent development of the lands.

3. The Alaska Village Electric Cooperative, Inc. ("AVEC") has proposed to construct a hydroelectric project (the "Project") to provide power to the residents of the village of Old Harbor, Alaska, which project would be located on the lands acquired in fee simple by the Service. The Project would violate the terms and conditions of one of the conservation easements held by the State.

4. The Project would also take water from a stream upstream from where the stream crosses land that is subject to the conservation easement conveyed to the State and the United States.

As approved by the Federal Energy Regulatory Commission ("FERC"), the Project does not violate the terms and conditions of that conservation easement.

5. The Project has been subjected to extensive public, governmental agency, and environmental review as required by the National Environmental Policy Act, and a copy of the final Environmental Assessment ("EA") is attached to this Resolution (Attachment A). The EA concludes that, because of the small area affected and the abundance of undisturbed similar habitat within the surrounding refuge, vegetation and habitat impacts are considered to be minor. Impacts on salmon and wildlife are also considered to be minimal.

6. The Project was also subject to public, governmental agency, and environmental review as required by the FERC licensing process. A copy of the FERC license is attached to this Resolution (Attachment B). It concludes that the Project will not interfere with or be inconsistent with the purposes for which the Kodiak National Wildlife Refuge was created. It also requires that AVEC prepare and implement the following plans: erosion and sediment control plan, channel geomorphology and habitat monitoring plan, plan to monitor water temperature, adult and juvenile fisheries monitoring plans, hazardous spill prevention and minimization plan, and a bear safety plan. In addition the FERC license restricts the dates for instream construction, requires that the Project operate as run-of-river with a maximum diversion of 13.2 cubic feet per second with a constant discharge regardless of power demand, provide flow continuation, require ramping rates, and comply with restrictions on scheduled maintenance.

7. The Project has been reviewed by the Service, Fish and Game, and the National Marine Fisheries Service of the United States Department of Commerce ("NMFS") as part of NEPA compliance and the FERC licensing process. Although not required by the FERC license, AVEC has

also agreed to fund a Trust with \$25,000 for future environmental mitigation for the Project. The Trust will be administered jointly by AVEC, the Service, Fish and Game, and NMFS.

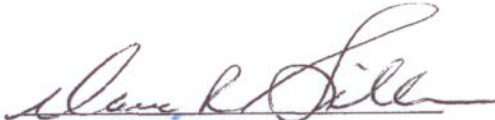
8. The Project also has the benefit of reducing the dependence upon and consumption of fuel by the village of Old Harbor for production of electricity, which will reduce air pollution and the likelihood of fuel spills.


9. Because the Project would violate the provisions of one of the conservation easements held by the State, OHNC and AVEC have asked the State to amend the terms and conditions of that conservation easement to the extent necessary to construct, operate, and maintain the Project on the proposed site as shown on the attached map and in accordance with the FERC application. The State can amend the conservation easement only upon a finding by the Commissioner of the Department of Natural Resources that the amendment is in the best interests of the State, and the Commissioner of the Alaska Department of Fish and Game must concur in the determination. Because the conservation easement in question was acquired with funds provided by the Council, the State has inquired as to whether the Council supports amending the easement solely to the extent necessary to permit the construction, operation, and maintenance of the Project.


10. The Project may cause water temperature changes that would require that a pond be constructed at some future date to allow the water discharge temperatures to equalize. The pond would be constructed outside the footprint for the Project shown on the attached map. The amendment to the State's conservation easement would require that the size and location of the pond be approved by Fish and Game.


THEREFORE, be it resolved that we support an amendment to the conservation easement conveyed by OHNC to the State of Alaska solely to permit the construction, operation, and maintenance of the Project as licensed by FERC, so long as the Project is constructed in accordance with the terms and conditions of the FERC license at the location on the attached map (Attachment C), except that if a pond is necessary to equalize water temperatures, the location and size of the pond must be approved by Fish and Game.


Approved by the Council at its meeting of May 3, 2001 held in Juneau and Anchorage,
Alaska, as affirmed by our signatures affixed below:



DAVE GIBBONS
Supervisor, Chugach National Forest
USDA Forest Service


CRAIG TILLERY
Assistant Attorney General
State of Alaska


DAVID B. ALLEN
Alaska Regional Director,
U.S. Fish and Wildlife Service
U.S. Department of the Interior


JAMES BALSIGER
Director, Alaska Region
National Marine Fisheries Service


FRANK RUE
Commissioner
Alaska Department of
Fish and Game


MICHELE BROWN
Commissioner
Alaska Department of
Environmental Conservation

Attachments: Final Environmental Assessment dated June 26, 2000 (Attachment A)
FERC license dated December 12, 2001 (Attachment B)
Site map (Attachment C)

**AMENDMENT TO THE AGREEMENT FOR
THE SALE, PURCHASE AND DONATION OF
LANDS AND INTERESTS IN LANDS
BETWEEN OLD HARBOR NATIVE CORPORATION
AND THE UNITED STATES OF AMERICA**

This Amendment ("Amendment") to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands Between Old Harbor Native Corporation and the United States of America, dated May 23, 1995, and recorded in Book 0137, at pages 147-212, Kodiak Recording District, Alaska ("Agreement") is made and entered into by and between Old Harbor Native Corporation ("OHNC") and the United States of America ("United States").

W I T N E S S E T H:

WHEREAS, the Agreement provides for the purchase by the United States of certain lands owned by OHNC, some of which are located within the boundaries of the Kodiak National Wildlife Refuge ("KNWR") (the "Acquired Lands");

WHEREAS, funds used for the purchase of the Acquired Lands were provided by the *Exxon Valdez* Oil Spill Trustee Council ("Trustee Council") as part of the Trustee Council's program for restoration of the natural resources and services that were injured by the *Exxon Valdez* Oil Spill;

WHEREAS, pursuant to the restoration and conservation goals and objectives of the Trustee Council, covenants restricting the development of the Acquired Lands were placed in the Agreement and conveyances made pursuant to the Agreement, prohibiting the construction of buildings, any alteration to the topography in any manner, destruction of plants or trees, or manipulation or alteration of natural watercourses and marshes ("Restrictive Covenants");

WHEREAS, the Alaska Village Electric Cooperative, Inc. ("AVEC") has proposed the construction of an Old Harbor Hydroelectric Project ("Hydroelectric Project"), to provide hydroelectric power to the residents of the village of Old Harbor, Alaska;

WHEREAS, most of the facilities and activities of the Hydroelectric Project would be located on Acquired Lands in the KNWR that are subject to the Restrictive Covenants, and, absent a waiver or release, would violate the Restrictive Covenants;

WHEREAS, OHNC and the United States recognize the need to amend the Agreement to allow the use of a portion of the Acquired Lands (the "Project Lands") for the Hydroelectric Project;

WHEREAS, the parties agree that use of the Project Lands for the Hydroelectric Project is consistent with the intent of the parties to the Agreement and is compatible with the restoration and conservation purposes of the Agreement and the conveyances made pursuant to that Agreement;

WHEREAS, OHNC agrees to release its reversionary rights and its right to enforce Restrictive Covenants on the Project Lands to the extent such lands are used or are reasonably needed for the construction, maintenance and operation of the Hydroelectric Project;

WHEREAS, Section 21.e of the Agreement provides that the Agreement may be amended by a written amendment signed by all parties;

WHEREAS, the State of Alaska has verified its agreement with this Amendment by executing the Concurrence below and has agreed to execute a Release of Right to Enforce Restrictive Covenants in the form of document attached as Exhibit I;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged and confessed, OHNC and the United States agree as follows:

1. Sections 4.c, 5.a-d and 7 of the Agreement are amended so that Sections 5.a-d, 7, and so much of Section 4.c as relates to the Restrictive Covenant and State Conservation Easement, do not apply to the Project Lands, more particularly described as follows:

That portion of Section 7; Section 18; and Section 19, excluding U.S. Survey 4793, in Township 34 South, Range 25 West, Seward Meridian, Alaska, as shown on the map attached as Exhibit II, and incorporated herein by reference,

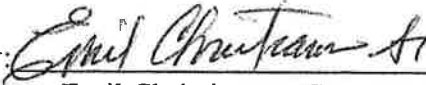
to the extent such lands are used or are reasonably needed for the construction, maintenance and operation of the Hydroelectric Project.

2. OHNC will execute Releases of Reversionary Rights and Right to Enforce Restrictive Covenants, in the form of documents attached as Exhibits III and IV.
3. This Amendment shall be effective on the last date signed below.
4. Except as amended herein, all provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates herein written.


OLD HARBOR NATIVE CORPORATION

Date: 7/26/01

By: 
 Emil Christiansen, Sr.
 President

UNITED STATES OF AMERICA

Date: 9 Aug 2001

By: 
 David H. Allen
 Regional Director, Region 7
 U.S. Fish and Wildlife Service

STATE OF ALASKA)
) ss:
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 26th day of July, 2001, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared EMIL CHRISTIANSEN, SR., President of Old Harbor Native Corporation, to me known and known to be the person he represented himself to be, and the same person who

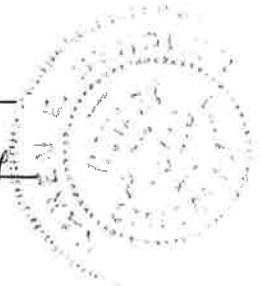
executed the above and foregoing document on behalf of Old Harbor Native Corporation, and who acknowledged to me that he signed the same as President of Old Harbor Native Corporation, in the name of and for and on behalf of said Corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

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

Karen E. Bandler

Notary Public in and for Alaska

My commission expires: 9-15-04



STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9th day of August, 2001, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DAVID B. ALLEN, to me known and known to be the Regional Director, Region 7, United States Fish and Wildlife Service, and he acknowledged to me that he signed the foregoing document in the name of and for and on behalf of the United States of America, freely and voluntarily and with authority to do so.

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

Christine A. Millman

Notary Public in and for Alaska

My commission expires: 7/12/2003



CONCURRENCE

The State of Alaska concurs in the above Amendment.

STATE OF ALASKA

Date: 8/21/01

By: *Donna R. Ruffalo*

Title: Deputy Commissioner *DR*

STATE OF ALASKA)
) ss:
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21 day of August, 2001, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared *Marty Rutherford* to me known and known to be the Deputy Commissioner, and s/he acknowledged to me that s/he signed the foregoing document in the name of and for and on behalf of the State of Alaska, freely and voluntarily and with authority to do so.

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

Letitia Renteria
 Notary Public in and for Alaska
 My commission expires: 6/21/2005

UPON RECORDATION RETURN TO:
 U.S. Department of Interior
 Fish and Wildlife Service
 Division of Realty
 1011 E. Tudor Road
 Anchorage, Alaska 99508

LOCATION INDEX:
 Seward Meridian
 T. 34 S., R. 25 W.
 Sec(s). 7, 18 and 19



OFFICIAL STATE BUSINESS, NO CHARGE
 3765\61d003.wpd

RELEASE OF RIGHT TO ENFORCE RESTRICTIVE COVENANTS

The State of Alaska, Department of Natural Resources, 550 West 7th Avenue, Suite 1050A, Anchorage, Alaska 99501, pursuant to (i) the Finding and Decision of the Commissioner of the Department of Natural Resources, dated July 11, 2001, effective August 1, 2001; (ii) the Resolution of the Exxon Valdez Oil Spill of March 24, 1989 Trustee Council, dated May 3, 2001; and (iii) the Amendment to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands Between Old Harbor Native Corporation and the United States of America, executed August 21, 2001, hereby releases the right to enforce restrictive covenants reserved in the Conservation Easement from Old Harbor Native Corporation to the State of Alaska, dated September 27, 1995, and recorded in Book 0139, at pages 084-090, Kodiak Recording District, Alaska, as it applies to the following-described lands:

That portion of Section 7; Section 18; and Section 19, excluding U.S. Survey 4793, in Township 34 South, Range 25 West, Seward Meridian, Alaska, as shown on the nine page map attached hereto and incorporated by reference,

to the extent such lands are used or are reasonably needed for the construction, maintenance and operation of that certain Hydroelectric Project described in the Amendment referenced above.

Except as provided above, the State of Alaska does not release or waive any other right to enforce restrictive covenants granted to the State of Alaska in the Conservation Easement referenced above.

IN WITNESS WHEREOF, the authorized official of the State of Alaska sets his/her hand this 21st day of August, 2001.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By: 
Marty K. Rutherford
Deputy Commissioner

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21st day of Aug 2001, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marty K. Rutherford, Deputy Commissioner, Department of Natural Resources, State of Alaska, to me known and known to be the person she represented herself to be, and who acknowledged to me that she signed the foregoing document, and did so freely, voluntarily and with authority to do so.

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



Letitia Renteria
Notary Public in and for Alaska
My commission expires: 6/21/2005

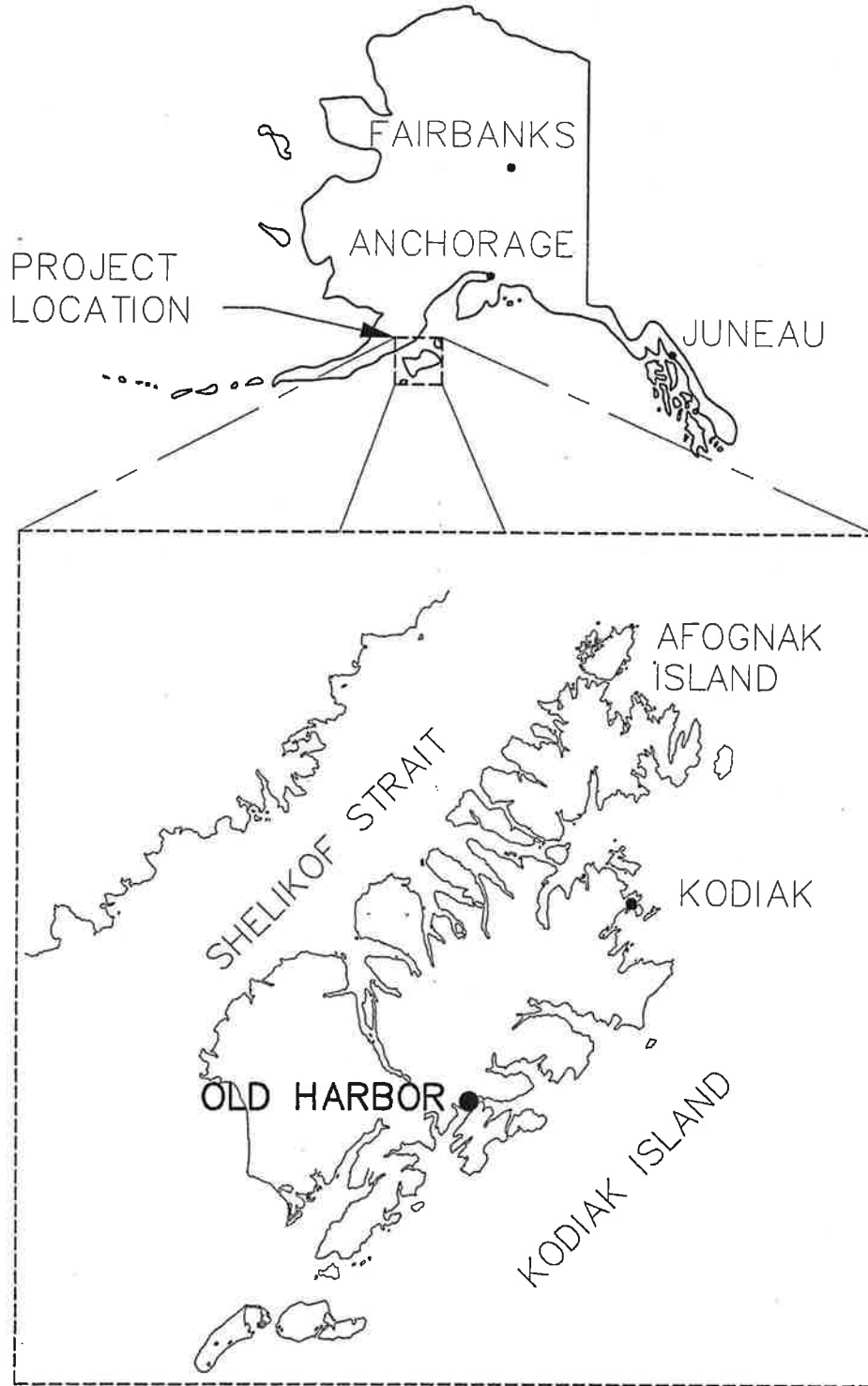
UPON RECORDATION RETURN TO:

Alex Swiderski, Esq.
State of Alaska
Department of Law
Attorney General's Office
1031 W. 4th Avenue, Suite 200
Anchorage, AK 99501-1994

LOCATION INDEX:

Seward Meridian
T. 34 S., R. 25 W.
Sections 7, 18, and 19

OFFICIAL STATE BUSINESS, NO CHARGE



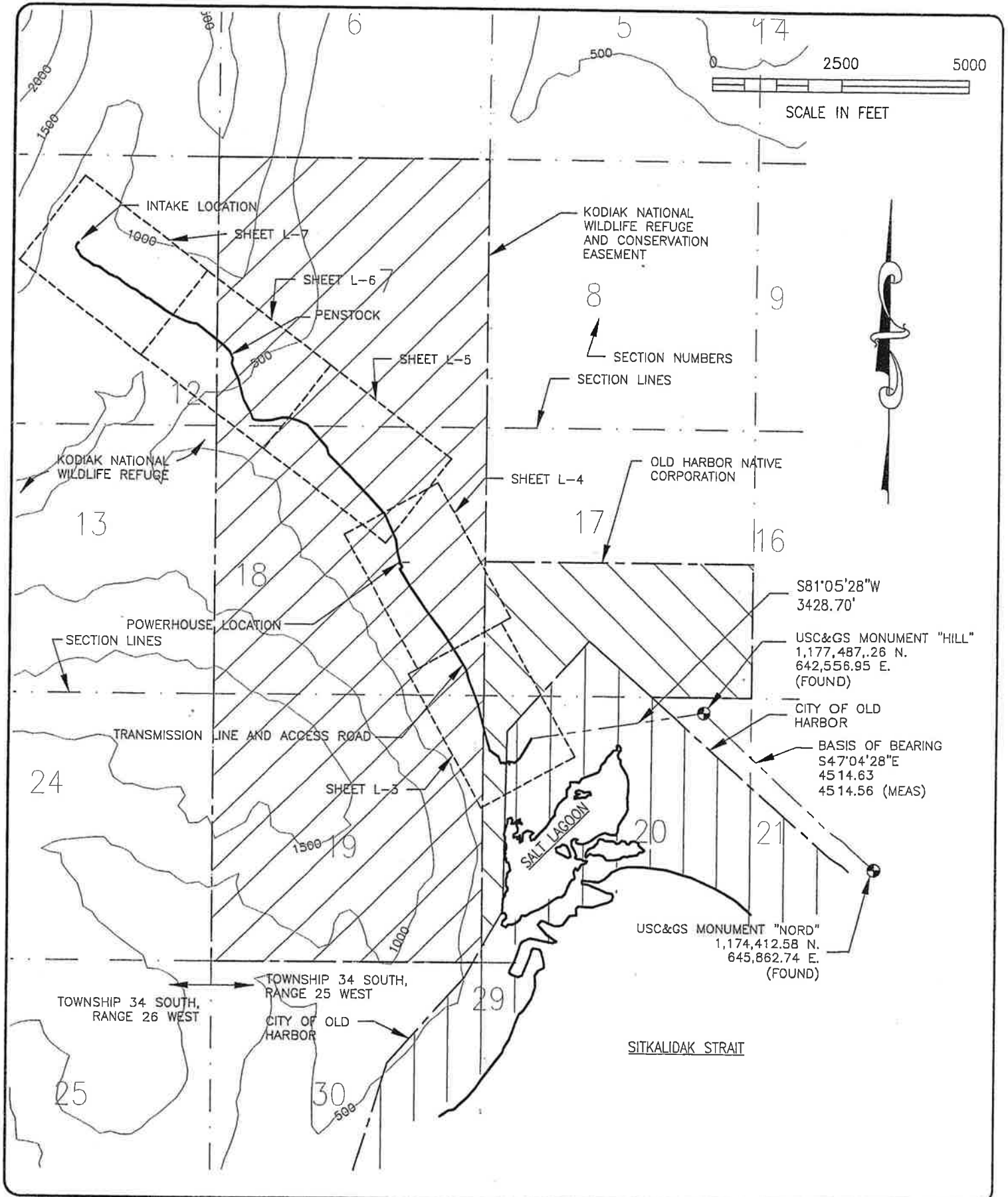
DATE: 3/24/00
DESIGNED: DH
DRAWN: DH
CHECKED:
SCALE: AS NOTED
FILE: HOLDHMC1-3

PROJECT
ALASKA VILLAGE ELECTRIC COOPERATIVE INC. - OLD HARBOR HYDROELECTRIC PROJECT

polarconsult alaska, inc.
ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN
1503 WEST 33RD AVE, SUITE 310 PHONE (907) 258-2420
ANCHORAGE, ALASKA 99503 FAX (907) 258-2418

DRAWING
PROPOSED EASEMENT DRAWINGS
VICINITY MAP

SHEET
L-1
OF 9



DATE: 3/24/00
 DESIGNED: DH
 DRAWN: DH
 CHECKED:
 SCALE: AS NOTED
 FILE: HOLDHMC1-3

PROJECT

ALASKA VILLAGE ELECTRIC COOPERATIVE INC. - OLD HARBOR HYDROELECTRIC PROJECT

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 ANCHORAGE, ALASKA 99503 FAX (907) 258-2419

SHEET

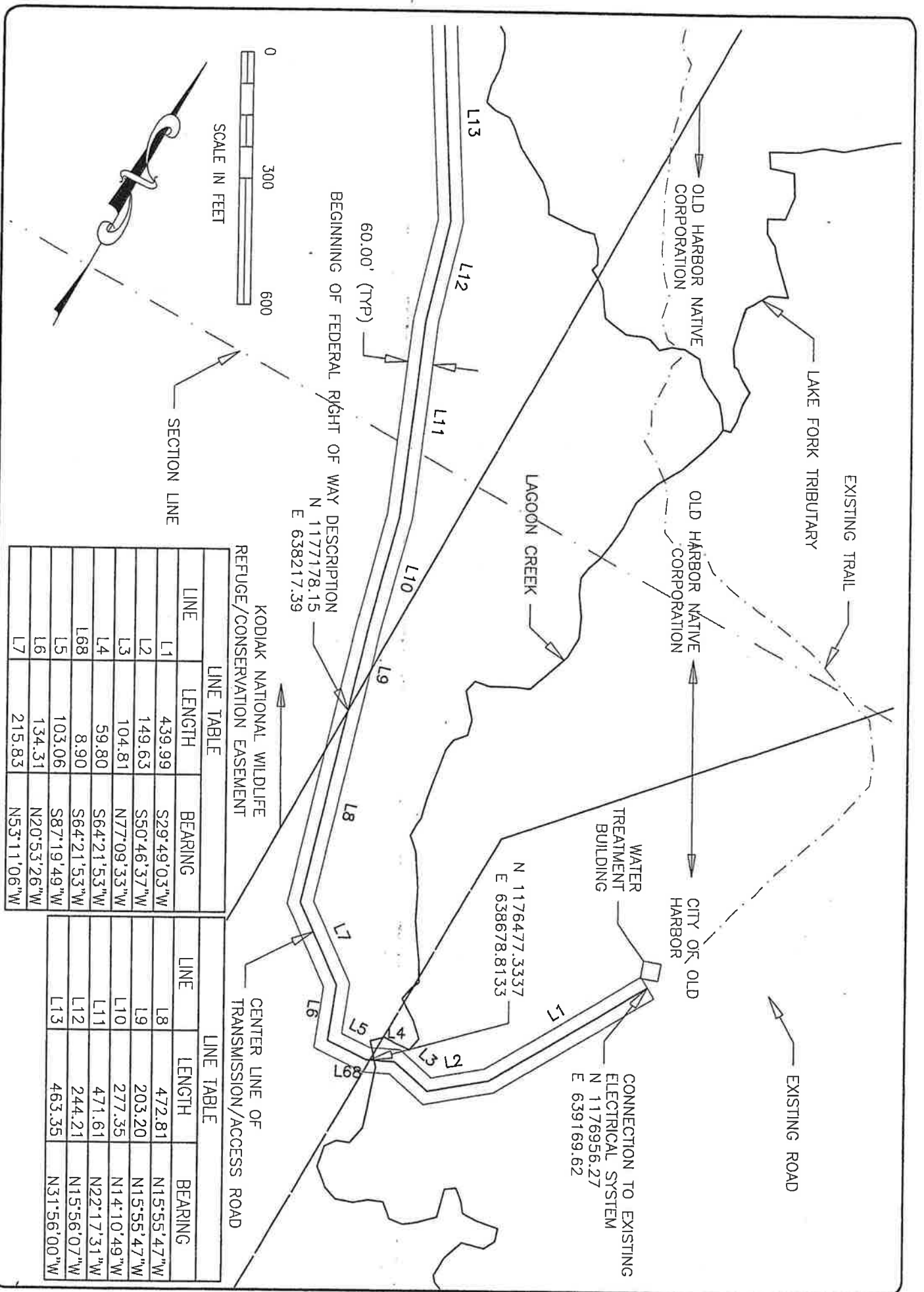
L-2

OF 9

DRAWING

PROPOSED EASEMENT DRAWINGS

PROJECT OVERVIEW



BEGINNING OF FEDERAL RIGHT OF WAY DESCRIPTION
N 1177178.15
E 638217.39

KODIAK NATIONAL WILDLIFE
REFUGE/CONSERVATION EASEMENT

CENTER LINE OF
TRANSMISSION/ACCESS ROAD

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	439.99	S29°49'03"W	L8	472.81	N15°55'47"W
L2	149.63	S50°46'37"W	L9	203.20	N15°55'47"W
L3	104.81	N77°09'33"W	L10	277.35	N14°10'49"W
L4	59.80	S64°21'53"W	L11	471.61	N22°17'31"W
L68	8.90	S64°21'53"W	L12	244.21	N15°56'07"W
L5	103.06	S87°19'49"W	L13	463.35	N31°56'00"W
L6	134.31	N20°53'26"W			
L7	215.83	N53°11'06"W			

DATE: 3/24/00
DESIGNED: DM
DRAWN: DM
CHECKED: AS NOTED
SCALE: AS NOTED
FILE: Q100MC-3

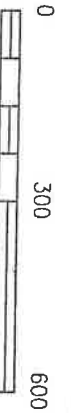
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ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN
1603 WEST 33RD AVE, SUITE 310 ANCHORAGE, ALASKA 99503
PHONE (907) 258-2420 FAX (907) 258-2419

DRAWING
PROPOSED EASEMENT DRAWINGS
EASEMENT LOCATION DESCRIPTION

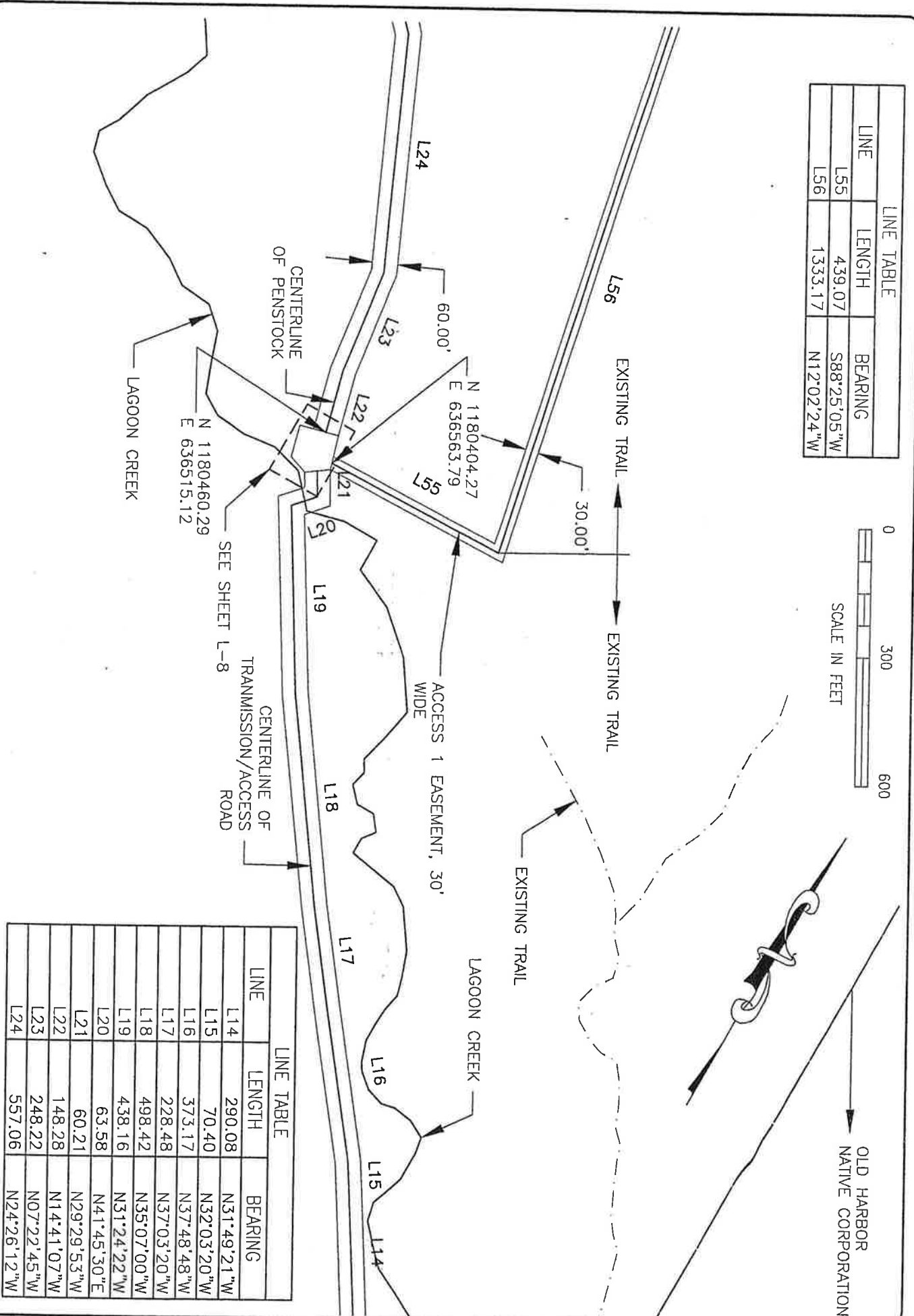
PROJECT
ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.
OLD HARBOR HYDROELECTRIC PROJECT

SHEET
L-3
OF 9

LINE	LENGTH	BEARING
L55	439.07	S88°25'05"W
L56	1333.17	N12°02'24"W



SCALE IN FEET



LINE	LENGTH	BEARING
L14	290.08	N31°49'21"W
L15	70.40	N32°03'20"W
L16	373.17	N37°48'48"W
L17	228.48	N37°03'20"W
L18	498.42	N35°07'00"W
L19	438.16	N31°24'22"W
L20	63.58	N41°45'30"E
L21	60.21	N29°29'53"W
L22	148.28	N14°41'07"W
L23	248.22	N07°22'45"W
L24	557.06	N24°26'12"W

DATE: 3/24/08
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS NOTED
FILE: Q18HACT-3

polarconsult alaska, inc.
ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN
1503 WEST 33RD AVE., SUITE 310 ANCHORAGE, ALASKA 99503
PHONE (907) 566-2420 FAX (907) 568-2418

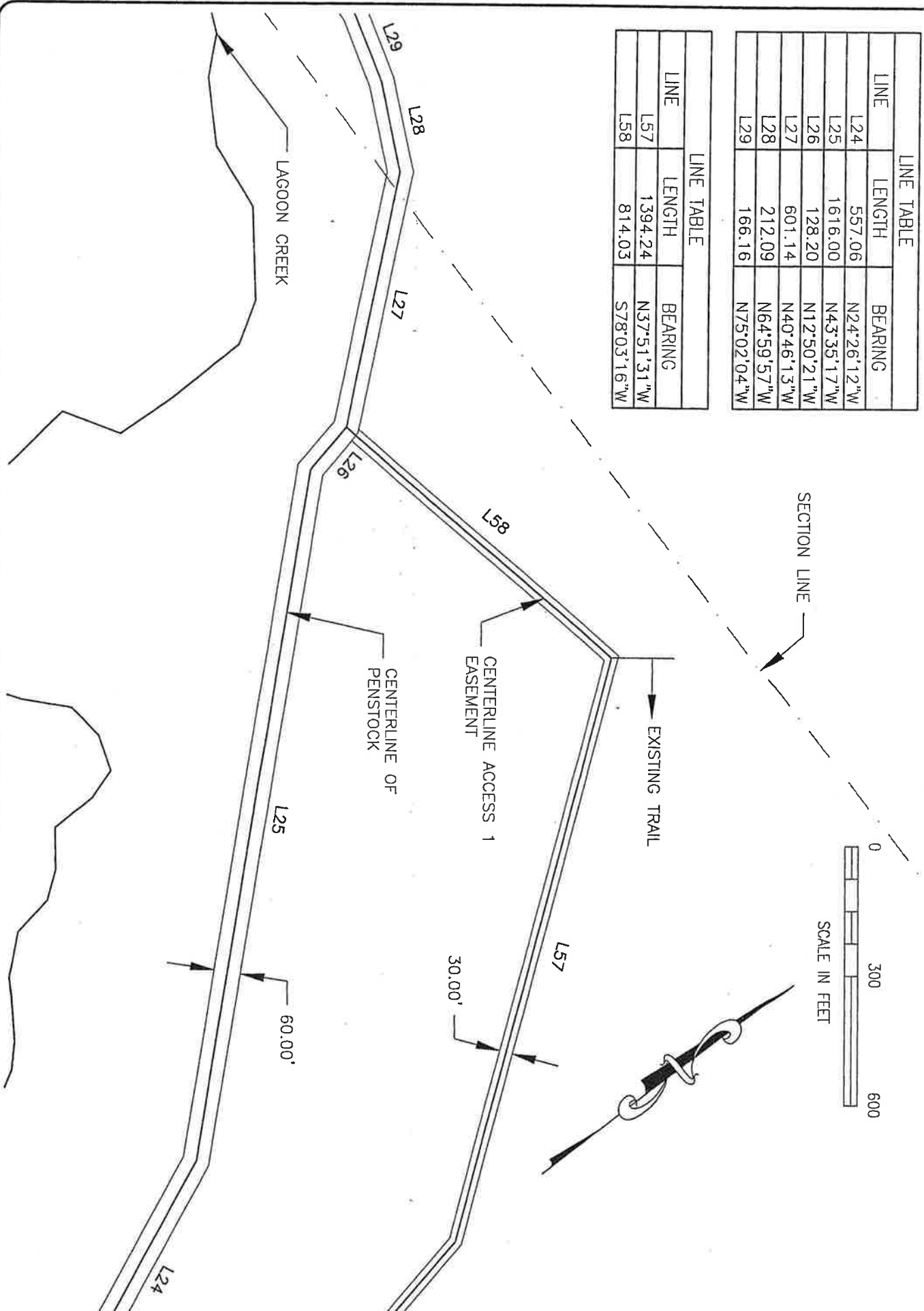
DRAWING
PROPOSED EASEMENT DRAWINGS
EASEMENT LOCATION DESCRIPTION

PROJECT
ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.
OLD HARBOR HYDROELECTRIC PROJECT

SHEET
L-4
OF 9

LINE	LENGTH	BEARING
L24	557.06	N24°26'12"W
L25	1616.00	N43°35'17"W
L26	128.20	N12°50'21"W
L27	601.14	N40°46'13"W
L28	212.09	N64°59'57"W
L29	166.16	N75°02'04"W

LINE	LENGTH	BEARING
L57	1394.24	N37°51'31"W
L58	814.03	S78°03'16"W



DATE: 3/24/00
 DESIGNED: [initials]
 DRAWN: [initials]
 CHECKED: [initials]
 SCALE: AS NOTED
 FILE: QUDHHC1-3

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 ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN
 1503 WEST 33RD AVE, SUITE 310 ANCHORAGE, ALASKA 99503
 PHONE (907) 268-2420 FAX (907) 268-2419

PROPOSED EASEMENT DRAWINGS
 DRAWING
EASEMENT LOCATION DESCRIPTION

PROJECT
ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.
OLD HARBOR HYDROELECTRIC PROJECT

SHEET
L-5
 OF 9

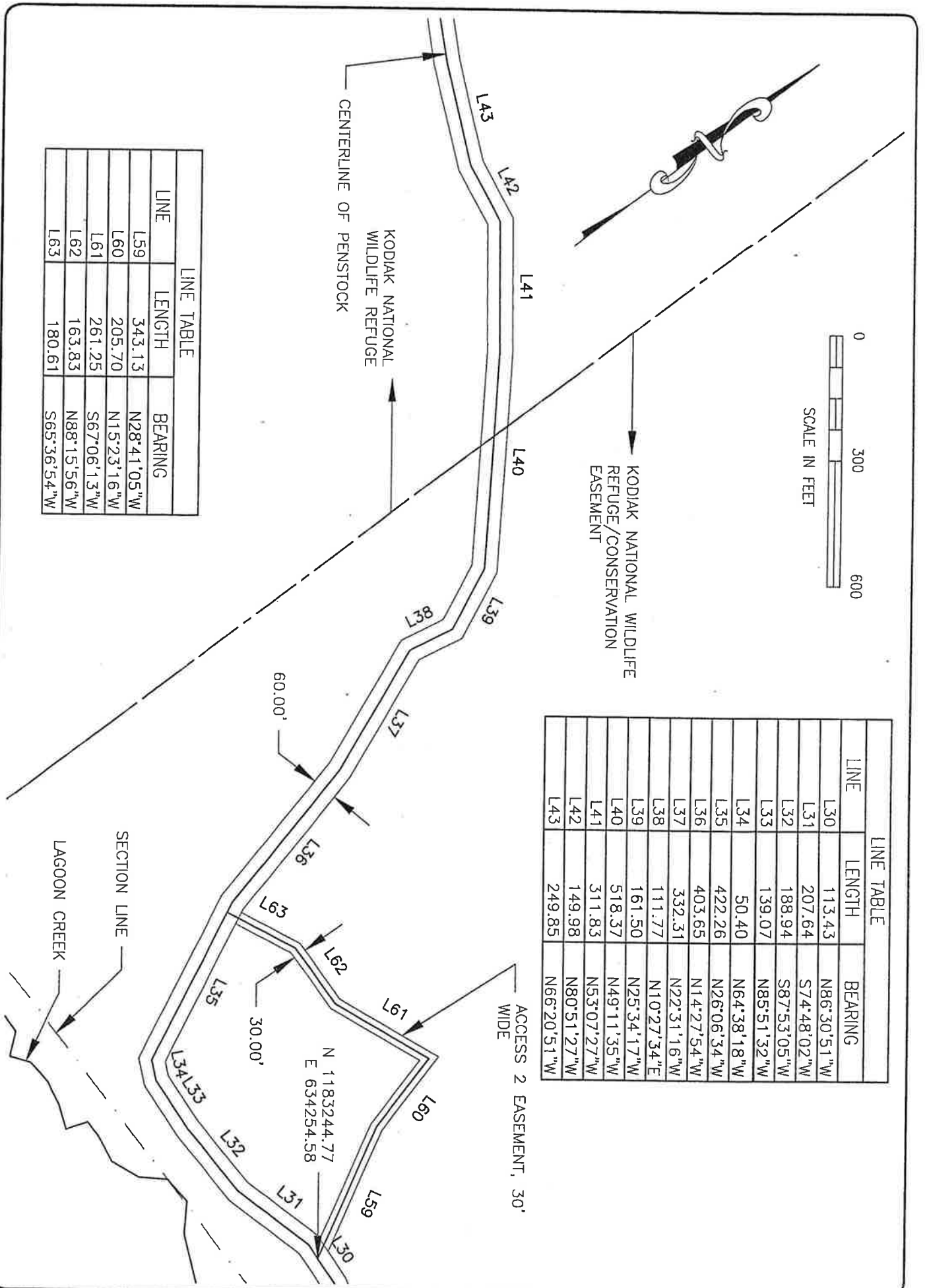
DATE: 3/24/00
DESIGNED: DH
DRAWN: DH
CHECKED: AS NOTED
SCALE: AS NOTED
FILE: 010HHC1-3

polarconsult alaska, inc.
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ANCHORAGE, ALASKA 99503 FAX (907) 258-2419

PROPOSED EASEMENT DRAWINGS
DRAWING
EASEMENT LOCATION DESCRIPTION

ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.
PROJECT
OLD HARBOR HYDROELECTRIC PROJECT

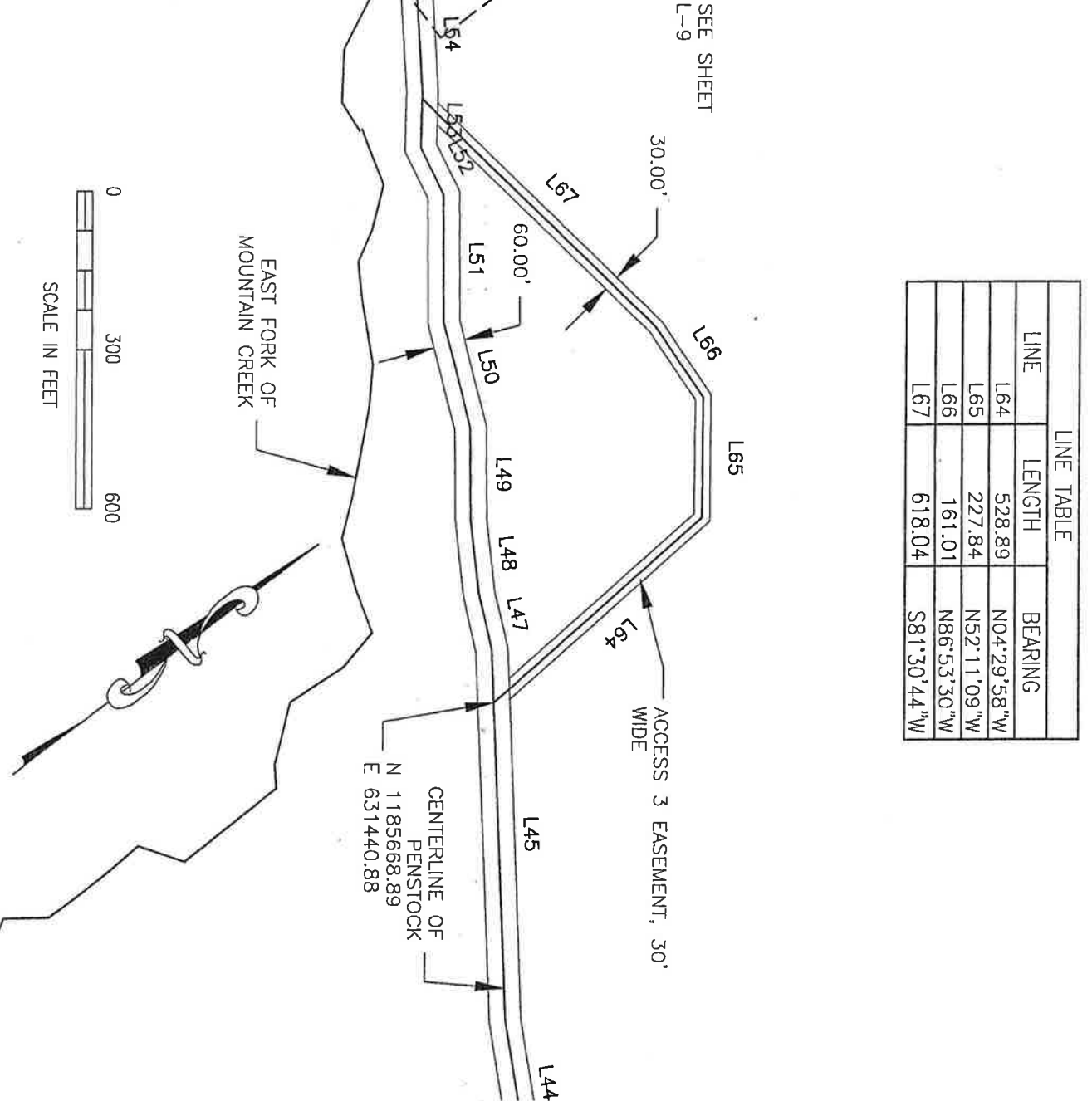
SHEET
L-6
OF 9



LINE	LENGTH	BEARING
L59	343.13	N28°41'05"W
L60	205.70	N15°23'16"W
L61	261.25	S67°06'13"W
L62	163.83	N88°15'56"W
L63	180.61	S65°36'54"W

LINE	LENGTH	BEARING
L30	113.43	N86°30'51"W
L31	207.64	S74°48'02"W
L32	188.94	S87°53'05"W
L33	139.07	N85°51'32"W
L34	50.40	N64°38'18"W
L35	422.26	N26°06'34"W
L36	403.65	N14°27'54"W
L37	332.31	N22°31'16"W
L38	111.77	N10°27'34"E
L39	161.50	N25°34'17"W
L40	518.37	N49°11'35"W
L41	311.83	N53°07'27"W
L42	149.98	N80°51'27"W
L43	249.85	N66°20'51"W

LINE	LENGTH	BEARING
L44	254.95	N61°56'01"W
L45	704.04	N54°41'20"W
L47	109.56	N65°26'55"W
L48	141.25	N58°55'45"W
L49	173.79	N53°00'27"W
L50	207.18	N67°03'29"W
L51	241.56	N52°51'43"W
L52	97.93	N78°54'08"W
L53	106.09	N51°25'04"W
L54	208.84	N55°56'27"W



LINE	LENGTH	BEARING
L64	528.89	N04°29'58"W
L65	227.84	N52°11'09"W
L66	161.01	N86°53'30"W
L67	618.04	S81°30'44"W

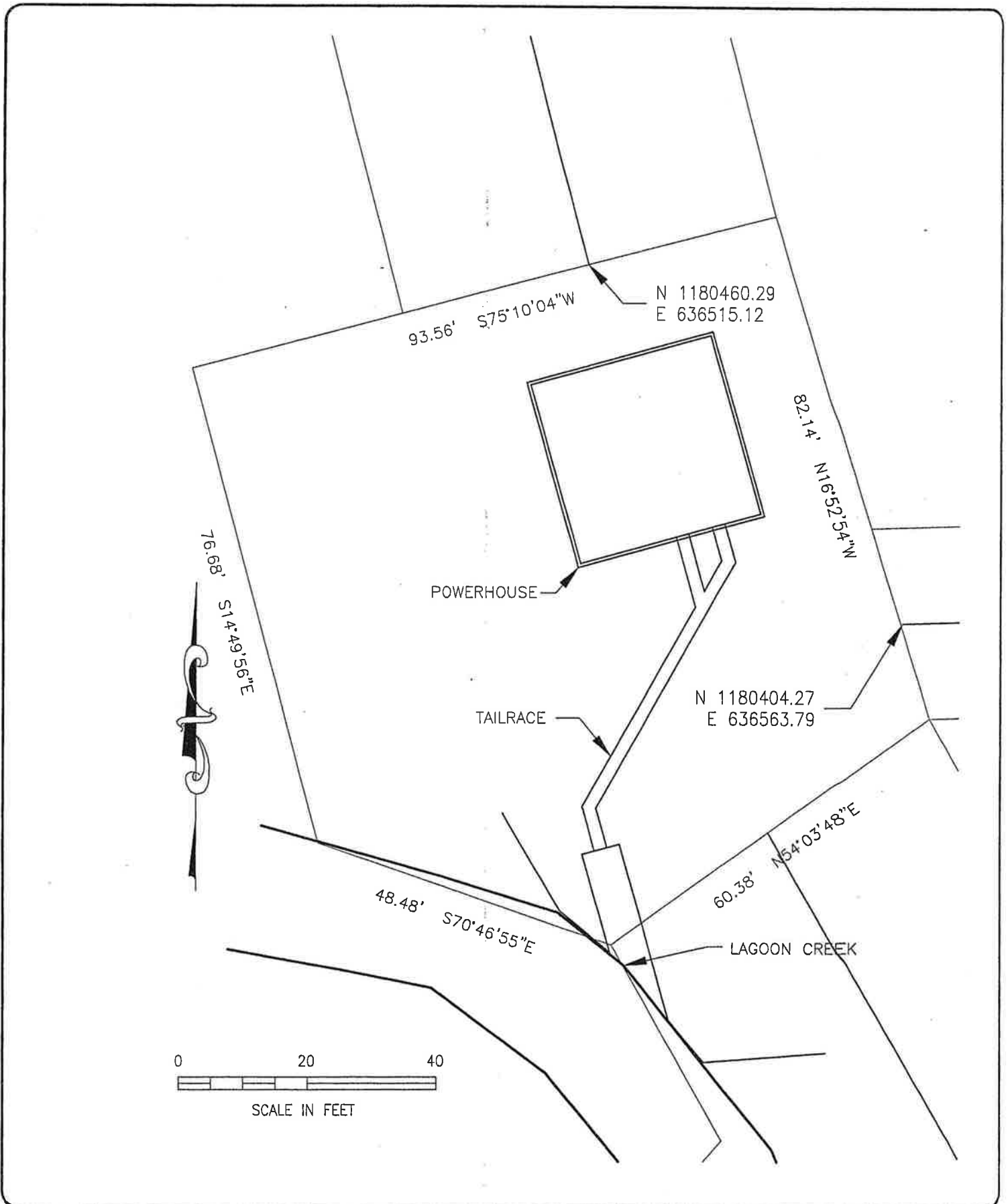
DATE: 3/24/00
 DESIGNED: DH
 DRAWN: AS NOTED
 CHECKED: AS NOTED
 SCALE: AS NOTED
 FILE: 04/04/01-3

polarconsult alaska, inc.
 ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN
 1603 WEST 33RD AVE, SUITE 310 ANCHORAGE, ALASKA 99503
 PHONE (907) 258-2420 FAX (907) 258-2419

PROPOSED EASEMENT DRAWINGS
 EASEMENT LOCATION DESCRIPTION

ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.
 PROJECT
 OLD HARBOR HYDROELECTRIC PROJECT

SHEET
L-7
 OF 9



DATE: 3/24/00
 DESIGNED: DH
 DRAWN: DH
 CHECKED:
 SCALE: AS NOTED
 FILE: HOLDHHC1-3

PROJECT

ALASKA VILLAGE ELECTRIC COOPERATIVE INC. – OLD HARBOR HYDROELECTRIC PROJECT

polarconsult alaska, inc.
 ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN

1503 WEST 33RD AVE, SUITE 310 PHONE (907) 258-2420
 ANCHORAGE, ALASKA 99503 FAX (907) 258-2419

SHEET

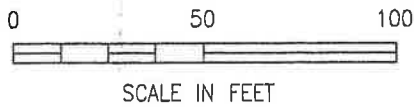
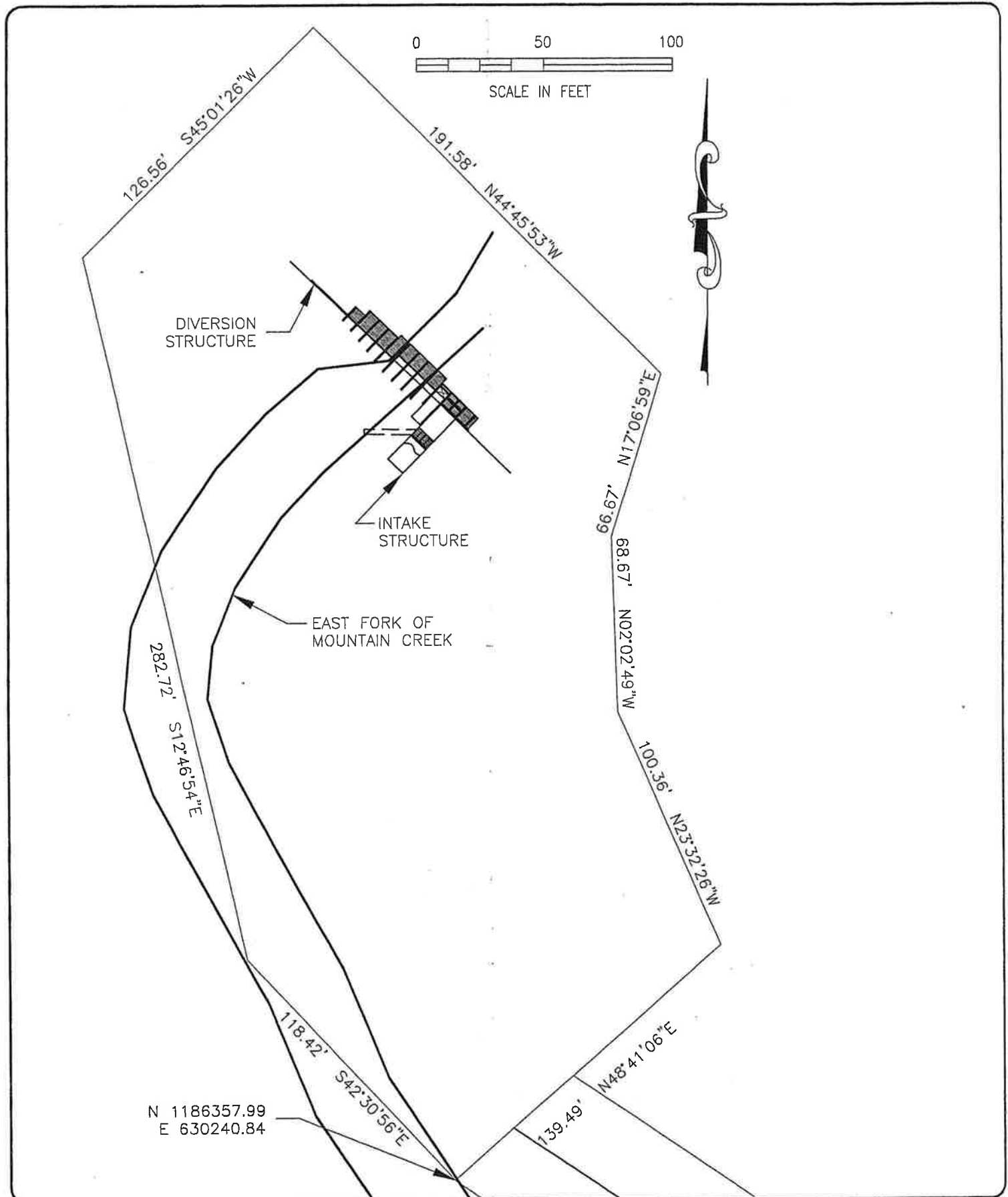
L-8

OF 9

DRAWING

PROPOSED EASEMENT DRAWINGS

POWERHOUSE SITE



DATE: 3/24/00
 DESIGNED: DH
 DRAWN: DH
 CHECKED:
 SCALE: AS NOTED
 FILE: HOLDHHC1-3

PROJECT

ALASKA VILLAGE ELECTRIC COOPERATIVE INC. – OLD HARBOR HYDROELECTRIC PROJECT

polarconsult alaska, inc.
 ENERGY SYSTEMS • ENVIRONMENTAL SERVICES • ENGINEERING DESIGN

1503 WEST 33RD AVE, SUITE 310 PHONE (907) 268-2420
 ANCHORAGE, ALASKA 99503 FAX (907) 268-2419

DRAWING
PROPOSED EASEMENT DRAWINGS
 INTAKE SITE

SHEET
L-9
 OF 9

RELEASE OF RIGHT TO ENFORCE RESTRICTIVE COVENANTS

Old Harbor Native Corporation, P.O. Box 71, Old Harbor, Alaska 99643, pursuant to the Amendment to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands Between Old Harbor Native Corporation and the United States of America, dated _____, 2001, hereby releases the right to enforce restrictive covenants reserved in the Conservation Easement from Old Harbor Native Corporation to the United States of America and the State of Alaska, dated September 27, 1995, and recorded in Book 0139, at pages 100-108, Kodiak Recording District, Alaska, as it applies to the following-described lands:

That portion of Section 7; Section 18; and Section 19, excluding U.S. Survey 4793, in Township 34 South, Range 25 West, Seward Meridian, Alaska, as shown on the map attached as Exhibit I and incorporated herein by reference,

to the extent such lands are used or are reasonably needed for the construction, maintenance and operation of that certain Hydroelectric Project as described in the Amendment referenced above.

Except as provided above, Old Harbor Native Corporation does not release or waive any other right to enforce restrictive covenants reserved to Old Harbor Native Corporation in the Conservation Easement referenced above.

IN WITNESS WHEREOF, the authorized official of Old Harbor Native Corporation sets his hand this 26th day of July, 2001.

OLD HARBOR NATIVE CORPORATION


By: Emil Christiansen Sr
Emil Christiansen, Sr.
President

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 26th day of July 2001, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared EMIL CHRISTIANSEN, SR., President of Old Harbor Native Corporation, to me known and known to

be the person he represented himself to be, and the same person who executed the above and foregoing document on behalf of Old Harbor Native Corporation, and who acknowledged to me that he signed the foregoing document as President of Old Harbor Native Corporation, in the name of and for and on behalf of said Corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

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


Notary Public in and for Alaska
My commission expires: 9-15-04

UPON RECORDATION RETURN TO:
U.S. Department of Interior
Fish and Wildlife Service
Division of Realty
1011 E. Tudor Road
Anchorage, Alaska 99508

LOCATION INDEX:
Seward Meridian
T. 34 S., R. 25 W.

OFFICIAL STATE BUSINESS, NO CHARGE

3765\61d006.wpd

**RELEASES OF REVERSIONARY RIGHTS AND
RIGHT TO ENFORCE RESTRICTIVE COVENANTS
IN WARRANTY DEED**

Old Harbor Native Corporation, P.O. Box 71, Old Harbor, Alaska 99643, pursuant to the Amendment to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands Between Old Harbor Native Corporation and the United States of America, dated _____, 2001, hereby releases the reversionary rights and right to enforce restrictive covenants reserved in the Warranty Deed from Old Harbor Native Corporation to the United States of America, dated September 27, 1995, and recorded in Book 0139, at pages 091-099, Kodiak Recording District, Alaska, as they apply to the following-described lands:

That portion of Section 7; Section 18; and Section 19, excluding U.S. Survey 4793, in Township 34 South, Range 25 West, Seward Meridian, Alaska, as shown on the map attached as Exhibit I and incorporated herein by reference,

to the extent such lands are used or are reasonably needed for the construction, maintenance and operation of that certain Hydroelectric Project as described in the Amendment referenced above.

Except as provided above, Old Harbor Native Corporation does not release or waive any other reversionary right or right to enforce restrictive covenants reserved to Old Harbor Native Corporation in the Warranty Deed referenced above.

IN WITNESS WHEREOF, the authorized official of Old Harbor Native Corporation sets his hand this 26th day of July, 2001.

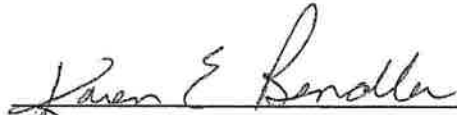
OLD HARBOR NATIVE CORPORATION

By: Emil Christiansen Sr.
Emil Christiansen, Sr.
President

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 26th day of July 2001, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared EMIL CHRISTIANSEN, SR., President of Old Harbor Native Corporation, to me known and known to be the person he represented himself to be, and the same person who executed the above and foregoing document on behalf of Old Harbor Native Corporation, and who acknowledged to me that he signed the foregoing document as President of Old Harbor Native Corporation, in the name of and for and on behalf of said Corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

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



Notary Public in and for Alaska
My commission expires: 9-15-04

UPON RECORDATION RETURN TO:
U.S. Department of Interior
Fish and Wildlife Service
Division of Realty
1011 E. Tudor Road
Anchorage, Alaska 99508

LOCATION INDEX:
Seward Meridian
T. 34 S., R. 25 W.

OFFICIAL STATE BUSINESS, NO CHARGE

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**RESOLUTION 11-08 OF THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
REGARDING OLD HARBOR CONSERVATION EASEMENT HYDROELECTRIC
PROJECT**

We, the undersigned, duly authorized members of the *Exxon Valdez* Oil Spill Trustee Council (Council) do hereby certify that, in accordance with the Memorandum of Agreement and Consent Decree entered as settlement of *United States of America v. State of Alaska* No. A91-081 Civil, U.S. District Court for the District of Alaska, and after public meetings, find as follows:

1. By Resolutions dated November 2, 1994 and March 31, 1995, the Council authorized the expenditure of *Exxon Valdez* oil spill settlement funds for the purchase of lands in fee simple by the United States and a conservation easement on additional lands by the United States and the State of Alaska (State) on Kodiak Island from the Old Harbor Native Corporation (OHNC). The terms of the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands Between Old Harbor Native Corporation and the United States of America (Agreement) and the conservation easements generally prevent development of the lands.

2. In Resolution 01-11 dated May 3, 2001, the Trustee Council approved an amendment to the conservation easement¹ conveyed by OHNC to the State of Alaska to permit the construction, operation and maintenance of a Hydroelectric Project as approved by the Federal Energy Regulatory Commission (FERC) as long as terms and conditions identified in Resolution 01-11 were met. Resolution 01-11 is hereby incorporated by reference, and a copy of Resolution 01-11 is attached to this Resolution (Attachment A).

3. An Amendment to the Agreement was executed in 2001 to allow for the construction, maintenance and operation of the Hydroelectric Project by excluding certain specified lands from some aspects of the Restrictive Covenants and the State Conservation Easement. A copy of the Amendment is attached to this Resolution (Attachment B).

4. The proposed Hydroelectric Project was not constructed. However, the State of Alaska Department of Commerce Community and Economic Development recently awarded OHNC a grant of up to \$250,000 towards construction of the Hydroelectric Project.

^{1/} Resolution 01-11 provides that the Council supports amendment of the conservation easement. As noted in Section 3, construction of the Hydroelectric Project required amendment of the Agreement instead.

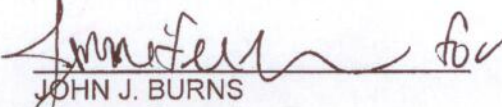
5. OHNC has requested that the Council amend the Amendment because the proposed location of the Hydroelectric Project has been shifted to lands adjacent to lands encumbered by the original Amendment.

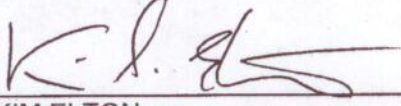
6. The Council supports amending the 2001 Amendment to permit construction of the Hydroelectric Project in the altered location and authorizes execution of the appropriate documents to effectuate that purpose. This support is conditioned upon the following: 1) a finding by the Commissioner of the Department of Natural Resources that a revision to the Amendment is in the best interests of the State, and the Commissioner of the Alaska Department of Fish and Game must concur in the determination; 2) a request by Alaska Village Electric Cooperative that the State of Alaska, the federal government and OHNC make the changes necessary to the Amendment to allow for construction of the Hydroelectric Project and mapping of the precise location of the new proposed Hydroelectric Project; 3) issuance of a FERC license for the Hydroelectric Project; 4) approval of the United States Department of the Interior's Office of the Solicitor, United States Fish and Wildlife Service, Alaska Department of Law, and Alaska Departments of Natural Resources and Fish and Game; 5) completion of all required environmental studies; 6) securing any and all required permits and approvals by relevant local, state and federal entities for the entirety of the project; and 7) satisfaction of any other requirements identified by the Office of the Solicitor and the Alaska Department of Law.

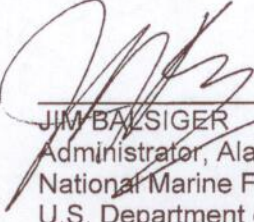
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Approved by the Council at its meeting of April 19, 2011, held in Anchorage, Alaska, as affirmed by our signatures affixed below:



 STEVE ZEMKE
 Trustee Alternate
 Chugach National Forest
 U.S. Department of Agriculture


 JOHN J. BURNS
 Attorney General
 Alaska Department of Law


 KIM ELTON
 Special Assistant to the Secretary
 for Alaska
 Office of the Secretary
 U.S. Department of Interior


 JIM BALSIGER
 Administrator, Alaska Region
 National Marine Fisheries Service
 U.S. Department of Commerce


 CORA CAMPBELL
 Commissioner
 Alaska Department of Fish and Game


 LARRY HARTIG
 Commissioner
 Alaska Department of Environmental
 Conservation

Attachments:

Attachment A – Resolution 01-11 Regarding Old Harbor Conservation Easement Hydroelectric Project

Attachment B – Amendment to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands between Old Harbor Native Corporation and the United State of America

Approved by the Council at its meeting of April 19, 2011, held in Anchorage, Alaska, as affirmed by our signatures affixed below:

STEVE ZEMKE
Trustee Alternate
Chugach National Forest
U.S. Department of Agriculture

JOHN J. BURNS
Attorney General
Alaska Department of Law

KIM ELTON
Special Assistant to the Secretary
for Alaska
Office of the Secretary
U.S. Department of Interior

JIM BALSIGER
Administrator, Alaska Region
National Marine Fisheries Service
U.S. Department of Commerce

CORA CAMPBELL
Commissioner
Alaska Department of Fish and Game

Don Easton
for _____
LARRY HARTIG
Commissioner
Alaska Department of Environmental
Conservation

Attachments:

Attachment A – Resolution 01-11 Regarding Old Harbor Conservation Easement Hydroelectric Project

Attachment B – Amendment to the Agreement for the Sale, Purchase and Donation of Lands and Interests in Lands between Old Harbor Native Corporation and the United State of America