

**SUBJECT:** AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY APPROVING THE TERMINATION OF LEASES AND RELEASE BETWEEN THE MATANUSKA-SUSITNA BOROUGH AND NPI.

**AGENDA OF:** April 6, 2021

**ASSEMBLY ACTION:**

*Adopted without objection. KBJ 4.20.21*

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:**

*MB*

Route To:	Department/Individual	Initials	Remarks
	Originator	NS for Administration	
	Public Works Director	<i>TDL</i>	<i>26 MAR 2021</i>
	Community Development Director	<i>EP</i>	
	Port Director	<i>TMS</i>	
	Finance Director	<i>Q</i>	
	Borough Attorney	<i>NS</i>	
	Borough Clerk	<i>BOA for JRM</i>	

**ATTACHMENT (S) :** Fiscal Note: YES ☒ NO ☐  
Ordinance Serial No. 21-039 (2 pp)  
Term Sheet (2 pp)  
Agreement (25 pp)

**SUMMARY STATEMENT:** On April 12, 2001, the Matanuska-Susitna Borough and NPI first entered into a lease agreement for a parcel of land on the bluff directly overlooking Port MacKenzie. This Uplands Lease was for an initial term of 30 years with NPI also having the right to renew the lease for six additional 5 year periods. The maximum length of the Uplands Lease would have been until April 12, 2061. The Uplands Lease was amended and currently encompasses Tract 1 of PID I - NPI Subdivision, Addition #1, according to Plat 2001-148, filed December 26, 2001 in the Palmer Recording District, Third Judicial District, State of Alaska, and Tract 1-A, NPI Lease Expansion No. 1, according to Plat 2006-122 filed July 27, 2006 in the Palmer Recording District, Third

Judicial District, State of Alaska. These 2 parcels in the Uplands Lease total 40 acres. Rent under the Uplands Lease is charged on an annual basis.

Thereafter, on December 10, 2003, the Borough and NPI entered into an agreement titled "Dock Lease and Non-Exclusive Priority Use Right Agreement Between the Matanuska-Susitna Borough and NPI, LLC". This Dock Lease was for a term of 10 years with NPI also having the right to renew the lease for two additional 10 year periods. The maximum length of the Dock Lease would have been until December 12, 2033. The Dock Lease currently encompasses the NPI Loading Area, Existing Dock Area, and Easement Area as described in the Dock Lease. There is no periodic rent under the Dock Lease, rather, NPI made a one-time "\$3 Million Participation Payment" which the Borough used in constructing the Deep-Water Dock at Port MacKenzie.

In tandem, these leases, as shown in the highlighted attachment, granted NPI leasehold interests and use rights in the highlighted areas of the attached vicinity map.

NPI built a storage building on the Uplands Lease and also installed a conveyor system extending from the Uplands Lease through the area of the Dock Lease for the capability of loading bulk commodities at Port MacKenzie. There are other improvements and property on the leases.

On July 5, 2010, the Borough and NPI executed an amendment to both leases to revise some of the terms of the leases. This amendment came about through settlement discussions to end a lawsuit filed 2007 by NPI against the Borough in case 3PA-07-1321 CI. Among other things, the 2010 amendment amended the terms of the Uplands Lease and granted NPI \$1.375 million dollars in lease credits that could be used for the remainder of the lease term, and provided that any other new lease credits earned by NPI must be used in the calendar year in which they were earned and do not carry forward beyond the calendar year they were earned. Another change to the leases that is relevant here is that the lease terms were both aligned so that both the Uplands Lease and the Dock Lease terminate on the same date - December 31, 2041.

In 2016, Borough Administration and NPI began discussing a potential termination of the leases by agreement. In December 2018, then Manager John Moosey indicated to the Assembly that he did not intend to bring such an agreement to the Assembly and "The Manager made the decision to only take this forward for Assembly approval after significant demonstrated revenue and activity occurs." However, in 2020, before his departure as Borough Manager, Mr. Moosey indicated to the Assembly that discussions with NPI had never stopped and there was a potential to reach

agreement for termination of the leases with the main points of the agreement being reflected in a "Term Sheet."

Through various stages of negotiations and discussions the attached Agreement would accomplish the main points of the preliminary "Term Sheet." Further negotiations modified some points of the Term Sheet as follows,

- item 2 of the Term Sheet, indicates the tax liability is being transferred to the Borough. In the Agreement, the outstanding tax liability on the Dock Lease (since approx. 2016) and also the accrued taxes, if any, under both leases as of January 1, 2021, will be transferred to the Borough as a liability to the Borough and satisfied by the Borough with no further liability to NPI. Since the calendar year flipped to 2021, this clause needed to be added.
- item 4 of the Term Sheet, addressed environmental remediation. The parties negotiated various items discovered in the environmental review and the items in the environmental deficiency list will be resolved as addressed, modified, and in the timeframe as set out in Section IV of the Agreement.
- also pertaining to item 4 of the Term Sheet, the Agreement reads that if the remediation is not done, or proof not provided, the Borough will hire a contractor and deduct double the amount of the cost of remediation from the amounts due to NPI.
- pertaining to item 5 of the Term Sheet, under the Agreement, Phase One can be advanced by the Borough if it chooses to forego revenue and advance to Phase Two. Phase Two can be advanced by the Borough if it chooses to provide supplemental payments to NPI from other sources of revenue until NPI reaches the specified amount and advance to Phase Three.
- also pertaining to item 5 of the Term Sheet, it was always understood that payments to NPI are subject to appropriation and the Term Sheet indicates that no interest or offset will be applied to any amounts. Through further negotiations a clause has been added to the Agreement that if the payments are not appropriated, those payments will in fact gain interest and also an additional year will be added on to the term of the Agreement if it is in Phase Three. All other circumstances and payments in the Agreement are without interest as noted in the Term Sheet.
- also related to item 5 of the Term Sheet, in the Agreement, the Phase One, Phase 2, and buyout numbers were further reduced by \$50,000 to arrive at the final numbers in the

Agreement. This reduction was a result of negotiations related to the Environmental Deficiency List as part of how the parties arrived at the agreements as set out in Section IV of the Agreement.

- the Agreement has NPI transferring ownership of the following specified real property which ownership is to be transferred to the Borough along with all appurtenances, fixtures, use rights, credits, and rights to the property:
  - a storage building (along with its associated well and septic);
  - a loading hopper;
  - a conveyor system (along with the associated semi trailer and shed located near each end of the conveyor which hold the electrical system that operates the conveyor);
  - a scale (along with its associated scalehouse, scalehouse contents, and platform/deck); and,
  - all roads, parking areas, and asphalt pad(s).
- the Agreement has NPI transferring ownership of the following specified personal property:
  - all conveyor hoods stored or located on the Uplands Lease and Dock Lease.
- all other real and personal property will be removed by NPI. If the removal is not done, the Borough will hire a contractor and deduct double the amount of the cost of removal from the amounts due to NPI.

The Agreement has attachments which show the area leased, the Environmental Deficiency List, and forms for transfer of personal property and real property. Upon approval of the Agreement and execution by the parties, the Agreement and all its attachments will be recorded in the Palmer Recorder's Office.

The Term Sheet and the entire Agreement are attached.

**RECOMMENDATION OF ADMINISTRATION:** Adoption of legislation.



MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: April 6, 2021

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY APPROVING THE TERMINATION OF LEASES AND RELEASE BETWEEN THE MATANUSKA-SUSITNA BOROUGH AND NPI.

ORIGINATOR: NS for Administration

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>XX</u>	FUNDING SOURCE <u>Area wide/Port</u>
FROM ACCOUNT # <u>100 XXX XXX XXX</u>	PROJECT
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Chayenne Hensel</u>	CERTIFIED BY:
DATE: <u>3/25/2021</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		<u>XX</u>				
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund		<u>XX</u>				
State/Federal Funds						
Other						
TOTAL		<u>XX</u>				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

\* Amount is dependent on option selected

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

# Matanuska-Susitna Borough



September 18, 2020, 6:20 pm (updated version of September 15, 2020)

Re: Draft NPI Term Sheet

Proposed term sheet listing with NPI, LLC (NPI), the Lessee, and the Matanuska-Susitna Borough (MSB), the Lessor

1. NPI and MSB will cancel any and all agreements with the MSB in exchange for the following.
2. Any taxes due and not paid upon execution of this agreement will be transferred to the Borough as a liability to the Borough and satisfied by the Borough with no further liability to NPI. (September 30, 2020 estimate: \$535,322)
3. Previous credits provided to NPI will be transferred to the Borough.
4. The parcels must pass MSB's Land Management's environmental review requirements for a leased property being returned to the Lessor. All improvements located on the lands will become the property of the Borough.
5. REVENUE AND REVENUE SHARING:

REVENUE: The NPI based revenues include revenues generated directly from (1) the parcels currently leased, including the conveyor, and (2) all dockage and wharfage, related and unrelated to using the current parcels and conveyor.

## SHARING OF REVENUE:

The initial sharing shall begin with MSB receiving 100% and NPI 0%, and continuing until MSB receives \$772,000 and

Immediately after the MSB receives \$772,000, NPI will receive up to \$772,000 based on revenue sharing where MSB receives 50% and NPI receiving 50%, and

Immediately upon NPI receiving \$772,000, the 10 year term begins, with revenue sharing of MSB 80% and NPI 20%.

The payments to NPI is without interest or offset.

Note: The \$772,000 is the credits less tax debt.

6. TERM:

Immediately following NPI's receipt of \$772,000, a 10 year term will begin.

7. Two buyout options:

MSB may, or may not, exercise a buyout option of 4.0 million, no later than 24 months after the contract begins, less any revenue payments made to NPI, including the \$772,000, or

MSB at any time may, or may not, exercise a buyout option of \$6.5 million, less any revenue payments made to NPI, including the \$772,000.

James Wilson, MPA

Termination of Leases and Release  
FOR RECORDING IN THE PALMER RECORDING DISTRICT

**LEGAL DESCRIPTION:**

Within Township 14 North, Range 4 West, Section 25, Seward Meridian, Alaska more particularly described as:

Tract 1 of PID I – NPI Subdivision, Addition #1, according to Plat 2001-148, filed December 26, 2001 in the Palmer Recording District, Third Judicial District, State of Alaska,  
and

Tract 1-A, NPI Lease Expansion No. 1, according to Plat 2006-122 filed July 27, 2006 in the Palmer Recording District, Third Judicial District, State of Alaska.

AND

NPI Loading Area, Existing Dock Area, and Easement Area as more particularly described in the Dock Lease and Non-Exclusive Priority Use Right Agreement Between the Matanuska-Susitna Borough and NPI, LLC executed on December 10, 2003 within Palmer Recording District, Third Judicial District, State of Alaska.

LESSOR: MATANUSKA-SUSITNA BOROUGH

LESSEE: NPI, LLC

NUMBER OF PAGES: 25 (including this page)

**AFTER RECORDING RETURN TO:**

Matanuska-Susitna Borough  
Land and Resource Management Division  
350 E. Dahlia Avenue  
Palmer, Alaska 99645



**AGREEMENT FOR TERMINATION & TRANSFER OF IMPROVEMENTS,  
CREDITS, AND LIABILITIES BY MUTUAL AGREEMENT OF  
"LEASE"  
AND  
"DOCK LEASE AND NON-EXCLUSIVE PRIORITY USE RIGHT AGREEMENT  
BETWEEN THE MATANUSKA-SUSITNA BOROUGH AND NPI, LLC"  
AND  
WAIVER AND RELEASE OF ALL CLAIMS ("Agreement")**

**I. Parties.** The parties to this Agreement are the Matanuska-Susitna Borough, a municipal corporation ("Lessor" also referred to as the "Borough" herein), whose address is 350 E. Dahlia Avenue, Palmer, Alaska 99645 and NPI, LLC ("Lessee" also referred to as "NPI" herein), whose mailing address is 2131 W. 73 St., Tulsa, OK 74132.

**II. Existing Agreements.** At the time of executing this Agreement, the parties are bound by two separate agreements ("Leases"):

1) A "Lease" dated April 12, 2001, Serial Number MSB 003131, and as amended, in the records of the Palmer Recording District, Third Judicial District, State of Alaska (as may have been amended, the "Uplands Lease"); and

2) A "Dock Lease and Non-Exclusive Priority Use Right Agreement Between the Matanuska-Susitna Borough and NPI, LLC" executed on December 10, 2003, and as amended, within Palmer Recording District, Third Judicial District, State of Alaska (as may have been amended, the "Dock Lease").

Both parties acknowledge and agree that there are no other agreements or contracts between the parties which are in effect as of the Effective Date.

**III. Recitals.** The parties agree to the following facts which are incorporated into this Agreement:

The Uplands Lease and the Dock Lease expire on December 31, 2041.

Subject to the terms and conditions and in consideration of the mutual promises and covenants set forth herein, NPI and the Borough desire to mutually terminate both the Uplands Lease and the Dock Lease.

As of September 30, 2020, NPI had an outstanding and unpaid real property tax liability of \$535,322.00 owed to the Borough on the Dock Lease.

As of April 20, 2021, has an outstanding and unpaid real property tax liability of \$558,716.10 owed to the Borough on the Dock Lease.

As of September 30, 2020, NPI had \$1,307,322.00 (unaudited) in unused and available lease credits on the Uplands Lease.

NPI owns improvements on the Uplands Lease and the Dock Lease.

Through this Agreement and subject to the terms and conditions set forth herein, (a) NPI agrees to terminate both the Uplands Lease and the Dock Lease and transfer all of its interest in the leases to the Borough, (b) NPI agrees to transfer the specified improvements of a storage building, a loading hopper, scale (its associated scalehouse, scalehouse contents, and platform/deck), and conveyor system, along with all appurtenances, fixtures, use rights, credits, and rights in the building, hopper, scale (its associated scalehouse, scalehouse contents, and platform/deck), and conveyor system to the Borough, (c) NPI agrees to transfer the specified personal property listed in this Agreement to the Borough, and (d) NPI is transferring and being relieved of responsibility for the liability of its outstanding real property taxes on the Dock Lease in the amount of \$558,716.10, and any real property tax liability under both the Uplands Lease and the Dock Lease accruing on January 1, 2021, to the Borough.

Through this Agreement and subject to the terms and conditions set forth herein, (a) the Borough agrees to terminate both the Uplands Lease and the Dock Lease and accept all of NPI's interest in the leases, (b) the Borough agrees to accept ownership of the specified improvements of a storage building, a loading hopper, scale (its associated scalehouse, scalehouse contents, and platform/deck), and conveyor system, along with all appurtenances, fixtures, use rights, credits, and rights in the building, hopper, scale (its associated scalehouse, scalehouse contents, and platform/deck), and conveyor system from NPI, (c) the Borough agrees to accept the specified personal property listed in this Agreement from NPI, (d) the Borough agrees to not seek any additional or future rents or taxes due under the Leases or in connection with the real property which is the subject of the Leases or any personal property located on or in such real property, (e) the Borough will not seek costs to remove the specified improvements and/or the specified personal property on the Uplands Lease and the Dock Lease, and (f) the Borough is accepting NPI's liability of its outstanding real property taxes on the Dock Lease of \$558,716.10, and any real property tax liability under both the Uplands Lease and the Dock Lease accruing on January 1, 2021, and releasing NPI from any liability or responsibility for paying such taxes or any penalties or interest thereon.

The termination does not affect any of the following lease provisions which will survive termination of the Leases with respect to claims or events occurring prior to the Effective Date until December 31, 2023:

Section 12 of the Uplands Lease, Indemnification; and

Section 11 of the Dock Lease, Indemnity/Environmental Matters.

The Effective Date of this agreement is April 20, 2021.

In consideration of the termination of the Leases and the other covenants set forth above, the parties further agree to the following terms and conditions of this Agreement.

#### **IV. NPI's Obligations.**

Prior to the execution of this Agreement, environmental assessments of the Uplands Lease and Dock Lease were performed and both parties have reviewed the assessments. Specifically, Travis/Peterson Environmental Consulting performed a review in May 2020 titled "NPI BUILDING WASILLA, ALASKA PHASE I ENVIRONMENTAL SITE ASSESSMENT" consisting of 108 pages and a separate review in October 2020 titled "PID I-NPI ADD #1 - Tract 1 WASILLA, ALASKA PHASE I ENVIRONMENTAL SITE ASSESSMENT" consisting of 134 pages. As a result of these assessments, site observations conducted by Borough staff, and a previous "Technical Memorandum" in October 2012 performed by USKH the Borough prepared an Environmental Deficiency List, a copy of which is attached to this Agreement as Attachment B. Through this Agreement, NPI agrees to cure the deficiencies noted in the Environmental Deficiency List by August 1, 2021 at its sole expense except that through negotiations, the Environmental Deficiency list is amended such that on Lines 3, 4, and 15 insert the words "if available" at the end of each description, and Lines 12, 13, 16, and 23 are deleted. NPI further agrees at its sole expense to engage Travis/Peterson Environmental Consulting to prepare a report certifying that the deficiencies, as amended, have been cured and provide that report to the Borough by August 30, 2021.

Through and effective upon the Effective Date of this Agreement, NPI terminates and releases all its rights, obligations, and interest in, to, and under the Uplands Lease and Dock Lease except as provided in this Agreement.

Through and effective upon the Effective Date of this Agreement, NPI surrenders all rights and title in and to the Uplands Lease and Dock Lease and possession of the premises under both Leases shall revert to the Borough except as provided in this Agreement.

Concurrent with the execution of this Agreement, NPI will execute a bill of sale and limited warranty deed in the forms attached hereto as Attachments C and D conveying all specified improvements on Uplands Lease and Dock Lease of a storage building, a loading hopper, scale (its associated scalehouse, scalehouse contents, and platform/deck), conveyor system, and the specified personal property listed in this Agreement. The conveyance of the improvements shall be a fee simple title to all of NPI's rights, title, interest in, and to all of the real and personal property, free and clear of liens, covenants, encumbrances, easements, restrictions, rights, conditions of record, granted by, through or under NPI (a) except for the Leases, this

Agreement and any other title exceptions approved by the Borough before the recording of the limited warranty deed and excluding any easements, restrictions, encumbrances, or other matters affecting the land which were not created by, through or under NPI during the terms of the Leases, and (b) except as provided for in Section IX of this Agreement.

Through and effective upon the Effective Date of this Agreement, NPI's outstanding lease credits of \$1,307,000.00 under the Uplands Lease are hereby transferred to the Borough, which may be thereafter cancelled by the Borough at the Borough's option.

Through and effective upon the execution of this Agreement, NPI's outstanding real property tax liability of \$558,716.10 under the Dock Lease is transferred to and assumed by the Borough with NPI being released from liability therefor as further provided herein. In addition, any real property tax liability under both the Uplands Lease and the Dock Lease accruing on January 1, 2021, is transferred to the Borough.

Subject to the releases of liability by the Borough under this Agreement, no other property, liabilities, or obligations of NPI are transferred to the Borough.

No later than August 1, 2021, NPI will remove all real property located on the Uplands Lease and Dock Lease except for the following specified real property which ownership is to be transferred to the Borough along with all appurtenances, fixtures, use rights, credits, and rights to the property:

- a storage building (along with its associated well and septic);
- a loading hopper;
- a conveyor system (along with the associated semi trailer and shed located near each end of the conveyor which hold the electrical system that operates the conveyor);
- a scale (along with its associated scalehouse, scalehouse contents, and platform/deck); and,
- all roads, parking areas, and asphalt pad(s).

No later than August 1, 2021, NPI will remove all personal property from the Uplands Lease and Dock Lease except for the following specified personal property which ownership is to be transferred to the Borough:

All conveyor hoods stored or located on the Uplands Lease and Dock Lease.

The termination of the Leases hereunder does not affect the following lease provisions which shall survive termination of the Leases with respect to claims or events occurring prior to the Effective Date until December 31, 2023:

Section 12 of the Uplands Lease, Indemnification; and

Section 11 of the Dock Lease, Indemnity/Environmental Matters.



## **V. Borough's Obligations.**

Effective upon the Effective Date of this Agreement, the Borough hereby agrees to terminate the Uplands Lease and the Dock Lease and hereby releases NPI from performance under the same and all obligations thereunder except for the Surviving Lease Provisions subject to the terms herein.

Effective upon the Effective Date of this Agreement, the Borough accepts the rights and title to the specified real property of a storage building, a loading hopper, scale (its associated scalehouse, scalehouse contents, and platform/deck), and conveyor system, along with all appurtenances, fixtures, use rights, credits, and rights in the building, hopper and conveyor, and rights and title to the specified personal property listed in this Agreement.

Effective upon the Effective Date of this Agreement, the Borough agrees that (a) except as described in this Agreement, there are no further rents, taxes or other amounts due to it from NPI under the terms of the Leases or in connection with the personal property located on the premises under the Leases, and (b) it will not impose or seek to collect any additional or future rents, taxes or other amounts upon NPI under the Uplands Lease and the Dock Lease or taxes with respect to the real property or personal property located at the leased premises.

Effective upon the Effective Date of this Agreement, the Borough agrees it will not assess NPI a cost for the remediation, removal, and/or disposal of any specified real property (along with all appurtenances, fixtures, use rights, credits, and rights in the specified real property) or personal property listed in this Agreement which is being transferred from NPI to the Borough.

The Borough hereby releases, and agrees that it will not impose any future, obligations under the Uplands Lease and the Dock Lease on NPI except for the Surviving Lease Provisions subject to the terms hereof.

SUBJECT TO THE TERMS, NPI OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS AGREEMENT AND/OR IN THE BILL OF SALE OR DEED TO BE EXECUTED BY NPI PURSUANT TO THE TERMS HEREOF, THE BOROUGH AGREES THAT NPI'S TRANSFER OF THE ABOVE-DESCRIBED REAL PROPERTY AND PERSONAL PROPERTY AND ITS TRANSFER OF POSSESSION TO THE LAND AND REAL PROPERTY LEASED UNDER THE LEASES, IS MADE, AND THE BOROUGH HEREBY ACCEPTS SUCH PROPERTY AND POSSESSION, ON AN "AS-IS" AND "WHERE-IS" BASIS WITH ANY AND ALL FAULTS ACCEPTED IN ALL RESPECTS.

## **VI. Specified Remedies**

In the event NPI does not remove all real property and personal property from the Uplands Lease and Dock Lease, except for the specified real property and specified personal property being transferred to the Borough as described above, by August 1, 2021, then the Borough will contract with a third-party(s) for removal. Double the amount payable by the Borough under such contract(s) will be deducted from the total amount due to NPI under Section IX(3) (i.e. Phase Two of the revenue sharing agreement) and also deducted from the total amount due to NPI in the event the Borough exercises a buyout under Section IX(7) of this Agreement, and also deducted from the total amount due to NPI under Section IX(9) of this Agreement.

In the event NPI does not cure the deficiencies noted in the Environmental Deficiency List by August 1, 2021, and/or does not engage Travis/Peterson Environmental Consulting to prepare a report certifying that the deficiencies have been cured, and/or does not provide that report to the Borough by August 30, 2021, then the Borough will contract with a third-party(s) for cure and/or contract with Travis/Peterson Environmental Consulting to prepare a report certifying that the deficiencies have been cured. Double the amount of such contract(s) will be deducted from the total amount due to NPI under Section IX(3) (i.e. Phase Two of the revenue sharing agreement) and also deducted from the total amount due to NPI in the event the Borough exercises a buyout under Section IX(7) of this Agreement, and also deducted from the total amount due to NPI under Section IX(9) of this Agreement.

## **VII. Mutual Obligations/Miscellaneous Provisions.**

Both parties agree the termination of the Leases under this Agreement will relieve Lessee of any rental, performance or other obligations under the Leases from and after Effective Date, and will relieve the Borough and NPI of any future responsibilities or obligations under the Uplands Lease and the Dock Lease except as provided in this Agreement and except for the Surviving Lease Provisions subject to the terms hereof.

Venue & Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

Interpretation and Understanding. This Agreement will not be construed for or against either party, but will be construed according to the fair intent of its terms. Both NPI and the Borough acknowledge that they have read and understand the terms of the Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

Paragraph headings used in this Agreement are for the convenience and reference of the parties only and in no way limit the scope of this Agreement or the intent of any of the provisions hereof.

All understandings between the parties are set forth herein and there are no other agreements between the parties concerning the premises either oral, written or implied. This Agreement may not be amended or modified except in writing signed by both parties.

This Agreement and all rights and obligations set forth and described herein shall run with the land constituting the Leased Premises and inure to the benefit of, and be binding upon, the Borough and NPI and their successors and/or assigns. This Agreement may be executed in multiple counterparts, all of which shall be deemed to constitute one instrument.

#### **VIII. No Obligation or Restrictions on Port Operations or Ownership or Sale.**

Nothing in this Agreement obligates the Borough to operate Port MacKenzie, manage Port MacKenzie in any particular manner, or to keep Port MacKenzie available for use or any land available for rent or sale. Nothing in this Agreement prevents the Borough from granting credits, waiving charges, or providing any other incentives to users of Port MacKenzie for rental, sale, wharfage, dockage or any other charge.

Nothing in this Agreement obligates the Borough to maintain its current rates for wharfage, dockage, or any other charge, tariff, or fee associated with Port MacKenzie. The Borough may alter wharfage, dockage, charges, tariffs, and/or fees at Port MacKenzie at its sole and absolute discretion.

Nothing in this Agreement obligates the Borough to retain any assets being transferred to it under this Agreement and NPI has no control of, claim to, or interest in, any sale of those assets except as provided in Section IX below. The Borough may rent or sell any assets being transferred to it for any amount of money or no amount of money. Nothing in this Agreement obligates the Borough to retain ownership of Port MacKenzie or any title or interest in any lands or improvements whether they be related to Port MacKenzie or not.

#### **IX. Revenue Sharing/Buyout.**

1. On an annual basis, calculated at the end of the Borough annual fiscal year ending on June 30, the Borough will provide an accounting of all revenues actually received by the Borough generated directly from: (1) rental or sale of the parcels and/or real property, including the building, hopper, scale, and conveyor, in the area identified in Attachment A; (2) all dockage and wharfage at Port MacKenzie. Such accounting will be made only to the extent that Port MacKenzie is operational and the Borough has actually collected such rental, sale, dockage, and/or wharfage proceeds. The accounting will not apply to any forgone rental, sale,

dockage, and/or wharfage proceeds in the form of credits, waivers, incentives, and shall not apply to any delinquency or anticipated amount not actually collected as of June 30 each fiscal year. It is specifically understood that other revenues in the form of real or personal property taxes, special assessments, penalties, fines, licenses, and all other forms of revenue to the Borough, contemplated or un contemplated, are excluded from the calculations. In addition, charges or rentals of any facilities funded by a current or future grant program (including but not limited to the Terminal Building and Rail Improvements) which must be returned to the program are also excluded from the calculation of revenues under this section. Each accounting as described above along with any payments due from the Borough to NPI as a result of the revenues described therein shall be provided to NPI no later than August 30 of each year.

2. Phase One. Revenues as accounted in Section IX(1) above will be annually allocated with the Borough receiving 100% and NPI receiving 0%. This allocation will continue until the Borough's total aggregate sum of revenues received after the Effective Date of this Agreement total \$722,000. There is no time limit as to the duration of this allocation and the parties recognize it may take several years for the Borough to accumulate \$722,000.

The Borough reserves the right to forego all or some of the total aggregate sum so as to proceed to Phase Two at its sole and absolute discretion.

3. Phase Two. Upon completion of Phase One, revenues as accounted in Section IX(1) above will be annually allocated with the Borough receiving 50% and NPI receiving 50%. This allocation will continue until the NPI's total aggregate sum of revenues received after the date of this Agreement total \$722,000. There is no time limit as to the duration of this allocation and the parties recognize it may take several years for NPI to accumulate \$722,000.

The Borough reserves the right, but is not required, to provide supplemental payments to NPI from other revenue sources under Phase Two. In the event the Borough exercises this option, the revenue sharing will proceed to Phase Three only when NPI has received a total aggregate sum of revenues after the Effective Date of this Agreement in the amount of \$722,000. Such revenues to NPI may be from any source at the Borough's discretion.

4. Phase Three. Upon completion of Phase Two, revenues as accounted in Section IX(1) above will be allocated with the Borough receiving 80% and NPI receiving 20%. This allocation will continue for ten years after completion of Phase Two and end on June 30 of the tenth year regardless of the revenue amounts actually received and/or shared during the ten year term.

5. All dollar amounts and payments in this Section IX are absolute dollar amounts and calculations. No interest will apply except as provided in Section IX(8) below.



6. Nothing in this Section IX obligates the Borough to appropriate payments to NPI of revenues of the Borough collected from any other source, other than revenues actually received by the Borough generated directly from: (1) sale or rental of the parcels and/or real property, including the conveyor, in the area identified in Attachment A; (2) all dockage and wharfage at Port MacKenzie. It is specifically understood that other revenues in the form of real or personal property taxes, special assessments, penalties, fines, licenses, and any other forms of revenue, contemplated or un contemplated, are excluded from the calculations.

7. Notwithstanding the Phase One, Phase Two, and Phase Three revenue sharing provisions above, at any time, at the Borough's sole and complete discretion, the Borough may exercise a lump sum payout before April 20, 2023 in the amount of \$3,950,000. In the event the Borough has paid any amounts to NPI under Phase Two and Phase Three of this Agreement before exercising the lump sum payout before April 20, 2023, those amounts are to be subtracted from the total amount of \$3,950,000 and the lump sum buyout amount is the remainder.

Notwithstanding the Phase One, Phase Two, and Phase Three revenue sharing agreement above, at any time, at the Borough's sole and complete discretion, the Borough may exercise a lump sum payout on or after April 20, 2023 in the amount of \$6,450,000. In the event the Borough has paid any amounts to NPI under Phase Two and Phase Three of this Agreement before exercising the lump sum payout on or after April 20, 2023, those amounts are to be subtracted from the total amount of \$6,450,000 and the lump sum buyout amount is the remainder.

8. All payments to NPI under this Section IX are subject to annual appropriation by the Matanuska-Susitna Borough Assembly. The Borough Manager is obligated to make requests for appropriations to fund payments to NPI under this Section IX on an annual basis, however, both parties recognize such appropriations are not guaranteed to be approved by any future Borough Assembly. The parties recognize there is a risk that the future Borough Assembly will fail to appropriate, or the Mayor may veto appropriations necessary to fully fund payments to NPI under this section. In the event such requested appropriations fail, it is not a breach of this Agreement; provided, however, that any payments owed by the Borough to NPI under this Section IX which are not paid by the due date specified in Section IX(1) above (a) shall bear interest at the rate of three percent (3%) per annum from the date due until paid (b) shall be a continuing obligation and liability of the Matanuska-Susitna Borough in favor of NPI and clearly reported as an outstanding debt of the Port Enterprise Fund in addition to being shown anywhere else in the Borough's financial reports. In the event such appropriations fail, the Borough's obligation will continue to be that the Borough Manager make requests for appropriations under this Section IX, and to pay interest and make full payment pursuant and subject to the preceding sentence. If an appropriation fails while in Phase Three, an additional year will be added on to the term for each year the appropriation fails.

9. Upon the earlier of either: i) the expiration of the Phase Three term; or, ii) completion of the buyout and payment of the amount set forth in Section IX(7) before December 31, 2022; or, iii) completion of the buyout and payment of the amount set forth in Section IX(7) on or after 2022, then the revenue sharing/buyout provision of this Agreement will terminate.

#### **X. Mutual Release of Potential Claims.**

1. For and in consideration of the Agreement herein, and in accordance with the provisions of this Agreement, NPI, individually and on behalf of its representatives, successors, trustees, and assigns, completely, and unequivocally hereby releases and forever discharges Borough, its past, present, and future officers, directors, insurers, attorneys, agents, servants, representatives, employees, attorneys, parent corporations, subsidiaries, affiliates, predecessors and successors-in-interest, from any and all actions, causes of actions, liabilities, suits, controversies, demands, obligations, rights, costs, claims and damages of every kind and nature which have accrued, are accruing, or may accrue in the future and which arise from, relate to, or are argued in any way to relate to the Uplands Lease and/or the Dock Lease except as specifically provided for in Sections IV, V, and VII of this Agreement. Without limiting the foregoing, this release includes all causes of action of any type or nature that were or could have been alleged prior to the execution of this Agreement by NPI or by its representatives, heirs, executors, administrators, successors, trustees, and assigns against the above-released persons arising from, relating to, or are argued in any way to relate to the Uplands Lease and/or the Dock Lease except as specifically provided for in Sections IV, V, and VII of this Agreement.

2. For and in consideration of the Agreement herein, and in accordance with the provisions of this Agreement the Borough, individually and on behalf of its representatives, successors, trustees, and assigns, completely, and unequivocally hereby releases and forever discharges NPI, its past, present, and future officers, directors, insurers, attorneys, agents, servants, representatives, employees, attorneys, parent corporations, subsidiaries, affiliates, predecessors and successors-in-interest, from any and all actions, causes of actions, liabilities, suits, controversies, demands, obligations, rights, costs, claims and damages of every kind and nature which have accrued, are accruing, or may accrue in the future and which arise from, relate to, or are argued in any way to relate to the Uplands Lease and/or the Dock Lease except as specifically provided for in Sections IV, V, and VII of this Agreement. Without limiting the foregoing, this Release includes all causes of action of any type or nature that were or could have been alleged prior to the execution of this Agreement by the Borough or by its representatives, heirs, executors, administrators, successors, trustees, and assigns against the above-released persons arising from, relating to, or are argued in any way to relate to the Uplands Lease and/or the Dock Lease except as specifically provided for in Sections IV, V, and VII of this Agreement.

3. Both NPI and the Borough intend and agree that the scope of this Release shall extend to the Borough's and NPI's past, present, and future officers, directors, insurers, attorneys, agents, servants, representatives, employees, parent corporations, subsidiaries, affiliates, predecessors and successors-in-interest and all others who may in any way be responsible for any damages or harm sustained or alleged to be sustained in respect to the Uplands Lease and/or Dock Lease or any other matters; whether or not such parties are specifically named in this Agreement, and whether or not such damages are presently known or unknown. Both NPI and the Borough represent that they are each familiar with the decisions of the Alaska Supreme Court in Alaska Airlines v. Sweat, 568 P.2d 916 (Alaska 1977), and Witt v. Watkins, 579 P.2d 1065 (Alaska 1978), but both NPI and the Borough state that they each nevertheless intend that this Agreement shall discharge the released parties from liability for damages caused or enhanced or aggravated or contributed to by any other parties; and other such damages subsequently discovered or different in degree or kind than is now alleged, known, anticipated, or expected. It is specifically understood and agreed that the covenants herein contained are undertaken and the consideration herein described is made in order to obtain a full, final, and complete release for the released parties from whatever claims, known or unknown, that may now or hereafter result from the Uplands Lease and/or the Dock Lease, or the matters released herein. Both NPI and the Borough understand and agree that this Agreement shall not be rescinded nor modified due to any mistake as to the character or extent of any future damages or losses.

Both NPI and the Borough also represent that they are each familiar with the decisions of the Alaska Supreme Court in Young v. State of Alaska, 455 P.2d 889 (Alaska 1969); and in Totem Tug & Barge v. Alyeska Pipeline Co., 584 P.2d 15 (Alaska 1978), and it is still both NPI's and the Borough's true intent and desire to fully release all individuals, firms, or entities, who could, at any future date, be possible defendants in any action arising out of this matter as fully as though they were specifically listed and named herein.

Both NPI and the Borough also represent that they are each familiar with and have been advised about the decision of the Alaska Supreme Court in Industrial Commercial Electrical, Inc. v. McLees, 101 P.3d 593 (Alaska 2004), and both NPI and the Borough each hereby waive any right to later contend that this Agreement was executed in alleged reliance on any statements or allegations of any facts other than those set out in writing in this Agreement document.

Both NPI and the Borough hereby release any right either NPI or the Borough may now have or hereafter acquire to reform, rescind, modify, or set aside this Agreement for any mutual or unilateral mistake or otherwise. The risk of any such uncertainty or mistake is assumed by both NPI and the Borough as set forth hereinabove for the purpose of making a full, final, and complete compromise and settlement of any and all claims, disputes or otherwise arising out of the matters released herein.

4. Both NPI and the Borough agree that each will not, either individually or in concert with others, by virtue of further arbitration, contractual or judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any further action or proceeding of any nature, against any released party for damages of any kind, character or description, accrued, accruing, or hereafter to accrue, whether by assignment or otherwise, or any other relief related the matters released herein.

5. Both NPI and the Borough represent and warrant that the person(s) executing this Agreement on their behalf are fully and duly authorized to execute this Agreement, and that neither NPI nor the Borough has sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations, or causes of action as against each other. Both NPI and the Borough represent and warrant that no other person or entity has or had any interest in the claims, demands, obligations, or causes of action which may exist against the other in this Agreement.

6. Both NPI and the Borough agree and acknowledge that each accepts the terms of this Agreement as a full, final and complete compromise of all matters regardless of whether there are disputed issues. Both NPI and the Borough agree that neither the consideration given nor the negotiations pertaining to this settlement (including all statements, admissions, or communications by the parties hereto or their attorneys or representatives) shall be considered as an admission by either NPI or the Borough, and that no past or present admission of liability shall be implied by any of the provisions of this Agreement, the same being expressly denied.

7. Both NPI and the Borough acknowledge that no promises or inducements which are not expressed herein have been made to it, and in executing this Agreement neither NPI nor the Borough relies upon any statements or representations made by or on behalf of any person or entity hereby released, or by any persons representing it concerning the nature, extent, or duration of any damages, injuries, or losses, or the legal liability therefore.

#### **XI. Communications.**

All communications under this agreement will be in writing and be addressed to:

Matanuska-Susitna Borough  
Attn: Borough Manager  
350 E. Dahlia Avenue  
Palmer, AK 99645

NPI  
Attn: Dale Rich  
2131 W. 73 St.  
Tulsa, OK 74132



DATED to be effective as of the 20<sup>th</sup> day of April, 2021 (the "Effective Date").

**MATANUSKA-SUSITNA BOROUGH**

\_\_\_\_\_  
MICHAEL BROWN  
Borough Manager

**ACKNOWLEDGEMENT**

STATE OF ALASKA                     )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Michael Brown, to me known and known to me to be the individual named in, and who executed, the foregoing instrument for and on behalf of the Matanuska-Susitna Borough; that he is the Borough Manager of said Borough and is authorized to so execute; that he knew the contents thereof; and that he acknowledged to me the same was signed freely and voluntarily for the uses and purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED to be effective as of the 20th day of April, 2021 (the "Effective Date").

NPI, LLC

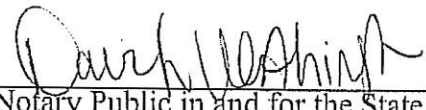
  
\_\_\_\_\_  
DALE RICH  
Manager

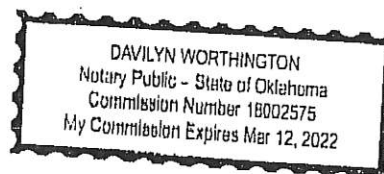
**ACKNOWLEDGEMENT OF LESSEE**

STATE OF OKLAHOMA           )  
  ) ss.  
COUNTY OF TULSA           )

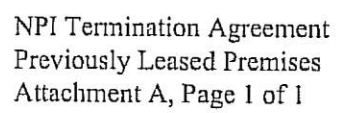
THIS IS TO CERTIFY that on the 27<sup>th</sup> day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Oklahoma, duly commissioned and sworn as such, personally appeared Dale Rich, to me known and known to me to be the individual named in, and who executed, the foregoing instrument for and on behalf of NPI; that he is the Manager of NPI, LLC and is authorized to so execute; that he knew the contents thereof; and that he acknowledged to me the same was signed freely and voluntarily for the uses and purposes therein stated.

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

  
\_\_\_\_\_  
Notary Public in and for the State of Oklahoma  
My Commission Expires: 3/12/2022



### Previously Leased Premises



**Attachment B**  
**Environmental Deficiency List**

NPI LEASE AREA ENVIRONMENTAL DEFICIENCY LIST

Date: November 4, 2020

By: Mike Campfield, P.E., Environmental Engineer, Matanuska-Susitna Borough

The Matanuska-Susitna Borough is in the process of terminating a lease of two parcels owned by the Borough with NPI. NPI used the parcels for commercial industrial purposes, and constructed a warehouse on one of the parcels that has subsequently been leased to COLASKA.

The following list of environmental deficiencies were noted during recent site visits by Borough staff, and a review of two Environmental Site Assessments completed on the two lease lots by Travis Petersen Environmental, Inc.

Western Parcel – Tract 1-A		
1	Remove 55 gallon drum in warehouse storage shed and superficial staining.	
2	Remove superficial staining under front end loader.	
3	Provide well log for drinking water well.	
4	Provide septic system "Document of Construction".	
5	Repair damaged septic system cleanouts.	
Eastern Parcel – PID --I-NPI ADD#1 - Tract 1		
6	Remove all four above-ground fuel storage tanks and contents along Lu Young Road (upper area).	
7	Remove hazardous substances in 55-gallon drums along Lu Young Road (upper area).	
8	Remove hazardous substances in 55-gallons drums east of conveyor (middle area).	
9	Remove superficial soil staining near 55-gallons drums along Lu Young Road (upper area).	
10	Remove anti-freeze barrels east of conveyor in overgrown storage area.	
11	Remove lead-acid batteries throughout industrial yard and in	

	overgrown storage area east of property line.	
12	Remove coal stock pile and coal residue from north end of industrial yard.	
13	Replace crushed storm drain outfall pipe.	
14	Clean underground storm drain system to free of clogs and debris. Verify operation.	
15	Provide record drawings for stormdrain system.	
16	Provide erosion control on fill slope at southeast corner of industrial yard and stabilize gullies on east slope near MSB water storage system.	
17	Remove small containers of paint oil, degreasers, cleaning products, etc. in various trailers and storage sheds.	
18	Remove 800-gallon underground storage tank along Lu Young Road.	
19	Remove 300-gallon hydraulic oil tank along Lu Young Road.	
20	Remove creosote railroad tie stockpile.	
21	Remove 55-gallon drums, buckets of oil, viscofier and other items located in shipping containers.	
22	Remove miscellaneous barrels and debris from overgrown laydown area east of property line.	
<b>Conveyor System Easement</b>		
23	Clean up leak from conveyor system electrical transformer.	

References:

1. NPI Building, Wasilla, Alaska, Phase I Environmental Site Assessment Prepared for COLASKA, Travis Petersen Environmental, Inc., May 2020.
2. PID I-NPI ADD#1 – Tract 1, Wasilla, Alaska, Phase I Environmental Site Assessment Prepared for Matanuska-Susitna Borough, Travis Petersen Environmental, Inc., October 23, 2020.



Attachment C  
Form of Bill of Sale

**ALASKA GENERAL BILL OF SALE**  
(FOR PERSONAL PROPERTY)

**1. THE PARTIES**

THE SELLER

NAME: NPI, LLC.

ADDRESS: 2131 W. 73 St., Tulsa, OK 74132

THE BUYER

NAME: Matanuska-Susitna Borough

ADDRESS: 350 E. Dahlia Avenue, Palmer, Alaska 99645

**2. PROPERTY DETAILS**

Description: All conveyor hoods stored or located within 1 mile of Port MacKenzie Alaska as of December 31, 2020.

Serial Number (if any): \_\_\_\_\_

**3. TRADE/PURCHASE PRICE**

☐ - Seller accepts monetary funds in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_ ) to be paid on;

☐ - The date of this bill of sale known as \_\_\_\_\_ 20\_\_\_\_.

☐ - At a future date no later than \_\_\_\_\_.

☐ - Other \_\_\_\_\_.

☒ - Seller accepts trade described as consideration as outlined in the "Agreement" among the parties with the effective date of April 20, 2021.

#### 4. SELLER(S) DISCLOSURE


SELLER DECLARES THE FOLLOWING STATEMENTS ARE TRUE AND HE:

- Has verified that the Personal Property details are correct and true;
- Is the lawful owner of the Personal Property and has the legal right to sell; and
- Has no knowledge of defects in the Personal Property other \_\_\_\_\_; and
- Assumes no responsibility after the transfer of ownership has taken place;

#### 5. SIGNATURE AREA

As of the Effective Date of the 20<sup>th</sup> day of April, 2021 the buyer and seller agree to the above described terms and conditions for the sale/trade/exchange of the Personal Property to fulfill the Agreement for Termination of Leases.

THE SELLER  
NPI, LLC.

  
\_\_\_\_\_  
DALE RICH  
Manager

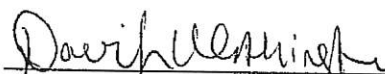
SELLER'S ACKNOWLEDGEMENT

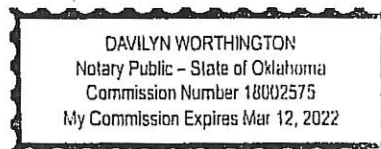
STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF TULSA                    )

THIS IS TO CERTIFY that on this 27<sup>th</sup>, day of March, 2021, before the undersigned, a Notary Public in and for the State of Oklahoma, personally appeared, Dale Rich, Manager of NPI, LLC, known to me to be the individual who executed the forgoing instrument, and he acknowledged to me that he executed the same as the free and voluntary act of said company, with the full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

  
\_\_\_\_\_  
Notary Public for State of Oklahoma  
My commission expires: 3/12/2022



THE BUYER

MATANUSKA-SUSITNA BOROUGH

\_\_\_\_\_  
MICHAEL BROWN  
Borough Manager

BUYER'S ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_, day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Michael Brown, the Borough Manager of the Matanuska-Susitna Borough, known to me to be the individual who executed the forgoing instrument, and he acknowledged to me that he executed the same as the free and voluntary act of said Borough, with the full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

Attachment D

Form of Limited Warranty Deed for Building and Improvements

**STATUTORY WARRANTY DEED FOR BUILDINGS AND IMPROVEMENTS**

The GRANTOR, NPI, LLC., whose address is 2131 W. 73 St., Tulsa, OK 74132, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the GRANTEE, Matanuska-Susitna Borough, whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, all interest it has in the real property, including but not limited to, the personal property improvements, buildings, and fixtures on the property further described as:

a storage building (along with its associated well and septic);

a loading hopper;

a scale (along with its associated scalehouse, scalehouse contents, and platform/deck);

a conveyor (along with the associated semi trailer and shed located near each end of the conveyor which hold the electrical system that operates the conveyor); and

all road improvements and parking area and asphalt pad(s) improvements.

All located within:

Tract 1 of PID I – NPI Subdivision, Addition #1, according to Plat 2001-148, filed December 26, 2001 in the Palmer Recording District, Third Judicial District, State of Alaska,  
and

Tract 1-A, NPI Lease Expansion No. 1, according to Plat 2006-122 filed July 27, 2006 in the Palmer Recording District, Third Judicial District, State of Alaska,  
and

Government Lot 4, Section 25, Township 14 North, Range 4 West, Seward Meridian, Alaska, Palmer Recording District, Third Judicial District, State of Alaska,  
and

The NPI Loading Area, Existing Dock Area, and Easement Area as more particularly described in the Dock Lease and Non-Exclusive Priority Use Right Agreement Between the Matanuska-



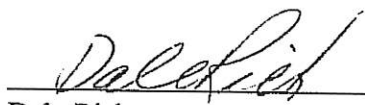
Susitna Borough and NPI, LLC executed on December 10, 2003 within Palmer Recording District, Third Judicial District, State of Alaska.

SUBJECT TO all reservation, exceptions, easements, covenants, conditions, restrictions, notes on plat, rights-of way of record, and all other restrictions of record, if any.

Dated to be Effective on April 20, 2021.

GRANTOR:

NPI, LLC

  
Dale Rich  
Manager

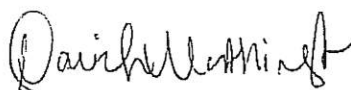
#### GRANTOR CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA     )  
  )ss.  
COUNTY OF TULSA        )

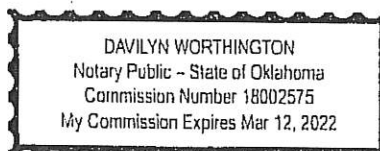
THIS IS TO CERTIFY that on this 27<sup>th</sup>, day of March, 2021, before the undersigned, a Notary Public in and for the State of Oklahoma, personally appeared, Dale Rich, Manager of NPI, LLC, known to me to be the individual who executed the forgoing instrument, and he acknowledged to me that he executed the same as the free and voluntary act of said company, with the full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

  
Notary Public for State of Oklahoma  
My commission expires: 3/12/2022

NPI Termination Agreement  
Limited Warranty Deed  
Attachment D, Page 2 of 3



GRANTEE:

MATANUSKA-SUSITNA BOROUGH

\_\_\_\_\_  
Michael Brown  
Borough Manager

GRANTEE'S ACKNOWLEDGMENT & ACCEPTANCE

STATE OF ALASKA            )  
                                      )ss.  
Third Judicial District        )

THIS IS TO CERTIFY that on this \_\_\_\_\_, day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Michael Brown, the Borough Manager of the Matanuska-Susitna Borough, known to me to be the individual who executed the forgoing instrument, and he acknowledged to me that he executed the same as the free and voluntary act of said Borough, with the full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

Return to: GRANTEE  
Land and Resource Management  
350 E. Dahlia Avenue, Palmer, Alaska 99645

NPI Termination Agreement  
Limited Warranty Deed  
Attachment D, Page 3 of 3