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COMMISSIONER'S QUITCLAIM DEED

THE GRANTOR, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, P.O. Box 196900, Anchorage, AK 99519-0690, hereinafter referred to as "the State", acting by and through its Commissioner, under the authority of A.S. 19.05.070, for and in consideration of One and No/100 ----(\$1.00) DOLLARS and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, subject to the below-described interests and conditions, does hereby release and quitclaim unto the **Matanuska-Susitna Borough**, whose mailing address is: 350 East Dahlia, Palmer, Alaska 99645, hereinafter referred to as "the **Borough**", all right, title, and interest, if any, not herein reserved unto the State, in and to that real property situated in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

All of Jensen Road (CDS #170010) right of way, acquired upon statehood as a portion of Bureau of Public Roads route #5703, as depicted on Exhibit "A", and through use, located in the Matanuska-Susitna Borough, within Township 17 North, Range 1 East, Section 16, Seward Meridian, from its junction with milepost 1.28 of the Parks Highway (CDS # 170000), commencing from the southerly right of way boundary of the Parks Highway, thence south for approximately 0.241 miles, more or less, to the road ending, as depicted on Exhibit "B", both Exhibits "A" and "B" being attached hereto and by this reference made a part hereof.

Subject to:

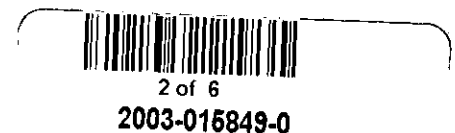
In consideration of this conveyance, the Borough agrees as follows:

1. The Borough is familiar with the property described above, including all rights-of-way, improvements, and structures located thereon hereafter referred to as the "road".
2. The Borough represents that it has inspected the road and is familiar with its design and quality of construction and has had sufficient opportunity to perform an environmental assessment of the property described above for the purpose of determining whether any hazardous substance contaminates the property. For purposes of these covenants, a "hazardous substance" is any chemical, metal, petroleum produce, or other material (or any combination of materials) that is regulated by any governmental agency in any quantity as a contaminant, hazardous material, or threat to health or safety.

3. The Borough shall hold the State, its officers, employees, and agents (collectively, "the State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this Deed and Assignment or relating to the property and facilities being deeded and the obligations being assigned.
 - A. Notwithstanding the foregoing, the Borough shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that:
 - a. to the maximum extent allowed by law, the Borough shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this grant, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the Borough assumes maintenance responsibilities for the facilities.
 - B. The Borough's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
 - C. Neither liability, claims or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.
4. Upon acceptance of this Deed and Assignment by the Borough, the State shall cease ownership, maintenance, and operation of the road and the Borough shall be solely responsible for its ownership, maintenance, and operation.
5. In the event that the premises cease to be dedicated to public use, the State may, upon reasonable notice, reenter and reoccupy the premises without compensation, for any public purpose.

In addition to the conveyance described above, and relating to the property and property interests therein conveyed to the Borough, the State hereby assigns to the Borough, for all events occurring after the date of this assignment, all its rights, powers, interests, and privileges in or arising from each and every one of the utility permits listed below:

<u>Permit Number</u>	<u>Permittee</u>	<u>Facility</u>
1-170010-95-157	MTA	BFC 6-24
1-170010-81-240	MTA	BFC 25-24
1-170010-96-235	MEA	600V URD 4/0 A.L.
1-170010-95-158	MEA	1/0 URD 2" PVC S/P 120/240V




<u>Permit Number</u>	<u>Permittee</u>	<u>Facility (cont.)</u>
1-170010-94-236	Enstar	2" Gas Line
1-170010-89-165	Enstar	2" Gas Line
C95-041	Enstar	SVC Connection
C96-032	Enstar	SVC Connection
C96-126	Enstar	SVC Connection


Dated this 14th day of May 2003.

MATANUSKA-SUSITNA BOROUGH

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION and PUBLIC FACILITIES



John Duffy
Borough Manager



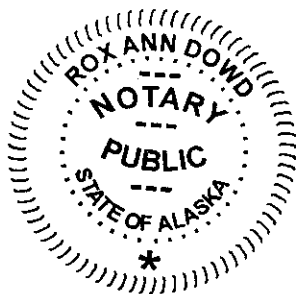
By: David R. Eberle
Regional Director, Central Region

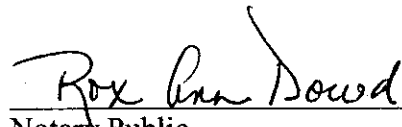
STATE ACKNOWLEDGMENT

STATE OF ALASKA)
) SS.
Third Judicial District)

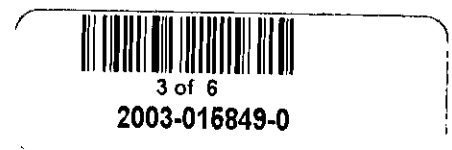
The foregoing instrument was acknowledged before me this 14th day of May, 2003 by David R. Eberle, Regional Director, Central Region.

My Commission Expires:





Notary Public



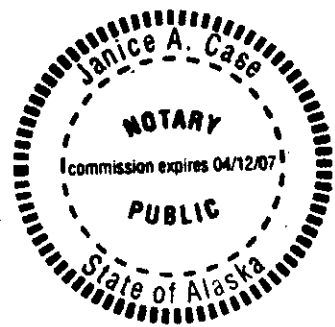
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that John Duffy, for and on behalf of the Borough, hereby accepts the conveyance of real property described in this instrument and consents to the recordation thereof: Commissioner's Quitclaim Deed.

John Duffy
JOHN DUFFY, Borough Manager

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of May, 2003.

My Commission Expires: 4/12/07



Janice A. Case
Notary Public

Return to:

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES
RIGHT OF WAY BRANCH
P.O. BOX 196900
ANCHORAGE, ALASKA 99519-6900

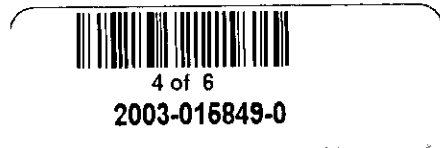
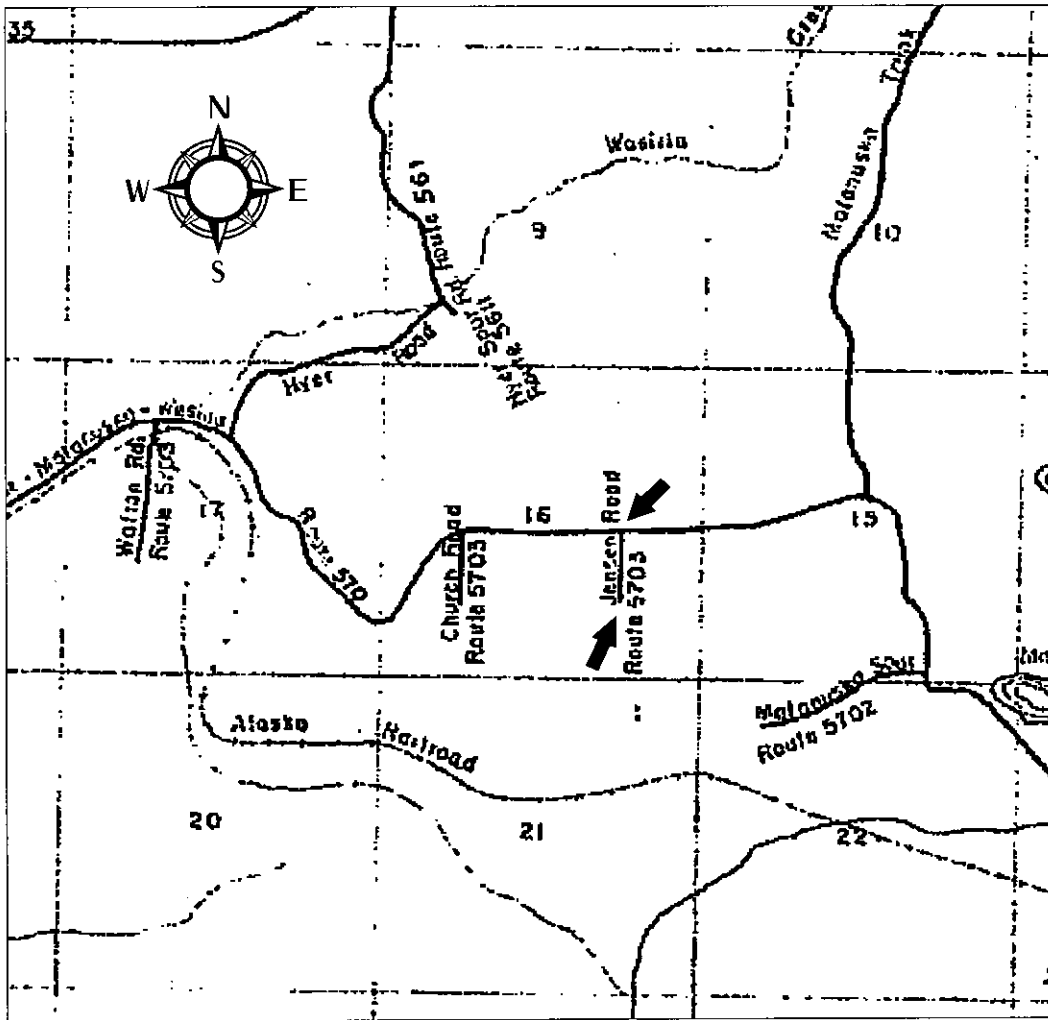


Exhibit A



Jensen Road—CDS #170010 / BPR #5703
 Bureau of Public Roads Vicinity Map, Matanuska, 1955

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION	
STATE'S INITIAL:	<u>AK</u>
BOROUGH'S INITIAL:	<u>MB</u>
ATTACHED TO:	<u>Commissioner's Quitclaim Deed</u>
DATED:	<u>05/14/2003</u>
EXHIBIT "A"	

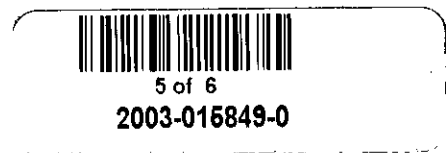
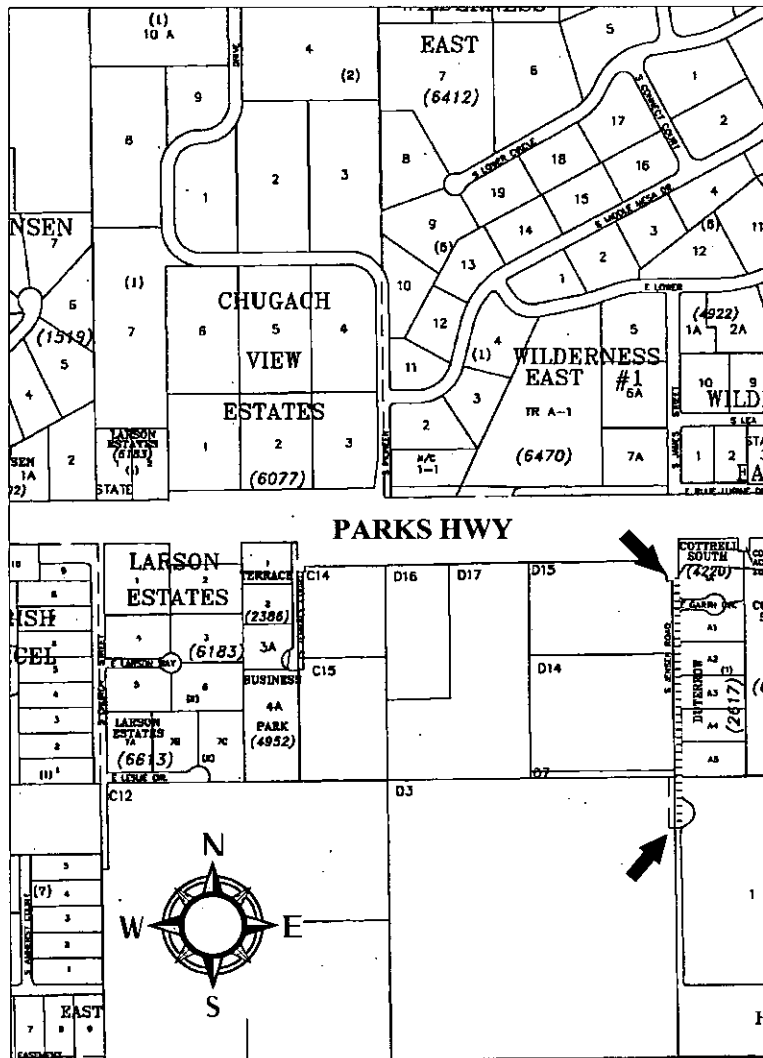


Exhibit B



Jensen Road—CDS #170010 / BPR #5703
 Matanuska-Susitna Borough Tax Map, April 2002

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION	
STATE'S INITIAL: <u>AK</u>	EXHIBIT "B"
BOROUGH'S INITIAL: <u>MS</u>	
ATTACHED TO: <u>Commissioner's Quitclaim Deed</u>	
DATED: <u>05/14/2003</u>	

