



# The United States of America

## *Interim Conveyance*

AA-82681

This Interim Conveyance is issued by the UNITED STATES, Department of the Interior, Bureau of Land Management, 222 West Seventh Avenue, #13, Anchorage, Alaska 99513-7599, as GRANTOR, to The Aleut Corporation, One Aleut Plaza, 4000 Old Seward Highway, Suite 300, Anchorage, Alaska 99503-6079, as GRANTEE, for lands in the Aleutian Islands Recording District.

### WHEREAS

The Aleut Corporation

is entitled to a conveyance pursuant to Sec. 2 of the Act of October 11, 2002, Pub. L. 107-239, 116 Stat. 1489, as amended by Sec. 2853 of the Act of December 2, 2002, Pub. L. 107-314, 116 Stat. 2727, 2728, and the Agreement Concerning the Conveyance of Property at the Adak Naval Complex, Adak, Alaska, between The Aleut Corporation, the Department of the Interior, and the Department of the Navy, dated September 20, 2000, as amended March 12, 2004, and contained in Bureau of Land Management case file AA-82681, of the subsurface estate reserved to the United States in the hereinbelow-identified interim conveyance of the surface estate in the following-described lands:

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Seward Meridian, Alaska

T. 94 S., R. 194 W.,  
Secs. 29 to 33, inclusive.

Containing approximately 1,690 acres.

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Interim Conveyance No. \_\_\_\_\_

T. 95 S., R. 194 W.,  
Secs. 4 to 9, inclusive;  
Secs. 17 to 21, inclusive;  
Secs. 28 to 33, inclusive.

Containing approximately 5,322 acres.

T. 96 S., R. 194 W.,  
Secs. 18 and 19;  
Sec. 20, protracted  $W\frac{1}{2}$ ;  
Sec. 29, protracted  $W\frac{1}{2}$ ;  
Sec. 30.

Containing approximately 1,173 acres.

T. 94 S., R. 195 W.,  
Secs. 25 and 36.

Containing approximately 282 acres.

T. 95 S., R. 195 W.,  
Secs. 1 and 2;  
Secs. 5 to 8, inclusive;  
Sec. 9, protracted  $N\frac{1}{2}$ ,  $N\frac{1}{2}S\frac{1}{2}$ ,  $N\frac{1}{2}S\frac{1}{2}S\frac{1}{2}$ ;  
Sec. 12, protracted  $E\frac{1}{2}E\frac{1}{2}E\frac{1}{2}$ ;  
Sec. 13;  
Sec. 17, protracted  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$ ;  
Secs. 18 and 19;  
Sec. 20, protracted  $W\frac{1}{2}NE\frac{1}{4}$ ,  $NW\frac{1}{4}$ ,  $N\frac{1}{2}SW\frac{1}{4}$ ,  
 $SW\frac{1}{4}SW\frac{1}{4}$ ,  $NW\frac{1}{4}SE\frac{1}{4}$ ;  
Sec. 23, protracted  $E\frac{1}{2}$ ;  
Secs. 24 and 25;  
Sec. 26, that portion of protracted  $NE\frac{1}{4}$  and  $NE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$  lying  
east of Andrew Lake, as depicted on the map labeled Addendum  
to Appendix A, dated December 4, 2003, and contained in the  
Agreement Concerning the Conveyance of Property at the Adak  
Naval Complex, Adak, Alaska, between The Aleut Corporation,  
the Department of the Interior, and the Department of the Navy,  
dated September 20, 2000, as amended March 12, 2004,  
protracted  $SW\frac{1}{4}$ ,  $N\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$ ;  
Sec. 27, protracted  $S\frac{1}{2}$ ;

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Sec. 28, protracted  $E\frac{1}{2}SE\frac{1}{4}$ ;  
Sec. 29, protracted  $NW\frac{1}{4}NW\frac{1}{4}$ ,  $S\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$ ;  
Sec. 30, protracted  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$ ,  $NE\frac{1}{4}NE\frac{1}{4}$ ,  $S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$ ;  
Sec. 31;  
Sec. 32, protracted  $W\frac{1}{2}$ ,  $S\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$ ,  $S\frac{1}{2}NE\frac{1}{4}$ ,  $SE\frac{1}{4}$ ;  
Sec. 33, protracted  $S\frac{1}{2}$ ,  $S\frac{1}{2}N\frac{1}{2}$ ,  $S\frac{1}{2}N\frac{1}{2}N\frac{1}{2}$ ,  $N\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$ ;  
Secs. 34, 35, and 36.

Containing approximately 10,494 acres.

T. 96 S., R. 195 W.,  
Secs. 1 to 18, inclusive;  
Sec. 19, protracted  $N\frac{1}{2}$ ,  $N\frac{1}{2}S\frac{1}{2}$ ;  
Sec. 20, protracted  $N\frac{1}{2}$ ,  $N\frac{1}{2}S\frac{1}{2}$ ;  
Secs. 21 to 27, inclusive;  
Sec. 28, protracted  $E\frac{1}{2}$ ;  
Sec. 32, protracted  $S\frac{1}{2}SE\frac{1}{4}$ ;  
Sec. 33, protracted  $S\frac{1}{2}$ ,  $NE\frac{1}{4}$ ;  
Secs. 34 and 35;  
Sec. 36, protracted  $W\frac{1}{2}$ ,  $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}$ .

Those submerged lands lying beneath supply pier No. 5, berthing pier No. 6, and fuel pier No. 10 within Sweeper Cove, as shown on the map labeled Sweeper Cove Supplement to the Addendum to Appendix A of the Agreement Concerning the Conveyance of Property at the Adak Naval Complex, Adak, Alaska, between The Aleut Corporation, the Department of the Interior, and the Department of the Navy, dated September 20, 2000, as amended March 12, 2004.

Containing approximately 16,043 acres.

T. 95 S., R. 196 W.,  
Secs. 11 to 15, inclusive;  
Secs. 22 to 27, inclusive;  
Secs. 34, 35, and 36.

Containing approximately 6,800 acres.

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T. 96 S., R. 196 W.,  
Secs. 1 and 2;  
Secs. 12, 13, 14, and 23;  
Sec. 24, protracted  $W\frac{1}{2}$ ,  $NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ ;  
Sec. 25, protracted  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$ ;  
Secs. 26 and 35;  
Sec. 36, protracted  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$ .

Containing approximately 3,065 acres.

T. 97 S., R. 197 W.,  
Secs. 1 to 4, inclusive;  
Sec. 10, protracted  $NE\frac{1}{4}$ ;  
Sec. 11, protracted  $N\frac{1}{2}$ ;  
Sec. 12, protracted  $N\frac{1}{2}$ .

Containing approximately 2,402 acres.

Aggregating approximately 47,271 acres.

EXCLUDED from the lands described above:

Any offshore islands, islets, rocks, reefs, and spires;

Those fixtures and equipment owned by the United States and associated with the airfield:

Shortened approach lighting system with sequenced flashers (SALSF);  
Standby generator ILS localizer;  
Localizer antenna array and localizer shelter and contents;  
Glide slope antenna array;  
Standby generator ILS glide slope and glide slope shelter and contents;  
Visual glide (approach) slope indicator and controls;  
Auto weather station (ASOS) and sensor array and control cabinet-ACU.

Those improvements owned by the United States and managed by the Federal Aviation Administration:

Building Nos. 401 and 601 – ANICS/SACOM (Alaskan National Airspace system Interfacility Communication System) (Satellite

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Communications Network) and RCAG (Remote Communication Air-Ground facility);

Building No. 404 – NDB (Non-Directional Beacon) and DME (Distance Measuring Equipment);

Building No. 601 – ANICS generator.

Those improvements owned by the United States and managed by Fish and Wildlife Service, as shown on Appendix I-1, I-2, and I-3, and listed in Appendix I of the Agreement Concerning the Conveyance of Property at the Adak Naval Complex, Adak, Alaska, between The Aleut Corporation, the Department of the Interior, and the Department of the Navy, dated September 20, 2000:

Headquarters:

Warehouse (formerly known as Building 42069);  
Concrete pad;  
Visitor center.

Small Boat Harbor:

Boat Storage Shed;  
Dock.

Service Housing:

Quarters 1 – Q1;  
Quarters 2 – Q2;  
Quarters 3 – Q3;  
Quarters 4 – Q4;  
Quarters 5 – Q5;  
Quarters 6 – Q6 (formerly known as Building 42246);  
Quarters 7 – Q7 (formerly known as Building 42245);  
Bunkhouse.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the above-named corporation the subsurface estate in the lands above described; TO HAVE AND TO HOLD the said estate with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said corporation, its successors and assigns, forever.

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THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO:

1. All the easements and rights-of-way referenced in the aforementioned conveyance of the surface estate;
2. Issuance of a patent after approval and filing by the Bureau of Land Management of the official plats of survey confirming the boundary description and acreage of the lands hereinabove granted;
3. The terms and conditions of the Alaska Native Claims Settlement Act of December 18, 1971, as amended, 43 U.S.C. § 1601, *et seq.*, except as provided by the Agreement Concerning the Conveyance of Property at the Adak Naval Complex, Adak, Alaska, between The Aleut Corporation, the Department of the Interior, and the Department of the Navy, dated September 20, 2000, and Sec. 4 of the Act of October 11, 2002, 116 Stat. 1490, as amended by Sec. 2853 of the Act of December 2, 2002, Pub. L. 107-314, 116 Stat. 2727, 2728, and
4. The terms and conditions of the Agreement Concerning the Conveyance of Property at the Adak Naval Complex, Adak, Alaska, between The Aleut Corporation, the Department of the Interior, and the Department of the Navy, dated September 20, 2000, as amended March 12, 2004.

WHEREAS, limited portions of the lands herein conveyed, which are more particularly described in Exhibit A attached to the aforementioned conveyance of the surface estate are subject to certain use restrictions set forth below;

WHEREAS, the lands herein conveyed are a portion of a site listed on the National Priorities List and remediated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (hereinafter CERCLA), the Defense Environmental Restoration Program; 10 U.S.C. § 2701, *et seq.*, and 18 Alaska Administrative Code Chapter 75. Under CERCLA, the environmental cleanups were divided into three operable units: Operable Unit A (CERCLA chemical and petroleum sites; hereinafter OUA); Operable Unit B-1 (CERCLA ordnance sites on lands proposed as suitable for transfer; hereinafter OUB-1); and

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Operable Unit B-2 (CERCLA ordnance sites on lands to be retained by the United States until suitable for transfer; hereinafter OUB-2);

WHEREAS, the Department of the Navy of the United States of America (hereinafter Navy) circulated the Record of Decision (hereinafter, along with the Record of Decision for Operable Unit B-1 referenced below, the ROD) for Operable Unit A for public review and comment. The Operable Unit A ROD was agreed upon and signed by the Navy and the United States Environmental Protection Agency (hereinafter US EPA), and concurred with by the Alaska Department of Environmental Conservation (hereinafter, with its successors in administrative function, ADEC) in April 2000. The Operable Unit B-1 ROD was agreed upon and signed by the Navy and the US EPA, and concurred in by the ADEC, in December 2001;

WHEREAS, the Records of Decision for OUA and OUB-1 are contained in Bureau of Land Management case file AA-82681, which is available for inspection in the Bureau's Public Information Center, located in the Federal Building and Courthouse at 222 West Seventh Avenue, Room 148, Anchorage, Alaska;

WHEREAS, the major components of the selected remedy for the Operable Unit A CERCLA sites included excavation and treatment by thermal desorption of contaminated sediments and soils, and recycling of treated sediment and soils as cover material at the on-island Roberts Landfill; placement of a soil cover on one site; monitoring groundwater for petroleum compounds, semi-volatile compounds, and volatile compounds; and implementing institutional controls on property to prohibit potential exposure to hazardous substances left on-site;

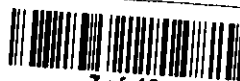
WHEREAS, the major components of the selected remedy for the Operable Unit A petroleum sites included removal and treatment of petroleum-contaminated soils to meet State of Alaska cleanup requirements; recycling of treated soils as cover material at the on-island Roberts Landfill; monitored natural attenuation of petroleum chemicals in soil and groundwater; free-product recovery to the maximum extent practicable as an interim remedial measure, followed by final remediation to achieve cleanup levels under State of Alaska requirements for soils and groundwater; and implementing institutional controls to minimize the potential for direct contact, to restrict groundwater use, and/or to restrict excavation until remedial objectives have been met;

WHEREAS, the major components of the selected remedy for the Operable Unit B-1 ordnance sites are no further action with unlimited land use and maintenance of an educational awareness program for on-island residents and visitors;

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WHEREAS, the lands conveyed herein do not encompass any area within OUB-2;

WHEREAS, the requirements, rights, covenants, conditions, prohibitions, and restrictions herein (hereinafter Provisions) are intended to protect human health and the environment;

THEREFORE, THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS, NOTICES, AND COVENANTS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

A. RESTRICTIONS

1. Downtown Area

Unless otherwise specifically authorized in writing by the Department of the Navy, the activities listed below are prohibited by any person or entity in the Downtown Area:

- a. Any domestic use of groundwater (the term "groundwater" shall mean water beneath the surface of the ground), by extraction through wells or other means. Domestic use is defined as that used by households or transients for human and animal consumption, cooking, bathing, showering, gardening, irrigation, or use on consumable food products, watering animals and any other domestic use;
- b. The injection or release of any fluids that may affect the flow direction of a chemical plume in areas with chemically affected groundwater; and
- c. Any action in or use of the Downtown Area, including, without limitation, subsurface utility repairs or construction or excavation activities, that results in physical damage to or is reasonably likely to interfere with the physical integrity of groundwater monitoring wells or recovery systems or devices constructed on the lands described above for cleanup.





A map generally depicting the Downtown Area is attached to the aforementioned conveyance of the surface estate as Exhibit B.

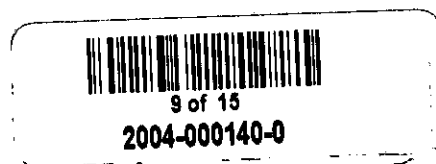
2. Solid Waste Management Units 10, 14, 15, 16, 17, 24, 55, 60, 61, and 67; Source Areas 73, 77, 78, 80, 82, and 88; Antenna Field, UST's ANT-1, ANT-2, ANT-3, and ANT-4; Former Power Plant, Building T-1451; ROICC Contractor's Area (UST ROICC 8); Runway 5-23 Avgas Valve Pit; GCI Compound, UST GCI-1; NMCB Building Area; UST, T-1416 Expanded Area; NORPAC Hill Seep Area; UST 10578, South of Runway 18-36 Area; Tanker Shed, UST 42494, Yakutat Hangar, UST T-2039-A; SWMU 20, White Alice/Trout Creek Disposal Area; SWMU 23, Heart Lake Drum Disposal Area; SWMU 52, 53, and 59, Former Loran Station; SA 76, Old Line Shed Building; Amulet Housing Well AMW-706 Area; Amulet Housing Well AMW-709 Area; and SWMU 62, New Housing Fuel Leak

Unless specifically authorized in writing by the Department of the Navy, the activity listed below is prohibited by any person or entity in Solid Waste Management Units 10, 14, 15, 16, 17, 24, 55, 60, 61, and 67; Source Areas 73, 77, 78, 80, 82, and 88; Antenna Field, UST's ANT-1, ANT-2, ANT-3, and ANT-4; Former Power Plant, Building T-1451; ROICC Contractor's Area (UST ROICC 8); Runway 5-23 Avgas Valve Pit; GCI Compound, UST GCI-1; NMCB Building Area; Underground Storage Tank, T-1416 Expanded Area; NORPAC Hill Seep Area; UST 10578, South of Runway 18-36 Area; Tanker Shed, UST 42494, Yakutat Hangar, UST T-2039-A; SWMU 20, White Alice/Trout Creek Disposal Area; SWMU 23, Heart Lake Drum Disposal Area; SWMU 52, 53, and 59, Former Loran Station; SA 76, Old Line Shed Building; Amulet Housing Well AMW-706 Area; Amulet Housing Well AMW-709 Area; and SWMU 62, New Housing Fuel Leak:

Residential Land Use (the term "residential land use" shall include permanent or temporary living accommodations, child-care facilities, schools, playgrounds, and hospitals).

3. Solid Waste Management Units 18, 19, and 25 (White Alice and Roberts Landfills, respectively); SWMU 2, Causeway Landfill; SWMU 4, South Davis Road Landfill; SWMU 13,

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Metals Landfill; SWMU 21A, White Alice Upper Quarry; SWMU 29, Finger Bay Landfill; and SWMU 11, Palisades Landfill

Unless specifically authorized in writing by the Department of the Navy, the activities listed below are prohibited by any person or entity, except Department of the Navy personnel or their authorized representative, in Solid Waste Management Units 18, 19, and 25 (White Alice and Roberts Landfills, respectively); SWMU 2, Causeway Landfill; SWMU 4, South Davis Road Landfill; SWMU 13, Metals Landfill; SWMU 21A, White Alice Upper Quarry; SWMU 29, Finger Bay Landfill; and SWMU 11, Palisades Landfill:

- a. Excavation of soils or other materials; and
- b. Any activity that disturbs the ground surface of the landfill caps or drainage system.

A map generally depicting the areas identified in Paragraphs 2 and 3 is attached to the aforementioned conveyance of the surface estate as Exhibit C.

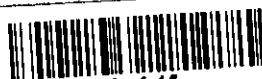
#### B. GENERAL PROVISIONS

1. These Provisions are for the benefit of the United States and include the perpetual right to enforce and implement them. Nothing herein shall be deemed to create in any third party the right to enforce these Provisions;
2. All real estate, lots, parcels, or portions thereof located within or on the lands conveyed herein, and any lease, conveyance, or transfer covering or describing any part thereof or interest therein, shall be subject to the Provisions herein. By acceptance of such conveyance or transfer, each lessee, transferee, or grantee, and each of their heirs, successors, transferees, or assigns agree to be bound by the Provisions herein;
3. The Provisions herein shall run with the land in perpetuity and shall be binding upon all successors and assigns and all future transferees and holders of an interest in the lands conveyed herein or any parcel, portion, or subdivision thereof;

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4. To the maximum extent permitted by law, the Provisions herein shall not be subject to waiver or abandonment due to non-enforcement or violation of any of the Provisions herein on all or any portion of the lands conveyed herein. No waiver of the breach of any of the Provisions herein shall constitute a waiver of a subsequent breach of the same Provision or any other Provision. No right of action shall accrue for or on account of the failure of any person to exercise any right created by these Provisions, nor for imposing any Provision which may be unenforceable;
5. These Provisions may be enforced by the United States on behalf of the United States Navy and/or the U.S. Environmental Protection Agency in a court of law. The interpretation and performance of these Provisions shall be governed by the laws of Alaska;
6. Upon violation of any of the Provisions herein, the United States may seek any available legal or equitable remedy to enforce the Provisions and shall be entitled to recover damages for violations of the Provisions herein under applicable federal or state law;
7. Any notice, demand, request, consent, approval, or communication that a party desires or is required to give another shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

Commanding Officer  
Naval Facilities Engineering Command  
Engineering Field Activity Northwest  
ATTN: Real Estate  
19917 Seventh Avenue NE  
Poulsbo, Washington 98370

Regional Director  
U.S. Fish and Wildlife Service  
1011 East Tudor Road, Suite 200  
Anchorage, Alaska 99503-6199

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State Director  
Bureau of Land Management  
222 West Seventh Avenue, #13  
Anchorage, Alaska 99513-7599

President and CEO  
The Aleut Corporation  
4000 Old Seward Highway, Suite 300  
Anchorage, Alaska 99503-6079

State of Alaska  
Department of Environmental Conservation  
555 Cordova Street  
Anchorage, Alaska 99501-2617

8. The determination that any Provision herein, or its application to any person or circumstance, is invalid shall not affect any other Provision herein or its application and the other Provisions herein shall remain in full force and effect;
9. Any general rule of construction to the contrary notwithstanding, the Provisions herein shall be construed so as to effect the purpose for which they were made part of this conveyance. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of these Provisions; and
10. All future transferees and holders of an interest in the lands conveyed herein shall include in any instrument conveying any interest in any portion of the lands conveyed herein a notice in substantially the following form:

NOTICE: The interest conveyed hereby is subject to the Provisions in the Interim Conveyance dated March 17, 2004, recorded [date, time, serial No.] in the Aleutian Islands Recording District, Third Judicial District, State of Alaska, in favor of, and enforceable by, the United States.

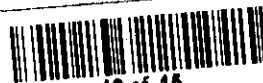
C. TERMINATION

These Provisions shall be vacated and shall be of no further force and effect upon the recordation in the Aleutian Islands Recording District,

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Third Judicial District, State of Alaska, by the United States of a Notice of Vacation of these Provisions. The United States shall execute and record a Notice of Vacation at such time as it determines with the concurrence of State and Federal regulators that the prohibited activities and other Provisions of this instrument are no longer necessary for the protection of human health and the environment.

The Notice of Vacation shall be executed by the United States, and state that the United States has determined that the Provisions are no longer necessary for the protection of human health and the environment, and further state that these Provisions are vacated thereby.

The current owner of the lands conveyed herein may request the United States to amend the Records of Decision and vacate these Provisions as to all of the lands conveyed herein, or as to a parcel or portion thereof. The United States, through the Department of the Navy and/or the U.S. Environmental Protection Agency, in its sole discretion, shall determine whether to grant the request or deny it. Nothing herein affects the Navy's or EPA's authority to select and perform additional response actions for the site in accordance with CERCLA and the National Contingency Plan, 40 CFR Part 300.

#### D. NOTICES AND COVENANTS

##### 1. Notices

##### a. Finding of Suitability to Transfer

A Finding of Suitability to Transfer (FOST) dated December 19, 2003, has been completed. It, along with the Records of Decision for Operable Unit A (OUA) and Operable Unit B-1 (OUB-1) which form the basis for the FOST, is available for inspection in Bureau of Land Management case file No. AA-82681, located at Anchorage, Alaska.

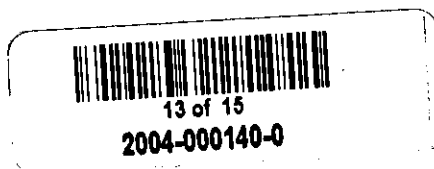
##### b. Hazardous Substance Notification

Pursuant to Sec. 120(h) of CERCLA, 42 U.S.C. § 9620(h), notice is hereby provided that the information set out in the Hazardous Waste/Hazardous

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Substance Deed Notification – Land Transfer Parcels 1A and 1B, dated May 2003, identifies the hazardous substances that were stored for one year or more, known to have been released, or disposed of on the lands conveyed herein. The Grantor, through the Department of the Navy, has made a complete search of its files and records concerning the lands conveyed herein, and found that the Hazardous Waste/Hazardous Substance Deed Notification – Land Transfer Parcels 1A and 1B, dated May 2003, provides:

- i. notice of the type and quantity of such hazardous substances;
- ii. notice of the time the storage, release, or disposal took place; and
- iii. a description of the remedial action taken, if any.

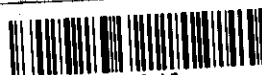
The Hazardous Waste/Hazardous Substance Deed Notification – Land Transfer Parcels 1A and 1B, dated May 2003, is available for inspection in Bureau of Land Management case file AA-82681, located in Anchorage, Alaska.

2. Grant of Covenant, Sec. 120(h)(3)(A)(ii)(I) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(I)

The Grantor covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the lands conveyed herein has been taken before the date of transfer.

3. Additional Remediation Obligation, Sec. 120(h)(3)(A)(ii)(II) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(II)

The Grantor covenants and warrants that with respect to any hazardous substance which became located on the lands conveyed herein prior to conveyance to the Grantee and which remains on the lands conveyed herein at the time of transfer, any additional remedial action found to be necessary after the date of this Interim Conveyance shall, subject to the



availability of appropriated funds, be conducted by the United States; provided, however, that this covenant shall not apply to the extent that the Grantee, its successors in interest, its transferees, its assignees, and any other person or entity occupying the lands conveyed herein pursuant to authorization from the Grantee causes or contributes to the release of hazardous substances on the lands conveyed herein.

IN WITNESS WHEREOF, the undersigned authorized officer of the Bureau of Land Management has, in the name of the United States, set his hand and caused the seal of the Bureau to be affixed this 17th day of March, 2004, in Anchorage, Alaska.



Henri R. Bisson  
State Director, Alaska

Return recorded document to:

THE ALEUT CORPORATION  
ONE ALEUT PLAZA SUITE 300  
4000 OLD SEWARD HIGHWAY  
ANCHORAGE, AK 99503

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