

## CORPORATION WARRANTY DEED

This Deed is made as of the 27<sup>th</sup> day of April, 1995, by and between the CITY OF SHISHMAREF, the Municipal Corporation of Shishmaref, Alaska (hereinafter called the GRANTOR) and the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (hereinafter called the GRANTEE). The mailing address of the GRANTOR is General Delivery, Alaska 99772. The mailing address of the GRANTEE is 2301 Peger Road, Fairbanks, Alaska 99709.

The GRANTOR, for and in consideration of the benefit of the public and other good and valuable considerations, hereby conveys and warrants to the GRANTEE, all present and future acquired right, title and interest held by the GRANTOR, if any, in and to the surface estate of that certain real property lying and being within Protracted Section 23, Township 10 North, Range 35 West, Kateel River Meridian, located in the Cape Nome Recording District, Second Judicial District at Shishmaref, Alaska, and more particularly described as Parcels C-1 and C-2 within the Exhibits A and B attached hereto and by this reference made a part hereof.

The GRANTOR warrants that there are no liens encumbrances, charges or claims affecting the surface estate of the land conveyed herein which were created by or are a result of any action taken by the GRANTOR.

IN WITNESS WHEREOF, the City of Shishmaref, acting in accordance with the terms and conditions of that certain City of Shishmaref City Council Resolution No. 95-05 dated March 7, 1995, and by and through its Mayor who has affixed his name and seal hereto, has caused this Deed to be executed in its behalf on the 27<sup>th</sup> day of April, 1995.

CITY OF SHISHMAREF



(MUNICIPAL SEAL)

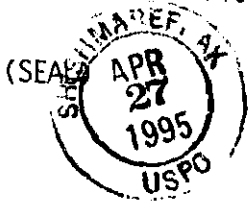
By: Zaccheus William Barr  
Zaccheus William Barr  
Mayor

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 )ss.  
SECOND JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 27 day of April, 1995, before me, a Notary Public in and for Alaska, personally appeared Zaccheus William Barr, to me known and known to me to be the Mayor of the City of Shishmaref, named in the foregoing instrument, and he acknowledged to me that he had in his official capacity aforesaid, executed the foregoing Corporation Warranty Deed as the free act and deed of the said Municipal Corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.



\* Steve O. Kuejman  
Notary Public in and  
for Alaska  
My Commission expires: February

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the State of Alaska, Department of Transportation and Public Facilities, Right of Way Section, GRANTEE herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of July, 1995.

DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

By: [Signature]  
For the Commissioner

Project No. 66478  
N/C State Business

After Recording Hold for:  
Rose Martell-Greenblatt  
DOT&PF ROW  
2301 Peger Road  
Fairbanks, AK 99709

Corporation Warranty Deed

Shishmaref Airport  
Parcels C-1 and C-2

**Parcel C-1**

A parcel of land lying within protracted Section 23, T10N R35W, Kateel River Meridian, Alaska, and more particularly described as follows:

Commencing at the intersection of the north line of Tract VI of the Shishmaref Airport and the east line of Lot 20, Block 1 of the Shishmaref ANCSA 14 (C) Airport Survey, filed in the Nome Recording District on October 14, 1994 as Plat No. 94-12;

THENCE bearing N 63°32'48" E along the boundary of Tract VI of the Shishmaref Airport a distance of 823.01 feet to an angle point on the boundary of said Tract VI and the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE bearing N 63°32'48" E a distance of 154.94 feet to the beginning of a curve;

THENCE along a curve to the right, with a delta angle of 40°16'33", a chord length of 188.67 feet bearing N 83°41'04" E, an arc length of 192.61 feet, a radius of 274.00 feet, and a tangent length of 100.48 feet to the north Right of Way of Tract IX of the Shishmaref Airport;

THENCE along the north line of Tract IX on a non-tangent curve to the right, with a delta angle of 41°24'56", a chord length of 217.89 feet bearing S 42°50'20" W, an arc length of 222.71 feet, a radius of 308.10 feet, and a tangent length of 116.47 feet to a point of tangency;

THENCE continuing along the north line of Tract IX bearing S 63°32'48" W a distance of 128.26 feet to the boundary of Tract VI of the Shishmaref Airport ;

THENCE bearing N 26°27'12" W along the boundary of Tract VI of the Shishmaref Airport a distance of 142.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel, comprising 38,581 square feet, more or less.

**Parcel C-2**

A parcel of land lying within protracted Section 23, T10N R35W, Kateel River Meridian, Alaska, and more particularly described as follows:

Commencing at the intersection of the north line of Tract VI of the Shishmaref Airport and the east line of Lot 20, Block 1 of the Shishmaref ANCSA 14 (C) Airport Survey, filed in the Nome Recording District on October 14, 1994 as Plat No. 94-12;

THENCE bearing N 63° 32' 48" E along the boundary of Tract VI of the Shishmaref Airport a distance of 823.01 feet to an angle point on the line of said Tract VI;

THENCE bearing S 26° 27' 12" E along the boundary of Tract VI a distance of 242.00 feet to the south Right of Way of Tract IX and the TRUE POINT OF BEGINNING of the herein described parcel;

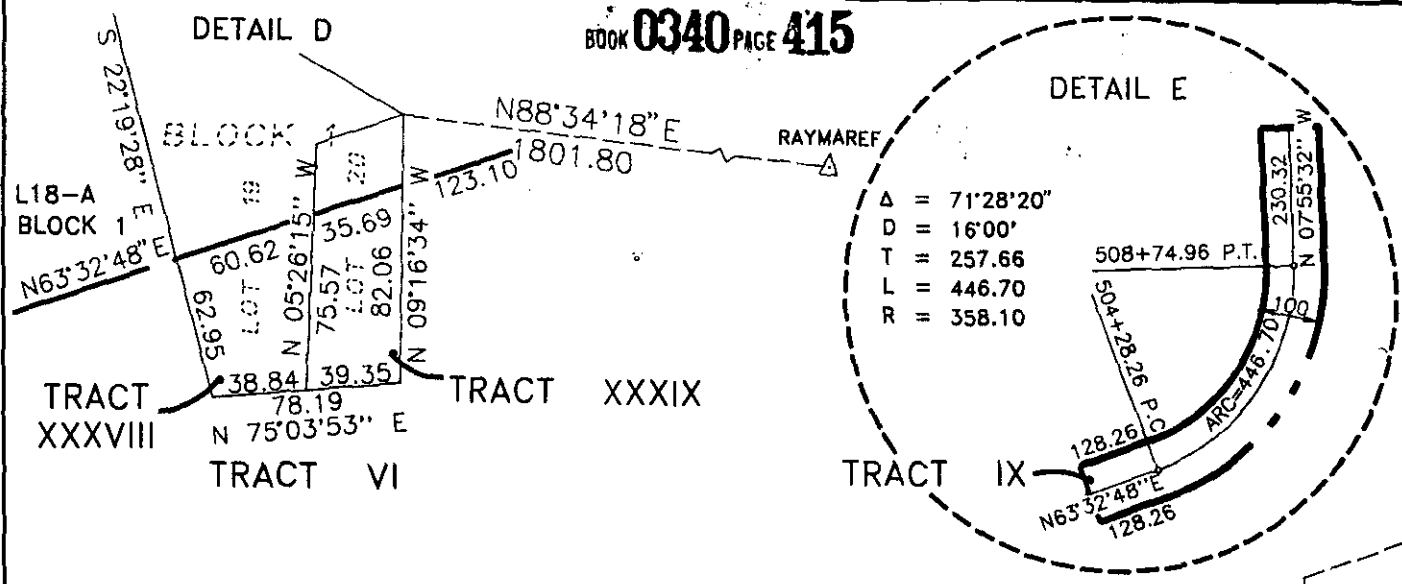
THENCE bearing N 63° 32' 48" E along the south Right of Way of Tract IX a distance of 128.26 feet to the beginning of a curve:

THENCE continuing along the south Right of Way of Tract IX on a curve to the left, with a delta angle of 43° 52' 59", a chord length of 304.98 feet bearing N 41° 36' 18" E, an arc length of 312.56 feet, a radius of 408.10 feet, and a tangent length of 164.40 feet to a point on the south Right of Way of Tract IX of the Shishmaref Airport;

THENCE bearing S 26° 27' 12" E a distance of 151.96 feet to a point on the boundary of Tract VI of the Shishmaref Airport ;

THENCE bearing S 63° 32' 48" W along the boundary of Tract VI of the Shishmaref Airport a distance of 411.15 feet to an angle point on the boundary of Tract VI:

THENCE bearing N 26° 27' 12" W along the boundary of Tract VI of the Shishmaref Airport a distance of 38.00 feet to the south Right of Way of Tract IX and the TRUE POINT OF BEGINNING of the herein described parcel, comprising 64,268 square feet, more or less.

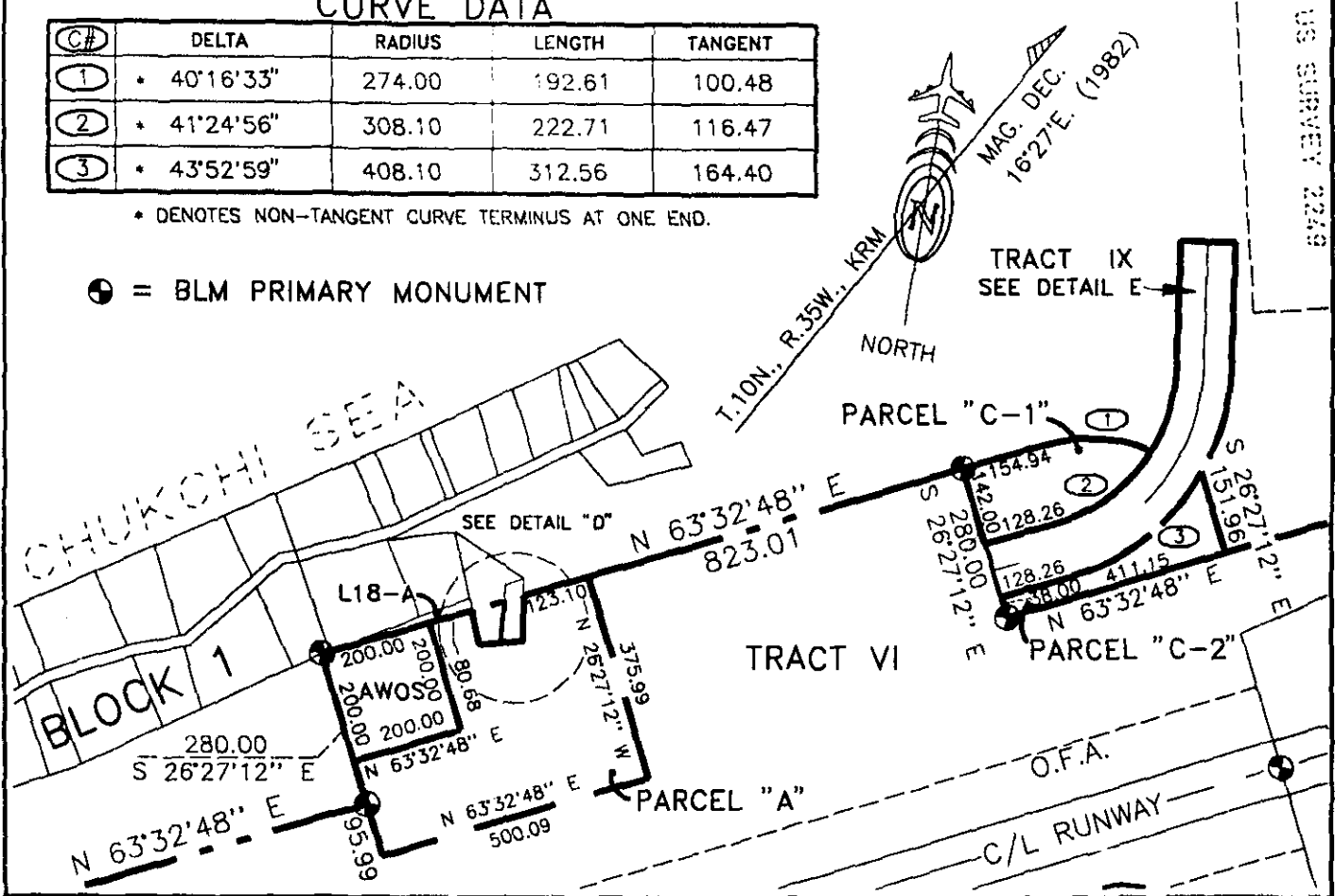


CURVE DATA

C#	DELTA	RADIUS	LENGTH	TANGENT
①	* 40°16'33"	274.00	192.61	100.48
②	* 41°24'56"	308.10	222.71	116.47
③	* 43°52'59"	408.10	312.56	164.40

\* DENOTES NON-TANGENT CURVE TERMINUS AT ONE END.

⊙ = BLM PRIMARY MONUMENT



STATE OF ALASKA  
 DEPARTMENT OF TRANSPORTATION  
 AND PUBLIC FACILITIES

LAND TRANSFER FOR  
 SHISHMAREF AIRPORT

DRAWING		PROJECT NO. _____	
1 OF 1		AREA _____ PARCEL NO. _____	
SCALE 1" = 300'		DATE 2/2/95	

mjl 2/2/95

(907) 649-3781 or 649-4811

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*City of Shishmaref*SHISHMAREF, ALASKA 99772  
RESOLUTION NO: 95-05

WHEREAS, the City of Shishmaref has requested from the STATE funding for a local road project to provide access to the landfill which adjoins the Shishmaref Airport; and

WHEREAS, the STATE must be assured the City of Shishmaref holds adequate title interest to the lands upon which the road is to be constructed in order to obtain and expend federal funds for the project; and

WHEREAS, the City of Shishmaref expects to receive title to those lands required for the new road from the Shishmaref Native Corporation pursuant to Section 14(c)(3) of the Alaska Native Claims Settlement Act.

WHEREAS, the STATE has presented a number of design options for the routing of the road and the City of Shishmaref has reviewed these options; and

WHEREAS, the preferred option for the location of the road crosses a portion of the airport apron which belongs to the STATE; and

WHEREAS, the STATE must grant the City of Shishmaref and easement for the road to be built on the airport apron; and

WHEREAS, in order to replace the loss of apron area to the STATE, the City of Shishmaref must deed to the STATE title to "Area C" shown on the Shishmaref Sanitation Road Plan attached hereto as Exhibit A; and

WHEREAS, the City of Shishmaref agrees to assume all maintenance responsibilities and liability for the road; and

WHEREAS, the City of Shishmaref has requested that the project be constructed by a force account meaning the City will be reimbursed for the actual cost of the equipment, materials and City work force labor

**NOW THEREFORE BE IT RESOLVED:**

1. That the Shishmaref City Council has held a meeting in accordance with its bylaws for the purposes of carrying out its responsibilities as the local governmental authority relative to the aforementioned conveyance.
2. That the City has reviewed the design options presented by the STATE and agrees to the option described above for the Shishmaref Sanitation Road Project No. 66487 as shown on the attached Exhibit A. Further, the City of Shishmaref is in favor of the project as described above and requests the STATE to continue in its efforts on this project.

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3. The City of Shishmaref agrees to accept and easement from the STATE for that portion of the new road crossing the Shishmaref Airport apron and further agrees to enter into a Maintenance Agreement with the STATE for that portion of the road. It is understood the STATE will grant this easement prior to the project commencement.
4. The City of Shishmaref agrees to deed "Area C" to the STATE after the Shishmaref Native Corporation had deeded the land to the City. Both these conveyances will occur prior to the road project commencing.
5. The City of Shishmaref has reviewed the terms and condition of the proposal for the road project. The Council finds the above terms and conditions to be in the best interest of the community of Shishmaref.
6. That Zaccheus William Barr, Mayor for the City of Shishmaref, his successors in interest or assigns are hereby authorized, directed and empowered to negotiate and execute on behalf of and as the free act and deed of the City, all documents necessary to convey to the STATE and accept from the STATE for the road project to be constructed.

ADOPTED and DATED at a meeting held at Shishmaref, Alaska, this 7th day of March, 1995, at which a quorum was presented and voting in accordance with said bylaws of the Shishmaref City Council.

CITY OF SHISHMAREF

  
Zaccheus William Barr, Mayor

ATTEST:   
Chuck Newberg, City Clerk

**RIGHT OF WAY EASEMENT**

The **SHISHMAREF NATIVE CORPORATION**, hereinafter **GRANTOR**, whose address is General Delivery, Shishmaref, Alaska 99772, hereby grants to the **CITY OF SHISHMAREF**, hereinafter **GRANTEE**, whose address is General Delivery, Shishmaref, Alaska 99772, and to its successors and assigns, a Right of Way Easement upon the lands of the **GRANTOR**, situated in the Nome Recording District, Second Judicial District, Shishmaref, Alaska and more particularly described as follows:

An easement fifty feet (50') in width extending from the City of Shishmaref approximately 1.5 miles in a southwesterly direction portions of which abut the Shishmaref Airport. The easement is for a public road to provide access to the community sewage lagoon and landfill.

The location of this easement will be within the following described property: Sections 22, 23 and 27, Township 10 North, Range 35 West, Kateel River Meridian.

Upon Completion of the road construction, DOT&PF Project No. 66478, Shishmaref Sanitation Road, an as-built drawing will be prepared and become Exhibit A of this Right of Way Easement, replacing the preliminary Exhibit A prepared prior to construction. The easement created herein shall be that which encompasses the actual location of the road. A copy of the as-built drawing will be provided the **GRANTOR**.

The **GRANTOR**, upon receipt of the as-built drawing, will issue title to the surface estate of the right of way as occupied by the completed road. This conveyance shall be in partial satisfaction of the **ANCSA** Section 14(c)(3) obligations of **GRANTOR** to **GRANTEE**.

Along with the right, privilege and authority to construct, reconstruct, maintain, repair, operate, improve, and update upon the above-described lands a road, this grant of a right of way easement includes the following rights:

1. To have ingress and egress to said lands;
2. To cut, trim and/or remove trees, shrubs and other vegetation within the easement;
3. To clear and keep the above-described lands free from fences, buildings, or other structures which, in the judgment of **GRANTEE**, might interfere with, threaten, or endanger the operation and maintenance of said road or may increase the safety risks to the **GRANTOR** or its property;



- 4. To license, permit or otherwise agree to the joint use of occupancy of said road by any other person, firm or corporation for telephone, electrification, or utility purposes.

It is further understood that the failure of the GRANTEE, its successors or assigns, to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of such rights. The undersigned covenants that it is the owner of the above-described lands.

GRANTEE shall indemnify, hold harmless, and defend the Grantor, its officers and agents, from any claims, damages, losses or liabilities of any nature whatsoever which may arise in connection with the construction, installation, maintenance or use of the road contemplated hereunder.

GRANTEE will use due diligence in maintaining the right of way to ensure that use of the right of way by the public will be safe and that every reasonable effort will be made to eliminate or minimize hazards to use of the road.

All of the rights conferred hereunder may be assigned, sold, conveyed or otherwise disposed of by GRANTEE upon the prior written authorization of GRANTOR, which consent will not be unreasonably withheld, in any event, GRANTEE shall not be released of its obligations hereunder.

All understandings and agreements are merged herein and no provision hereof may be waived except in writing signed by the party to be charged with such waiver.

The provisions hereof apply to and are binding upon the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF the undersigned have affixed their signatures hereto on this 4th day of May, 1995.

SHISHMAREF NATIVE CORPORATION  
GRANTOR

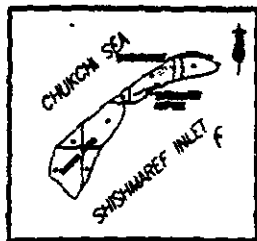
CITY OF SHISHMAREF  
GRANTEE

BY: [Signature]  
BY: [Signature]

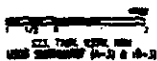
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LOCATION MAP  
NO SCALE



VICINITY MAP

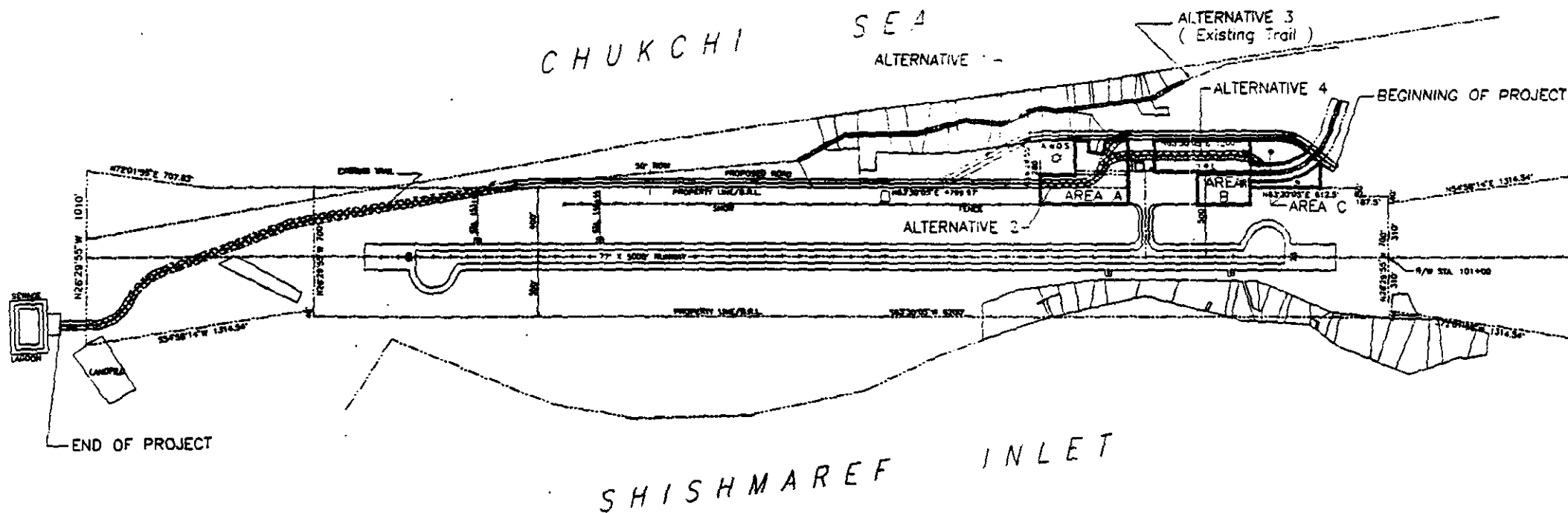


AREA A FUTURE APRON AND LEASE LOT DEVELOPMENT AREA CURRENTLY WITHIN AIRPORT PROPERTY.

AREA B LAND TO BE TRANSFERRED (AT NO COST) TO THE STATE FOR APRON AND LEASE LOT DEVELOPMENT. THIS LAND COMPENSATES FOR LOSS OF USEFULNESS OF AREA A.



ROADWAY ON AIRPORT PROPERTY THAT REQUIRES MAINTENANCE AGREEMENT WITH DOT&PF AIRPORT LEASING.



66478 66478b02

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

SHISHMAREF SANITATION R  
ALTERNATIVE(S) 1, 2, &

BOOK 0340 PAGE 421  
*Shishmaref Native Corporation*

General Delivery  
Shishmaref, Alaska 99772  
Telephone 907/649-3751  
Fax 907/649-3731

SNe

**SHISHMAREF NATIVE CORPORATION  
BOARD RESOLUTION NO. 95-02**

**WHEREAS**, Shishmaref Native Corporation (hereinafter as CORPORATION) is the Native Village Corporation for the village of Shishmaref, having incorporated and organized in accordance with Section 8 of the Alaska Native Claims Settlement Act (hereinafter as ANCSA) and the laws of the State of Alaska; and

**WHEREAS**, the CORPORATION is vested with title to the surface estate near the community of Shishmaref from the United States Bureau of Land Management as evidenced by Interim Conveyance No. #502, dated April 19, 1982, and recorded in Book 302, Page 157, on August 28, 1982 in the Cape Nome Recording District, Alaska; and

**WHEREAS**, the City of Shishmaref (hereinafter as CITY) is the Municipal Corporation established pursuant to A.S. 29.18.020 and is the duly elected governing body for the community of Shishmaref, Alaska; and

**WHEREAS**, the CITY is to be the recipient of land to meet present and foreseeable public needs in the vicinity of Shishmaref from the Shishmaref Native Corporation pursuant to ANCSA Section 14(c)(3), and has adopted an ordinance which establishes a procedure to accept less than 1,280 acres of land pursuant to ANCSA 14(c)(3); and

**WHEREAS**, the CORPORATION in consultation with Shishmaref residents, and the CITY has identified an easement fifty feet (50') in width from the City of Shishmaref approximately 1.5 miles in a southerly direction, portions of which abut the Shishmaref Airport and shown on Exhibit "A" within Sections 22, 23, and 27 of Township 10 North, Range 35 West, Kateel River Meridian, Alaska for the use as a public road to provide access to the community sewage lagoon and landfill; and

**WHEREAS**, the CITY has requested a right of entry to enter upon the lands of the CORPORATION to set property boundaries, to clear trees, brush and other vegetation and to construct a public road to provide access to the community sewage lagoon and landfill and to bring on to said lands any and all necessary equipment for that purpose and a right of way easement granting the right of way to the CITY; and

WHEREAS, the CORPORATION understands that it shall not be held liable for any injuries sustained by the CITY's agents, contractors, servants, employees, equipment unless the injuries are caused by the CORPORATION's negligence, and that upon completion of the road construction, an as-built drawing will be prepared and delivered to the CORPORATION; and

WHEREAS, upon receipt of the as-built drawing, the CORPORATION will transfer the surface estate of the road and its right of way boundaries to the CITY in partial fulfillment of CORPORATION's ANCSA Section 14(c)(3) obligation; and

THEREFORE IT IS NOW RESOLVED by the Board of Directors of the CORPORATION that it approves the right of entry and the right of way easement to enable the CITY to construct the right of way for the road to the community sewage lagoon and landfill;

BE IT FURTHER RESOLVED that the President of the CORPORATION is hereby authorized and empowered to sign the Right of Entry granting permission to the CITY to enter onto such lands described as the Shishmaref Sanitation Road, DOT/PF project 66478 on Exhibit A attached hereto, and to sign the Right of Way easement to the CITY which shall grant an easement that will be later surveyed and conveyed under 14(c)(3) to the CITY.

ADOPTED AND DATED this 2nd day of May, 1995, in Shishmaref, Alaska, by a vote of 6 for, 0 against, and 1 not voting.

**CERTIFICATE**

The undersigned, Johnson P. Eningowuk, Secretary of the Shishmaref Native Corporation, an Alaskan Corporation, does hereby certify that at a meeting of the Board of Directors of said Corporation duly called and held on the 2nd day of May, 1995, at which a quorum was at all times present and voting, the foregoing resolution was duly adopted.

By: Zaccheus William Barr Attest: Johnson P. Eningowuk  
President Secretary

Dated this 4th day of May, 1995, at Shishmaref, Alaska.

(Corporate Seal)

Attachments: RIGHT OF WAY EASEMENT  
RIGHT OF ENTRY  
EXHIBIT A

95-0889  
n/c  
RECORDED-FILED  
NOME REC.  
DISTRICT  
JUL 28 12 30 PM '95  
REQUESTED BY AS/DOT  
ADDRESS \_\_\_\_\_