



SOUTHEAST ALASKA POWER AGENCY
Special Board Meeting
 (To be held electronically via Zoom)

AGENDA

APRIL 25, 2024 SEAPA SPECIAL BOARD MEETING		
Time	Event	For telephonic participation dial: 1.888.475.4499 Meeting ID No. 868 8658 5726
2 PM	Meeting Starts	
3 PM	Meeting Adjourns	

- 1. Call to Order**
 - A. Roll Call
 - B. Communications/Lay on the Table Items
 - C. Disclosure of Conflicts of Interest

- 2. Approval of the Agenda**

- 3. Persons to be Heard**

- 4. New Business**
 - A. Consideration of Tyee 3rd Turbine and Generator Design Contract
 - B. Consideration of Resolution #2024-097 Authorizing CEO to Take Further Action to Finalize Reclamation Bond Guaranty

- 5. Next Meeting Date**
 - June 26-27, 2024 Regular Meeting - Wrangell

- 6. Director Comments**

- 7. Adjourn**



SOUTHEAST ALASKA POWER AGENCY

Date: April 17, 2024
To: Robert Siedman, P.E., CEO
From: Mark Hilson, Project Manager
Subject: Tyee 3rd Turbine & Generator Design Contract

FISCAL NOTE:

New Generation Fund of \$1,864,653.88 covers this FY2024 Feasibility Budget Item (#1830-012) for the Tyee 3rd Turbine & Generator Design Contract.

SEAPA’s five-year Strategic Plan identified the need for a Third Turbine at its Tyee Hydroelectric Facility to meet the horsepower demands of Ketchikan, Petersburg, and Wrangell. This design contract will result in a shovel-ready design to include maximum horsepower criteria and construction cost estimates for the Tyee Third Turbine. SEAPA is in the process of seeking an amendment of its FERC license to add a third turbine. Design will additionally determine what capacity will be requested from FERC.

A Request for Proposals for the Tyee 3rd Turbine and Generator Design Contract was advertised on February 23, 2024. Four (4) bid(s) were received on April 15, 2024 as follows:

Bidder	City/State	Bid Amount
McMillen, Inc.	Boise, Idaho	\$858,837.00
Hatch Associates Consultants, Inc.	Seattle, Washington	\$893,688.77
Canyon Industries, Inc.	Deming, Washington	\$960,000.00
Stantec Consulting Services, Inc.	Anchorage, Alaska	\$1,368,932.40

Proposals were evaluated on price, design approach, technical design examples, qualifications of proposed design professionals, and completeness and quality of bid proposal documents.

Based upon evaluations of the bids, staff recommends award of the contract to McMillen, Inc. as having submitted the highest-ranking proposal based on the evaluation criteria for the firm-fixed value of \$858,837 plus a 5% contingency for unforeseen design modifications.

Please consider the following suggested motion:

SUGGESTED MOTION

I move to authorize staff to enter into a contract with McMillen, Inc. for SEAPA's Tyee 3rd Turbine & Generator Design Contract for the firm-fixed value of \$858,837, plus a 5% contingency of \$43,163 for unforeseen design modifications for a total not-to-exceed value of \$902,000.



SOUTHEAST ALASKA POWER AGENCY

RESOLUTION NO. 2024-097

Southeast Alaska Power Agency Resolution Authorizing CEO to Take Further Action to Finalize Reclamation Bond Guaranty

WHEREAS, on June 22, 2023, the Board of Directors of the Southeast Alaska Power Agency (“SEAPA”) adopted Resolution #2023-092 authorizing SEAPA to enter into the Second Amendment to the Lease and Easement Agreement (“Second Amendment”) with the Alaska Department of Natural Resources (“DNR”), a copy of which is attached and incorporated herein by reference.

WHEREAS, as part of the Second Amendment, DNR also requires SEAPA to provide an indemnity agreement posted from a surety bond company to furnish a surety bond to the DNR, as well as enter into the DNR’s Land Use Performance Guaranty, which outlines the obligations of the Land Use Bond and is required in order to allow for termination of the existing Reclamation Fund previously required by the DNR.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Southeast Alaska Power Agency have reviewed the indemnity agreement and DNR’s Land Use Performance Guaranty and hereby authorize SEAPA’s CEO to execute a General Agreement of Indemnity with a surety bond company and a State of Alaska, Department of Natural Resources, Division of Mining Land and Water, Land Use Performance Guaranty to facilitate and finalize the Second Amendment.

This Resolution No. 2024-097 was duly PASSED and ADOPTED by SEAPA’s Board of Directors on the 25th day of April 2024.

SOUTHEAST ALASKA POWER AGENCY

By _____
Robert Sivertsen, Chairperson

ATTEST:

Mason Villarma, Secretary/Treasurer



SOUTHEAST ALASKA POWER AGENCY

RESOLUTION NO. 2023-092

Southeast Alaska Power Agency Authorizing Reclamation Closure

WHEREAS, the Southeast Alaska Power Agency (SEAPA) has existing Lease and Easement agreements with the Alaska Department of Natural Resources (ADNR); and

WHEREAS, SEAPA, Kodiak Electric Association (KEA) and Copper Valley Electric Association (CVEA) were all members of the Four Dam Pool Power Agency (FDPPA) and as part of a restructuring of SEAPA, KEA and CVEA left the Agency; and

WHEREAS, in 2005, SEAPA established a custodial Reclamation Contingency Fund in accordance with the original Lease and Easement agreements, and ADNR required annual deposits of \$75,000 to the Fund, to which KEA and CVEA each contributed \$18,750 annually; and

WHEREAS, all parties to the Lease and Easement agreements seek to revise the agreements to allow KEA and CVEA to have separate Lease and Easement agreements with ADNR, and ADNR agrees that this in the best interest of all parties; and

WHEREAS, SEAPA has negotiated a revised Second Amendment to the Lease and Easement agreement with ADNR, attached and incorporated by this reference as **Exhibit 1**.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of SEAPA hereby agree that the Second Amendment to the Lease and Easement Agreement with ADNR is approved and SEAPA's CEO is authorized to execute the Second Amendment so long as it is in substantially the same form as **Exhibit 1**, and

IT IS FURTHER RESOLVED, that SEAPA's CEO is authorized to take all necessary steps to enter into a new Trust Agreement to receive SEAPA's payments into the ADNR Reclamation Fund and is further authorized to execute such new Trust Agreement and to arrange for the distribution of funds in the Trust to KEA and CVEA so long as ADNR has authorized such distribution.



SOUTHEAST ALASKA POWER AGENCY

RESOLUTION NO. 2023-092

This Resolution No. 2023-092 was duly PASSED and ADOPTED by SEAPA's Board of Directors on the 22nd day of June 2023 in Ketchikan, Alaska.

SOUTHEAST ALASKA POWER AGENCY

By Robert Sivertsen
Robert Sivertsen, Chairperson

ATTEST:

Ally Pung
Secretary/Treasurer

**SECOND AMENDMENT TO LEASE AND EASEMENT DOCUMENTS FOR THE
TYEE LAKE, SWAN LAKE, TERROR LAKE AND SOLOMON GULCH
HYDROELECTRIC PROJECTS**

This amendment is entered into between The Southeast Alaska Power Agency (“SEAPA”), formerly known as The Four Dam Pool Power Agency (“SEAPA”)¹, Copper Valley Electric Association, Inc. (“CVEA”), Kodiak Electric Association, Inc. (“KEA”), and the State of Alaska, Department of Natural Resources (“DNR”). This amendment shall be referred to as the “Second Amendment.” SEAPA, KEA and CVEA shall be referred to collectively as the “Parties” and each individually as a “Party.”

RECITALS

- A. WHEREAS, The Four Dam Pool Agency (“FDPPA”) and DNR entered into lease and easement agreements related to the Tyee and Swan Lake hydroelectric projects, which agreements are listed in Attachment A-1 (the “Swan/Tyee Agreements”). FDPPA and DNR also entered into lease and easement agreements related to the Terror Lake hydroelectric project, which agreements are listed in Attachment A-2 (the “Terror Lake Agreements”). FDPPA and DNR also entered into lease and easement agreements related to the Solomon Gulch hydroelectric project, which agreements are listed in Attachment A-3 (the “Solomon Gulch Agreements”).
- B. WHEREAS, FDPPA and DNR amended the Swan/Tyee Agreements pursuant to an agreement titled “Amendment to Lease and Easement Documents For Tyee and Swan Lake Hydro Projects,” dated April 6, 2005 (the “Swan/Tyee First Amendment”). FDPPA and DNR also amended the Terror Lake Agreement and Solomon Gulch Agreements pursuant to an agreement titled “Amendment to Lease and Easement Documents for Solomon Gulch and Terror Lake Hydro Projects,” dated April 6, 2005 (the “Terror Lake/Solomon Gulch First Amendment”). The Swan/Tyee First Amendment and the Terror Lake/Solomon Gulch First Amendment shall collectively be referred to as the “First Amendments.”
- C. WHEREAS, pursuant to the Asset Transfer Agreement (“ATA”), dated November 11, 2008, between SEAPA, KEA and CVEA, and consistent with the Joint Action Agency Agreement, KEA and CVEA have withdrawn from SEAPA as part of SEAPA’s restructuring. When the restructuring closed on February 24, 2009 (the “Closing”), the following became final:
- a. KEA purchased the Terror Lake hydroelectric project from SEAPA.
 - b. CVEA purchased the Solomon Gulch hydroelectric project from SEAPA.
 - c. SEAPA no longer held an interest in the Terror Lake and Solomon Gulch hydroelectric projects.

¹ In January 2009, the Four Dam Pool Power Agency’s changed its name to The Southeast Alaska Power Agency.

- d. KEA no longer held an interest in SEAPA and the Swan Lake, Tyee Lake, and Solomon Gulch hydroelectric projects.
 - e. CVEA no longer held an interest in SEAPA and the Swan Lake, Tyee Lake, and Terror Lake hydroelectric projects.
- D. WHEREAS, subject to the terms and conditions of the ATA and related documents, at Closing, SEAPA conveyed, transferred, assigned and delivered to KEA and KEA agreed to have transferred from SEAPA, all of SEAPA's right, title, and interest in and to the Terror Lake Project, including all of the real and personal property, contracts, contract rights, and other rights and interests relating to the Terror Lake Project, including, but not limited to the Terror Lake Agreements.
- E. WHEREAS, subject to the terms and conditions of the ATA and related documents, at Closing, SEAPA conveyed, transferred, assigned and delivered to CVEA and CVEA agreed to have transferred from SEAPA, all of SEAPA's right, title, and interest in and to the Solomon Gulch Project, including all of the real and personal property, contracts, contract rights, and other rights and interests relating to the Solomon Gulch Project, including, but not limited to the Solomon Gulch Agreements.
- F. WHEREAS, SEAPA and DNR desire to amend the Swan/Tyee Agreements to account for the change in ownership of the projects and hereby terminate all the terms and condition previously set out in the Swan/Tyee First Amendment related to performance guarantees for the Swan/Tyee Agreements.
- G. Similarly, KEA and DNR each desire to amend the Terror Lake Agreements to account for the change in ownership of the project and hereby terminate all the terms and conditions previously set out in the Terror Lake/Solomon Gulch First Amendment related to performance guarantees for the Terror Lake Agreements.
- H. Lastly, CVEA and DNR desire to amend the Solomon Gulch Agreements to account for the change in ownership of the project and hereby terminate all the terms and conditions previously set out in the Terror Lake/Solomon Gulch First Amendment related to performance guarantees for the Solomon Gulch Agreements.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SEAPA, KEA, CVEA, and DNR agree to the following:

TERMS AND CONDITIONS

1. Amendment. This Second Amendment is an amendment to, and fully enforceable as a term of, each of the Swan/Tyee Agreements, the Terror Lake Agreements, and the Solomon Gulch Agreements, all terms of which, except to the extent expressly modified herein, remain in full force and effect.

2. Breach/Remedies. A breach of this Second Amendment is a breach of the applicable recorded lease or easement agreement and all remedies available under the applicable agreement apply, to the same extent, to this Second Amendment.
3. Effective Date. This Second Amendment shall be effective as of the date all Parties have signed the document (the “Effective Date”).
4. Amending the Agreements to reflect the appropriate party. The Swan/Tyee Agreements and any Amendments and the Terror Lake/Solomon Gulch Agreements and any Amendments shall be amended to reflect the appropriate party consistent with this Second Amendment and as listed below:
 - a. All references to “FDPPA,” “Power Agency,” “lessee,” “grantee,” or other similar terms in the Swan/Tyee Agreements shall hereafter mean SEAPA, not FDPPA.
 - b. All references to “FDPPA,” “Power Agency,” “lessee,” “grantee,” or other similar terms in the Terror Lake Agreements and as it relates to the Terror Lake hydroelectric project shall hereafter mean KEA, not SEAPA or FDPPA.
 - c. All references to “FDPPA,” “Power Agency,” “lessee,” “grantee,” or other similar terms in the Solomon Gulch Agreements and the as it relates to the Solomon Gulch hydroelectric project shall hereafter mean CVEA, not SEAPA or FDPPA.
5. No Further SEAPA Liability for Terror Lake and Solomon Gulch: The Parties hereby agree that SEAPA is released from and shall have no further obligations or liability under the Terror Lake Agreements and Solomon Gulch Agreements.
6. No Further CVEA Liability for Swan/Tyee and Terror Lake. The Parties hereby agree that CVEA is released from and shall have no further obligations or liability under the Swan/Tyee Agreements and the Terror Lake Agreements.
7. No Further KEA Liability for Swan/Tyee and Solomon Gulch. The Parties hereby agree that KEA is released from and shall have no further obligations or liability under the Swan/Tyee Agreements and the Solomon Gulch Agreements.
8. No Joint and Several Liability. As detailed in this Second Amendment, the obligations of SEAPA, KEA and CVEA are separate and the Parties agree SEAPA, KEA and CVEA will not have any joint and several liability for any obligations assumed under this Second Amendment.
9. Assignment and Assumption. The Parties agree and acknowledge that the obligations and liabilities associated with the Terror Lake Agreements have been assigned to and assumed by KEA. The Parties agree and acknowledge that the obligations and liabilities associated with the Solomon Gulch Agreements have been assigned to and assumed by CVEA.
10. First Amendment Termination. The Parties agree that the “Amendment to Lease and Easement Documents For Tyee and Swan Lake Hydro Projects”, dated April 6, 2005 (the “Swan/Tyee First Amendment”) and the “Amendment to Lease and Easement Documents for Solomon Gulch and Terror Lake Hydro Projects”, dated April 6, 2005 (the “Terror

Lake/Solomon Gulch First Amendment”), are hereby terminated in their entirety, no longer bind the Parties, and each Party to this Agreement is hereby released from them.

11. Performance Guarantee. All Parties agree to work with their respective DNR/Division of Mining, Land & Water/Regional Land Office, to implement a Performance Guarantee arrangement consistent with the stipulations of the original authorizations, with each Party obtaining an independent arrangement for a Performance Guarantee.

12. Binding Effect. The covenants, agreements, terms, provisions and conditions contained in this Second Amendment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. Authority. Each Party hereto represents and warrants to the others that all necessary authorizations required for execution and performance of this Second Amendment have been given and that the undersigned is duly authorized to execute this Second Amendment and bind the Party for which it signs.

IN WITNESS WHEREOF, the Parties have each executed this Second Amendment as of the dates written below.

SIGNATURES FOLLOW ON NEXT PAGES

Dated: _____

Robert Siedman , ACEO
The Southeast Alaska Power Agency

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn as such, personally appeared _____ to me known and known to me to be the identical individual named in and who executed the foregoing instrument, and 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 Alaska
My commission expires: _____

Dated: _____

Travis Million, CEO
Copper Valley Electric Association, Inc.

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn as such, personally appeared _____ to me known and known to me to be the identical individual named in and who executed the foregoing instrument, and 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 Alaska
My commission expires: _____

Dated: _____

Darron Scott, CEO
Kodiak Electric Association, Inc.

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn as such, personally appeared _____ to me known and known to me to be the identical individual named in and who executed the foregoing instrument, and 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 Alaska
My commission expires: _____

Dated: _____

Chris Carpeneti, Southeast Regional Manager
Division of Mining, Land and Water
State of Alaska, Department of Natural Resources

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn as such, personally appeared _____ to me known and known to me to be the identical individual named in and who executed the foregoing instrument, and 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 Alaska
My commission expires: _____

Dated: _____

Samantha Carroll, Southcentral Regional Manager
Division of Mining, Land and Water
State of Alaska, Department of Natural Resources

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn as such, personally appeared _____ to me known and known to me to be the identical individual named in and who executed the foregoing instrument, and 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 Alaska
My commission expires: _____

ATTACHMENT A-1 – Swan/Tyee Agreements

TYEE LAKE PROJECT:

ADL 106841 - A Lease entered into on January 29, 2002, between the State of Alaska, Department of Natural Resources as lessor and The Four Dam Pool Power Agency as lessee, as recorded January 31, 2002, in the Ketchikan Recording District in Book 339, pp 524-544 and in the Wrangell Recording District in Book 35, pp 714-734, and then as amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 106842 – A Lease entered into on January 29, 2002, between the State of Alaska , Department of Natural Resources as lessor and The Four Dam Pool Power Agency as lessee, as recorded January 31, 2002, in the Ketchikan Recording District in Book 339, pp 466-486, and then as amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 103426 – Amendment No. 2 to an Easement titled “Right-Of-Way Permit” entered into on August 16th 1985, as recorded September 3, 1987, in the Wrangell Recording District in Book 16, pp 74 -85, the Petersburg Recording District in Book 29, pp 782 -793, and the Ketchikan Recording District in Book 151, pp 830 -841, then as 1st amended on April 23, 1996 as recorded in the Wrangell Recording District in Book 26, pp 285 -287, and 2nd amended on January 29, 2002, as recorded January 31, 2002, in the Wrangell Recording District in Book 35, pp 679 -694, the Petersburg Recording District in Book 71, pp 714 -729, and the Ketchikan Recording District in Book 339, pp 508 -523, and then as 3rd amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 104833 – Amendment No. 1 to an Easement titled “Right-Of-Way Permit” entered into on March 17 1987 as recorded in the Petersburg Recording District in Book 28, pp 866 -868, then as 1st amended on January 29, 2002, as recorded January 31, 2002, in the Wrangell Recording District in Book 35, pp 697 -713, the Petersburg Recording District in Book 71, pp 695 -711, and the Ketchikan Recording District in Book 339, pp 489 -505, then as 2nd amended on October 6, 2004, as document No. 000452-0 in the Wrangell Recording District, as document No. 000990-0 in the Petersburg Recording District, and as document No. 004321-0 in the Ketchikan Recording District, and then as 3rd amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 103267 – An Easement titled “Right of Way Permit” entered into on March 7, 1985 between the State of Alaska, acting through the Department of Natural Resources, Division of mining land and water and The Four Dam Pool Power Agency, as recorded August 26, 1987, in the Wrangell Recording District in Book 16, pp 26 -47, and the Petersburg Recording District in Book 29, pp 634 -655, then as 1st amended on October 6, 2004 as document No. 000450-0 in the Wrangell Recording District, and as document No. 000988-0 in the Petersburg Recording District, and then as 2nd amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 103762 – An Easement titled “Right-Of-Way Permit” entered into on May 26, 1987 between the State of Alaska, acting through the Department of Natural Resources, Division of lands as grantor and Alaska Power Authority as permittee, as recorded September 3, 1987, in the Wrangell Recording District in Book 16, pp 57 -73, then as 1st amended on October 6, 2004 as document No. 000448-0 in the Wrangell Recording District, and then as 2nd amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

SWAN LAKE PROJECT:

ADL 100921 – A Lease entered into on January 29, 2002 between the State of Alaska as lessor and The Four Dam Pool Power Agency as lessee, as recorded January 31, 2002, in the Ketchikan Recording District in Book 339, pp 415-435 and then as amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 106840 – A Lease entered into on January 29, 2002 between the State of Alaska as lessor and The Four Dam Pool Power Agency as lessee, as recorded January 31, 2002, in the Ketchikan Recording District in Book 339, pp 436-456 and then as amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ADL 106839 – An Easement entered into on October 6, 2004 between the State of Alaska, acting through the Department of Natural Resources, Division of Mining, Land and Water and The Four Dam Pool Power Agency as permittee as recorded in the Ketchikan Recording District as Document No. 004320-0 and then as amended on April 6, 2005, as recorded August 19, 2005, in the Ketchikan Recording District as 2005-003174-0, pp. 1-13, in the Wrangell Recording District as 2005-000307-0, pp. 1-13, and in the Petersburg Recording District as 2005-00683-0, pp. 1-13.

ATTACHMENT A-2 – Terror Lake Agreements

TERROR LAKE PROJECT:

ADL 204022 - A Lease Agreement entered into on January 31, 2002 between the State of Alaska, Department of Natural Resources as lessor and The Four Dam Pool Power Agency as lessee, and recorded in the Kodiak Recording District at Book 187, pp. 424-444 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 206462 - A Lease Agreement entered into on January 31, 2002 between the State of Alaska, Department of Natural Resources as lessor and The Four Dam Pool Power Agency as lessee, and recorded in the Kodiak Recording District at Book 187, pp. 403-423 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 204024 - A Right-of-Way/Easement Agreement entered into on January 31, 2002 between the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water as grantor and The Four Dam Pool Power Agency as grantee, and recorded in the Kodiak Recording District at Book 187, pp. 445-461 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 215520 —A Lease Application for a communication site previously authorized under an Easement titled “Right-of-Way Permit” which expired May 1, 2008. The Easement was entered into on May 3, 1983 between the State of Alaska, acting through the Department of Natural Resources, Division of Lands and grantor and the Division of Telecommunication Systems as grantee, and recorded in the Kodiak Recording District at Book 177, pp. 692-696, then assigned to The Four Dam Pool Power Agency on February 13, 2002, and recorded in the Kodiak Recording District on May 20, 2003 as 2003-001715-0, pp. 1-3, and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ATTACHMENT A-3 – Solomon Gulch Agreements

SOLOMON GULCH PROJECT:

ADL 67279 - A Lease Agreement entered into on January 31, 2002 between the State of Alaska, Department of Natural Resources as lessor and The Four Dam Pool Power Agency as lessee, and recorded in the Valdez Recording District at Book 148, pp. 49-69 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 80113 - A Right-of-Way/Easement Agreement entered into on January 31, 2002 between the State of Alaska, acting by and through the Department of Natural Resource, Division of Mining, Land and Water as grantor and The Four Dam Pool Power Agency as grantee, and recorded in the Valdez Recording District at Book 148, pp. 70-86 and in the Chitina Recording District at Book 61, pp. 850-866 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 201784 - A Right-of-Way/Easement Agreement entered into on January 31, 2002 between the State of Alaska, acting by and through the Department of Natural Resource, Division of Mining, Land and Water as grantor and The Four Dam Pool Power Agency as grantee, and recorded in the Valdez Recording District at Book 148, pp. 87-103 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 226314 - A Right-of-Way/Easement Agreement entered into on January 31, 2002 between the State of Alaska, acting by and through the Department of Natural Resource, Division of Mining, Land and Water as grantor and The Four Dam Pool Power Agency as grantee, and recorded in the Valdez Recording District at Book 148, pp 104-120 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 226315 - A Right-of-Way/Easement Agreement entered into on January 31, 2002 between the State of Alaska, acting by and through the Department of Natural Resource, Division of Mining, Land and Water as grantor and The Four Dam Pool Power Agency as grantee, and recorded in the Valdez Recording District at Book 148, pp. 121-138 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-12.

ADL 226316 - A Right-of-Way/Easement Agreement entered into on January 31, 2002 between the State of Alaska, acting by and through the Department of Natural Resource, Division of Mining, Land and Water as grantor and The Four Dam Pool Power Agency as grantee, and recorded in the Valdez Recording District at Book 148, pp. 139-156 and then as amended on April 6, 2005, as recorded April 15, 2005, in the Valdez Recording District as 2005-00221-0, pp. 1-1.