

**UNITED STATES DEPARTMENT OF THE INTERIOR
UNITED STATES FISH AND WILDLIFE SERVICE**

AGREEMENT FOR THE EXCHANGE OF LANDS

THIS AGREEMENT, made and entered into by and between THE KING COVE CORPORATION (KCC), a corporation organized under the laws of the State of Alaska, pursuant to the authority contained in the Alaska Native Claims Settlement Act (ANCSA), 43 U.S.C. §§ 1601, *et seq.*, for itself and its successors, and the UNITED STATES OF AMERICA (United States; U.S.) acting by and through the Secretary of the Interior, or his authorized representative (KCC and the United States are collectively referred to as “the Parties”). The authority for the exchange is section 1302(h) of the Alaska National Interest Lands Conservation Act (ANILCA), Pub. L. 96-487, 94 Stat. 2475 (1980), as amended by Pub. L. 100-395, § 201, 102 Stat. 979, 981 (1988) (codified at 16 U.S.C. § 3192(h)).

RECITALS

WHEREAS, King Cove, Alaska, is an isolated Aleut Native village, recognized as a village under ANCSA, which is located at the terminus of the Alaska Peninsula at the beginning of the Aleutian Island chain in southwest Alaska, approximately 625 miles southwest of Anchorage, Alaska, and 18 miles southwest of Cold Bay, Alaska.

WHEREAS, King Cove is a community within the Aleutians East Borough and is accessible only by boat or plane.

WHEREAS, there are two Tribes recognized by the United States based in King Cove: the Agdaagux Tribe of King Cove and the Native Village of Belkofski.

WHEREAS, in the 2020 census, the population of King Cove was 757 residents, and the population of Cold Bay was 50 residents.

WHEREAS, King Cove has a short, gravel runway located in a narrow valley surrounded by mountains where high winds and turbulence are frequently present and thus can be reached only by small aircraft during daylight hours under visual flight rule regulations, and it is closed an average of 100 days a year.

WHEREAS, the Cold Bay airport is Alaska’s fourth-longest paved civilian runway and is suitable for use for all-weather air transportation including by air evacuation to Anchorage hospitals by jet aircraft.

WHEREAS, the residents of King Cove do not have regular or reliable access to the State of Alaska’s transportation network via the Cold Bay airport because inclement weather prevents small aircraft from flying between King Cove and Cold Bay.

WHEREAS, inclement weather is also an impediment to seagoing vessels transiting

14 miles of open ocean between the community of King Cove and the community of Cold Bay. Among other things, patients needing a medical evacuation (medevac) from King Cove by water cannot withstand the buffeting of the sea, particularly in the same inclement weather that prevents medevac by air.

WHEREAS, there is an approximate 13-mile gap between the road leading out of King Cove and the road into the Cold Bay airport.

WHEREAS, there have been 217 medevacs from King Cove since December 23, 2013, including 32 by the U.S. Coast Guard because commercial medevac carriers determined that it was too dangerous to fly into King Cove.

WHEREAS, King Cove residents, U.S. Coast Guard servicemembers, and others have died or risked death attempting to travel to and from King Cove and from being unable to travel from King Cove to the Cold Bay airport for medevac transport to Anchorage hospitals by jet aircraft.

WHEREAS, the 2012 Alaska Federal Lands Long Range Transportation Plan documented over 70 miles of roads (63 miles of gravel roads and 8 miles of dirt roads) that had been constructed across the Izembek isthmus by the military during World War II, and the land requested for a road corridor aligns with these historic roads where possible. During the period of military operations at Cold Bay, overland travel across the Izembek isthmus was possible and the communities of King Cove and Cold Bay were connected by jeep trail.

WHEREAS, the King Cove City Council passed a resolution in 1976 requesting the State of Alaska to consider building a road to permanently connect the two communities.

WHEREAS, in 1980, without addressing the foregoing City Council Resolution or engaging in any consultation with the Agdaagux Tribe of King Cove, the Native Village of Belkofski, KCC, or the City of King Cove, Congress designated almost the entirety of the existing Izembek National Wildlife Refuge (Izembek Refuge) as Wilderness.

WHEREAS, Congress has twice passed legislation in the past 25 years that attempted to address the health and safety issues raised by the lack of a road by providing separate means for King Cove residents to access the airport at Cold Bay, neither of which has resulted in a viable long-term solution that is affordable or otherwise meets the needs of King Cove residents.

WHEREAS, KCC owns the surface estate of certain lands located within the external boundaries of the Izembek Refuge and Izembek Wilderness (the KCC Exchange Lands), which are identified on the attached map (Exhibit A).

WHEREAS, the United States owns the surface and subsurface estate of certain lands located within the external boundaries of the Izembek Refuge, managed by the U.S. Fish and Wildlife Service (Service), which are delineated in U.S. Survey No. 14495, Alaska, requested by KCC for the construction, operation, and maintenance of a road linking King Cove with the Cold Bay airport (the U.S. Exchange Lands).

WHEREAS, the intent of this Agreement is to make an equal value exchange pursuant to ANILCA section 1302(h). To that end, the U.S. Exchange Lands and KCC Exchange Lands have been appraised.

WHEREAS, in plans completed as early as 1985 and 1998, the Service identified the area that includes the KCC Exchange Lands as high priority lands for conservation.

WHEREAS, the lands the United States acquires from the KCC Exchange Lands will, by operation of ANILCA section 103(c), become part of the Izembek Refuge and Izembek Wilderness. This exchange is expected to increase the overall number of acres in the Izembek Refuge and Izembek Wilderness.

WHEREAS, the lands the United States acquires from the KCC Exchange Lands will be subject to the priority for subsistence uses set out in ANILCA Title VIII, while any lands that the United States conveys to KCC will no longer be subject to that priority. The Parties anticipate this exchange will increase the number of acres to which ANILCA Title VIII applies.

WHEREAS, by acquiring the KCC Exchange Lands, the United States increases the overall amount of land managed for conservation and subsistence uses.

WHEREAS, the improved access between the Cold Bay airport and the community of King Cove resulting from this exchange will also provide the public opportunities to experience and enjoy the Izembek Refuge.

WHEREAS, KCC also has selection rights under ANCSA to 5,430 acres located within Izembek Refuge and Izembek Wilderness that contain high value wetlands supporting Izembek Lagoon, which is a designated Wetland of International Importance under the Ramsar Convention, and KCC will relinquish its selection rights to these lands and select alternative lands that are not located within the Izembek Refuge.

WHEREAS, portions of the U.S. Exchange Lands and KCC Exchange Lands are located within a Formerly Used Defense Site (FUDS) as defined in U.S. Army Corps of Engineers (USACE) Engineer Regulation No. 200-3-1, Formerly Used Defense Sites (FUDS) Program Regulation (Sept. 2020).

WHEREAS, environmental response actions and military munitions responses on FUDS are conducted by USACE under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.*, and the Defense Environmental Restoration Act, 10 U.S.C. §§ 2700 *et seq.*

WHEREAS, in October 1957, the U.S. Air Force certified that the portions of the FUDS located within what is currently the Izembek Refuge, with the exception of specified water bodies west of the U.S. Exchange Lands, had been cleared of dangerous and/or explosive materials that were reasonably possible to detect and recover and designated those lands for unrestricted future use.

WHEREAS, the United States completed Phase I Environmental Site Assessments

(ESAs) for the U.S. Exchange Lands and the KCC Exchange Lands in accordance with the requirements of 40 CFR Part 312.

WHEREAS, the Phase I ESA conducted for the U.S. Exchange Lands included a “complete search of agency files” as required under section 120(h)(1) of CERCLA, 42 U.S.C. § 9620(h)(1).

WHEREAS, the Phase I ESA conducted for the KCC Exchange Lands did not identify Recognized Environmental Conditions on that property.

WHEREAS, the Phase I ESA for the U.S. Exchange Lands did not identify any documented historical storage, release, or disposal of hazardous substances on the property, but there is potential for the presence of unexploded ordnance (UXO), discarded military munitions (DMM), and munitions constituents (MC) due to the property’s location within a FUDS.

WHEREAS, this exchange will provide a corridor for the construction and operation of a public road between King Cove and Cold Bay that will improve public health and safety and provide affordable transportation, enhancing access to goods and services, all of which would improve the quality of life for KCC shareholders, tribal members, other residents of King Cove, and the general public who will have a permanent connection to and from King Cove.

WHEREAS, the exchange furthers the dual purposes Congress declared in ANILCA section 101(d) that it sought to strike a balance between: a) protecting the national interest in the scenic, natural, cultural, and environmental values of the public lands in Alaska and b) providing adequate opportunity for satisfaction of the economic and social needs of the State of Alaska and its people, including public health and safety, subsistence uses, and reliable transportation and utility systems.

WHEREAS, KCC represents that the land exchange for a road corridor furthers the community sustainability and development goals of the Agdaagux Tribe of King Cove and the Native Village of Belkofski and is consistent with Indian self-determination.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the Parties hereto covenant and agree as follows:

AGREEMENT

- A. The Parties acknowledge the accuracy of the foregoing Recitals and incorporate them as a substantial and material part of this Agreement.
- B. The Parties agree to the exchange of real property interests set forth below and agree to be bound thereby. The Parties agree that the exchange is made pursuant to the Secretary of the Interior’s authority under section 1302(h) of ANILCA, as amended, 16 U.S.C. § 3192(h), and that this Agreement is an action leading to the issuance of a conveyance under ANILCA to an Alaska Native Corporation, which is therefore subject to section 910 of ANILCA, 43 U.S.C. § 1638.

- C. In consideration of conveyance by the United States to KCC of the surface and subsurface estate interests it holds in Lots 1 and 2 (approximately 484 acres) and the subsurface interests it holds in Lot 3 (approximately 6 acres) in the U.S. Exchange Lands as delineated in U.S. Survey No. 14495, Alaska, subject to any valid existing rights, KCC agrees to convey to the United States the surface estate of certain lands it owns in:

T. 57 S., R. 88 W. (Surveyed Township) Seward Meridian, Alaska

Section 1, 2 and 3;

Section 4, lots 1, 2, and 7;

Section 5, lots 1 to 9, inclusive

Section 6, lots 1 to 4, inclusive;*

Section 7, lots 1 and 2; and

Section 12;

subject to any valid existing rights, (the KCC Exchange Lands).

* While reflecting the correct acreage, Patent No. 50-90-0653, in which the United States conveyed these lands to KCC in 1990, used the wrong lot designation in the land description. The land description includes Lot 4 in Section 6 despite the amended plat of survey removing Lot 4 and redesignating it as Lot 5. The United States agrees to receive the lands based on the land description used in Patent No. 50-90-0653 and count the acreage as if Lot 5 were conveyed correctly. In return, KCC agrees to disclaim any rights it may have in Lot 5.

- D. KCC represents and warrants to the United States that none of the KCC Exchange Lands are subject to conveyance pursuant to section 14(c) of ANCSA, 43 U.S.C. § 1613(c), or subject to any known third-party possessory rights.
- E. The United States represents and warrants to KCC that none of the U.S. Exchange Lands to be conveyed to KCC are subject to any Native allotments, federal mining claims, federal withdrawals, or any known third-party possessory rights.
- F. The Parties agree the land exchanged under this Agreement will not result in any change to KCC's ANCSA entitlement.
- G. The Parties agree that:
- i. The road, if any, constructed on the land conveyed to KCC pursuant to this Agreement (Road) shall be constructed and maintained to the standards for a two-way, single-lane road as set forth in the American Association of State Highway and Transportation Officials Guidelines for Geometric Design of Very Low-Volume Local Roads (AASHTO 2001, 2004, *updated in 2019*). The Road shall be a gravel road (i.e., not surfaced with asphalt or concrete).
 - ii. Construction and operation of any road shall comply with any terms and conditions that implement Reasonable and Prudent Measures and requirements for monitoring, reporting, review, and disposition of any specimens specified in the Biological Opinion from the Service. Construction and operation of any road shall also comply with the

recommended conservation measures specified by the National Marine Fisheries Service regarding Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act, as agreed between KCC and the Service as reflected in the Service's response letter to the National Marine Fisheries Service dated July 25, 2025. KCC has also committed to mitigation measures as part of the Final Proposed Action with Addendum for the Proposed Izembek Land Exchange, dated October 14, 2025, for design, construction, operation, and maintenance of the road corridor; these measures are incorporated into this Agreement.

- iii. The patent to KCC shall reserve to the United States a right of access providing ingress and egress to the U.S. Exchange Lands for the purposes of 1) gaining access to Izembek Refuge lands, 2) monitoring impacts to Izembek Refuge resources, and 3) allowing it to meet its future obligations, if any, under section 120(h)(3)(A)(ii)(II) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(II).
 - iv. Each party is to bear its own attorney's fees and expenses.
- H. The Parties have reviewed and accept the appraisals of U.S. Exchange Lands, dated September 3, 2025, and of the KCC Exchange Lands, dated August 25, 2025, and agree to use the respective opinions of the lands' market value for determining an equal value exchange.
- I. Following the proposed conveyance of the U.S. Exchange Lands as described in subparagraph O.1, KCC shall convey to the United States the KCC Exchange Lands described in Paragraph C. Because the value of the U.S. Exchange Lands is less than the value of the KCC Exchange Lands, the United States agrees to pay, and KCC agrees to accept, cash to equalize the value of the exchange.
- J. Notwithstanding the foregoing paragraphs A–D, KCC, in addition to conveying the KCC Exchange Lands, will relinquish its selection rights under ANCSA to 5,430 acres located within the Izembek Refuge on the east side of Cold Bay, located in Township 57 South, Range 87 West, Seward Meridian Sections 3 to 5; Sections 9 and 10; Section 15; Section 22; Section 27; and Section 34, identified and outlined in black on the map attached as Exhibit A. The Parties agree that the relinquishment of selections within the Izembek Refuge will not be given a monetary value for purposes of this exchange because KCC remains entitled to the conveyance of 5,430 acres of federal public land previously selected, but not yet conveyed, under ANCSA. KCC agrees to identify alternative selected lands for conveyance that are not located within the Izembek Refuge within 1 year of the effective date of this Agreement or the conclusion of litigation opposing this Agreement, whichever is later.
- K. The Parties agree that an abstract of title, title insurance, or other evidence of title to the KCC Exchange Lands, satisfactory to the Department of the Interior's Solicitor's Office, will be obtained by the United States at its expense.
- L. The Parties agree not to do, nor cause others to do, any act by which the value or title to lands owned by them (and referenced in this Agreement) may be diminished or encumbered,

during the term of this Agreement. It is further agreed that any loss or damage occurring prior to the exchange by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the owner of the affected land at the time of the loss or damage.

M. Conveyance by the United States of the U.S. Exchange Lands shall be by patent (preceded by Interim Conveyance if necessary) issued by the Bureau of Land Management. The U.S. Patent shall be subject to the terms and conditions of this Agreement. Conveyance of the surface estate by KCC to the United States of the KCC Exchange Lands shall be by Warranty Deed and by relinquishment of selection rights, as the case may be, in a form acceptable to the Parties.

N. It is mutually understood and agreed by the Parties that this Agreement may not be assigned or transferred in whole or in part by either of the Parties, and any assignment or transfer in violation hereof shall be null and void and of no force or effect.

O. Environmental Due Diligence, Compliance, and Remediation

1. Conveyance of the U.S. Exchange Lands

- a. In conveying the U.S. Exchange Lands to KCC, the United States will comply with section 120(h) of CERCLA, 42 U.S.C. § 9620(h), and 40 C.F.R. Part 373.
- b. The Phase I ESA for the U.S. Exchange Lands did not reveal any documented history of hazardous substance storage, release, or disposal on that property. Nonetheless, the United States hereby provides notice consistent with section 120(h)(1) of CERCLA, 42 U.S.C. § 9620(h)(1), that the U.S. Exchange Lands are located within a FUDS and that there is the potential for UXO, DMM, and MC on the property. The United States will provide the separate notice required under section 120(h)(3)(A)(i) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(i) in the patent to KCC.
- c. Pursuant to section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), the patent to the U.S. Exchange Lands will include the following covenants: (1) that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of the transfer; and (2) that any additional remedial action found to be necessary after the date such transfer shall be conducted by the United States.
- d. The conveyance to KCC will include a restriction in the patent that requires the steps noted in subparagraph O.2.
- e. The United States will reserve a right of access on the U.S. Exchange Lands to allow it to meet its future obligations, if any, under section 120(h)(3)(A)(ii)(II) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(II).

2. Remediation of the U.S. Exchange Lands after Conveyance

- a. If KCC discovers any condition that indicates the presence of hazardous substances, UXO, DMM, or MC, it will promptly notify USACE, the Service, and the Bureau of Land Management of the discovery.

- b. Upon notification by KCC, the United States will investigate and, if necessary, take measures to address threats to human health or the environment posed by the newly discovered conditions in accordance with applicable law. The obligation described in this paragraph does not extend to new environmental conditions that did not exist as of the date of the conveyance to KCC.
 - c. The United States shall bear all costs relating to any required environmental site assessments and related compliance and remediation, if any, of the U.S. Exchange Lands; provided, however, that KCC shall be solely responsible for the costs of any environmental investigations or remediation that is necessary as a result of the actions or omissions of KCC or its agents after it acquires the U.S. Exchange Lands.
- P. The Parties commit to negotiating in good faith to develop an agreement concerning the Izembek Refuge to help ensure that the Agdaagux Tribe, the Native Village of Belkofski, and KCC's expertise, traditional Indigenous knowledge, and cultural and spiritual interests are meaningfully integrated into the stewardship of these ancestral homelands.
- Q. This Agreement shall become effective only upon its execution by both Parties, and the effective date of the Agreement shall be the date upon which the last of the Parties signs the Agreement.
- R. General Provisions:
- 1. The Parties mutually covenant and agree that this Agreement and any exhibits thereto embody the whole agreement of the Parties regarding the land exchange, and there are no promises, terms, conditions, or obligations other than those contained or referred to in this Agreement.
 - 2. This Agreement may be amended, modified, or supplemented only by a written amendment signed by the Parties hereto with the effective date of any amendment being the date upon which the last of the subscribed Parties signs the amendment.
 - 3. The Parties agree that clerical and typographical errors contained herein may be corrected upon written notice to the other Party, unless such errors are deemed substantive or otherwise objected to by any Party by written notice within sixty (60) days of the original notice.
 - 4. Nothing in the Agreement shall be interpreted to require the obligation or payment of funds by the Service or other federal agency in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.
 - 5. No member of, delegate to, or resident commissioner in Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom unless the share or part or benefit is for the general benefit of a corporation or company.
 - 6. This Agreement contains the entire agreement between the Parties and

supersedes any and all prior written and/or oral agreements. The Parties agree that any oral or written representations made by any Party hereto during the negotiation of this Agreement which are not incorporated by writing into this Agreement are not binding.

7. The commitments, obligations, promises, representations, and warranties contained in this Agreement shall survive the closing and delivery of the deeds and patent.
8. This Agreement may be executed in counterparts, including by facsimile or electronic signature, and all such counterparts taken together shall be one and the same instrument.
9. All notices, requests, orders, and other communications under this Agreement shall be in writing unless expressly provided otherwise and shall be deemed to have been duly given if delivered personally to the addressee, upon receipt if mailed by certified or registered mail, return receipt request, with postage prepaid, or by email acknowledged by the receiving party, as follows:

To: U.S. Fish and Wildlife Service
Attn: Chief, Division of
Realty 1011 E Tudor Rd., MS 211
Anchorage, Alaska 99503
Fax: 907-786-3901

With a copy to (which shall not be deemed to be requisite notice):

Refuge Manager
Izembek National Wildlife Refuge
P.O. Box 127
Cold Bay, Alaska 99627
Fax: 907-524-3251

To: King Cove Corporation
Attn: President Dean Gould
P.O. Box 38
King Cove, Alaska 99612
Fax: 907-497-2444
nstar84@icloud.com

With a copy to (which shall not be deemed requisite notice):

King Cove Corporation
Attn: Chief Executive Officer Chantae Kochuten
P.O. Box 38
King Cove, Alaska 99612
chantae.kochuten@kingcovecorp.com

or to such other addresses as any Party may from time to time designate in a written notice to the others in the manner provided above.

10. Should litigation be brought by either Party or by a third party which results in a delay of the times for action set out in this Agreement, the deadline for such action shall be extended for ninety (90) days beyond the date after which the delay caused by such litigation terminates.
11. Time is of the essence for this Agreement. The Parties jointly agree to use their best efforts to expedite all provisions and tasks of this Agreement, including but not limited to conveyances and any other action needed to fully implement this Agreement.
12. Should circumstances or events occur that are not covered by this Agreement, the Parties agree to use their best efforts to resolve any problems arising out of such circumstances in a spirit of good faith and fair dealing.
13. If a Clause in this Agreement is determined by final judgment of any court of competent jurisdiction to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect and remain binding on the Parties; provided, however, that either Party may terminate this Agreement within ninety (90) days of such final judgment declaring a Clause unlawful or unenforceable if the Party determines in its sole judgment that the Clause was a fundamental term or condition of this Agreement.

The persons signing below represent that they have legal authority to execute this Agreement on behalf of their respective Federal agency and corporation.

The King Cove Corporation

Date: 10/21/2025


Chief Executive Officer

U.S. Department of the Interior

Date: Oct 21, 2025

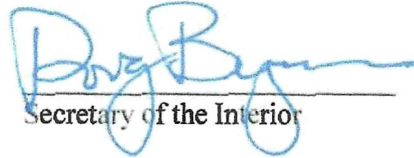

Secretary of the Interior

EXHIBIT A

