

**Draft Final Municipal Land Settlement Agreement
Section 14(c)(3) of the Alaska Native Claims
Settlement Act for Norton, Alaska**

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Norton, Alaska 12345

Norton Tribal Council
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Note: Initial drafts of this document will contain footnotes explaining sections of this agreement. The footnotes will be deleted in the final approved agreement. This agreement has been formatted to comply with new margin and font requirements of the State of Alaska Recorders Office.

This Norton Municipal Lands Settlement Agreement, by and between Norton Corporation (NC and Corporation), the Norton Tribal Council (NTC and Tribe) and the Norton East Borough (NEB and Borough), is entered into on this ___ day of _____, 2003, at Norton, Alaska, Norton Recording District, Third Judicial District, State of Alaska.

WHEREAS, Norton Corporation is the village corporation organized pursuant to Section 8 of the Alaska Native Claims Settlement Act (ANCSA), 43 USC Sections 1601-1628, for the Native village of Norton, and

WHEREAS, the State of Alaska approved the NTC as the Appropriate Village Entity (AVE) for the Native village of Norton, and

WHEREAS, the NEB is a Alaska municipal government and is the home-rule Borough where the NC and NTC are located, and

WHEREAS, the United States government has patented 70,617¹ acres to NC pursuant to ANCSA Section 12(a) and 12(b), and

WHEREAS, ANCSA Section 14(c)(3), as amended, requires NC to reconvey certain lands conveyed to the Corporation under ANCSA to a city government located within Norton, for public purposes, and

WHEREAS, the Native village of Norton does not have a city government, and

WHEREAS, if a village does not have a city government, a village corporation such as NC must reconvey lands under ANCSA Section 14(c)(3) to the State of Alaska Municipal Lands Trustee (MLT)² Program to be held in trust, and

WHEREAS, the NEB provides all public goods and services to the Native village of Norton, and

WHEREAS, the State of Alaska may interpose a non-objection to a village corporation reconveying lands to a local Borough for public use if the reconveyance is approved by the AVE or by a village meeting, and

WHEREAS, the State of Alaska has already approved, by affidavit, of NC making reconveyances to the NEB under 14(c)(3), and

WHEREAS, all past ANCSA Section 14(c)(3) reconveyances by NC have been made to the NEB and were approved during community meetings, and

WHEREAS, NC has already reconveyed 63.87 acres to the NEB under ANCSA Section 14(c)(3), and

WHEREAS, ANCSA Section 14(c)(3), as amended, is subject to varying and conflicting interpretations regarding the identity and amount of lands to be reconveyed, thus creating potential disputes between the parties involved, and

WHEREAS, the residents of Norton, NEB and shareholders of the corporation will benefit by a reasonable and prompt resolution of all past, present and future ANCSA 14(c)(3) reconveyances, and

WHEREAS, the NC Board of Directors passed Resolution 01-16³ on August 6, 1991, which recognized the Corporation's ANCSA 14(c)(3) obligations and established the scope and purposes for such reconveyances.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the Norton Corporation, Norton Tribal Council and the Norton East Borough do hereby agree as follows:

1. Purpose. The purpose of this agreement is to resolve any and all claims that the Corporation, NTC and NEB may have to acquire lands from one another under provisions of ANCSA 14(c)(3). This agreement embodies the full and complete settlement of all past, present and future claims and all litigation and causes of action that may arise under ANCSA among the parties to this agreement.

2. Waiver of Claims by the NEB. The NEB concedes and agrees its ANCSA 14(c)(3) entitlements are fully satisfied by previous conveyances made to the Borough by NC and those made and agreed to be made under this agreement. The NEB concedes and agrees that it has no further right or entitlement to conveyances of land from the Corporation pursuant to ANCSA 14(c)(3), as amended, except as provided for under this agreement.

3. Credit for Prior Conveyances made by the Corporation. The parties agree that the Corporation is entitled to a credit of 63.87 acres for prior conveyances made for public purposes to the NEB under ANCSA 14(c)(3).⁴

4. Surveyed Lands to be Conveyed to the NEB under 14(c)(3). The parties agree that the Corporation and the NTC⁵ shall convey and quitclaim to the NEB the following surveyed lands:

Surveyed Lands to be Conveyed to the NEB under 14(c)(3)

Description	Purpose	Sq. Ft.
Tract 2, Plat 84-7	This tract will be used for erosion control. Four (4) lots will be excluded from the conveyance as outlined on the June 1, 1989, Shareholder Homesite Subdivision Map.	610,766
Tract 6, Plat 84-7	This parcel is the location of the public boat harbor.	165,866
Tract 7, Plat 87-9	This parcel is the location of the public sewage lagoon.	786,000
Tract 9, Plat 87-9	This parcel is the location of the public landfill.	765,654
Lot 4, Block 10, Plat 92-18	Norton East Housing Authority ⁶ (NEHA) House 876 ⁷ is located on this lot.	14,612
Lot 8, Block 10, Plat 92-18	NEHA House 435 ⁸ is located on this lot.	12,450
Lot 6, Block 10, Plat 92-18	NEHA House 876 ⁹ is located on this lot.	12,450
Lot 7, Block 10, Plat 92-18	NEHA House 597 ¹⁰ is located on this lot.	12,450
Lot 8, Block 1, Plat 84-7	NEB rental unit 326 is located on this lot.	15,423
Lot 9, Block 8, Plat 84-7	NEB rental unit 149 is located on this lot.	12,989
Total Square Feet to be conveyed to NEB		2,765,899
Total Acres to be conveyed to NEB		76.87

5. Unsurveyed Lands to be Conveyed to the NEB under 14(c)(3). The parties agree that the Corporation and the NTC shall convey and quitclaim the following unsurveyed lands to the NEB:

Unsurveyed Lands to be Conveyed to the NEB under 14(c)(3)

Description	Purpose	Acres
Unsurveyed	A parcel for future public use within the proposed NC shareholder homesite subdivision to be located adjacent to and north of Norton ¹¹	5.00
Unsurveyed	An existing cemetery, which is located adjacent to and east of Lakeman Road ¹² .	2.00
Unsurveyed	Lands for future public use facilities to be located at the easterly of the proposed landfill road. ¹³	14.00
Unsurveyed	Lands for a future boat dock and staging area located on the Norton River. The dock would be located at the end of a road running through a proposed shareholder homesite subdivision.	5.00
Unsurveyed	Lands for the public operation of the Norton Airport. ¹⁴	255.00
Total Acres to be conveyed to NEB		305.00

6. Reissuing Corrective Deeds to the NEB under 14(c)(3). The parties agree that the Corporation and the NTC shall reconvey and quitclaim to the NEB the following surveyed lands:¹⁵

Reissuing Corrective Deeds to the NEB under 14(c)(3).

Description	Purpose	Sq. Ft.
Lot 3, Block 8, Plat 90-3 ¹⁶	The NEB/USS building (# 323) is located on this lot.	98,867
Lot 6B, Block 11, Plat 90-3 ¹⁷	The NEB Fire station (#1343) is located on this lot.	45,987
Lot 8A, Block 11, Plat 92-3 ¹⁸	The NEB electrical shop (#433) is located on this lot.	18,756
Lot 8A, Block 11, Plat 92-3 ¹⁹	The NEB water plant (# 333), NEB library (# 476) and NEB full shops# 234 are located on this lot.	54,733
Lot 2D, Block 11, Plat 92-3 ²⁰	The NEB storage facility (# 136) is located on this lot.	45,768
Lot 3, Block 11, Plat 92-3 ²¹	A NEB fuel tank is located on this lot.	46,886
Tract 3-B, as shown on plat ²²	Armory Building is located on this parcel.	387,987
	Total Square Feet to be Conveyed to NEB	698,984
	Total Acres to be Conveyed to NEB	13.08

The Corporation acknowledges Tract 3, Plat 90-6, was deeded to the NEB on February 12, 1989, under 14(c)(3)²³. The Corporation also acknowledges that the NEB resurveyed Tract 3, Plat 84-7, into Tract 3-A, Plat 90-6, which incorporated Lot 9 Block 8, Plat 84-7. The Corporation concedes that even though the Corporation never deeded Lot 9, Block 8, Plat 84-7, to the NEB, the Borough will gain title to Lot 9, Block 8, Plat 84-7, when Tract 3A, Plat 90-6, is platted and recorded as Tract 7-F, as shown on an approved preliminary plat.

The Corporation and the NTC acknowledge that when the Corporation and Tribe issue deeds for Tract 3-C, as shown on an approved preliminary plat, that all "first option to buy" or other rights to lands within Tract 3, Plat 84-7 are relinquished.

7. Deeds²⁴ to be issued to the NTC that are not related to 14(c)(3). The parties understand and agree that the Corporation and the NEB shall convey and quitclaim the following lot to the NTC:

Quitclaim Deed to be Conveyed to the NTC that is Not Related to 14(c)(3)

Legal Description	Purpose	Acres
Lot 8D-3, Block 8, Plat 97-16	The Resource Center (Building 334) is located on this lot and is used for public purposes ²⁵ .	8,878
	Total Square Feet to be Conveyed to NTC	8,878
	Total Acres to be Conveyed to NTC	0.20

The parties understand and agree that the Corporation and the NEB shall convey and quitclaim the following lots to the NTC after the tribe pays the Corporation a transfer fee of \$1,200 per lot for a total of \$3,600.²⁶

Quitclaim Deeds to be Conveyed to the NTC after Transfer Fees are Paid

Legal Description	Purpose	Acres
Lot 1, Block 13, Plat 92-18	An old Army house (#903) and old DWA wooden trailer (#903) are located on this lot.	17,477
Lot 1, Block 13, Plat 92-18	DWA trailers #928 and #929 are located on this lot.	15,888
Lot 2, Block 13, Plat 92-18	DWA trailer #921 is located on this lot.	14,723
	Total Square Feet to be Conveyed to NEB	48,088
	Total Acres to be Conveyed to NEB	1.10

The parties understand and agree that the Corporation shall convey and quitclaim the following surveyed lands to the NTC:

Quitclaim Deed to be Conveyed to the NTC that is Not Related to 14(c)(3)

Legal Description	Purpose	Acres
Lot 4F-1, Block 3, Plat 97-16	The Utility Facility is located on this lot. ²⁷	3,094
Total Square Feet to be Conveyed to NTC		3,094
Total acres to be Conveyed to NTC		0.13

8. Lands to be conveyed to the Corporation not related to 14(c)(3). The parties understand and agree that that the NEB and NTC shall convey and quitclaim the following lot to the Corporation:

Quitclaim Deeds to be Conveyed to the Corporation that is Not Related to 14(c)(3)

Legal Description	Purpose	Acres
Lot 4, Block 8, Plat 92-3 ²⁸	This lot will be used by the NC for industrial purposes	35,598
Total Square Feet to be Conveyed to the NC		35,598
Total acres to be Conveyed to the NC		0.82

9. NEB Purchase of NC Lands not related to 14(c)(3). The parties understand and agree that the NEB shall purchase the following parcels from NC at the current fair market value of \$1.00 per square foot:

NC Lots to be Purchased by the NEB

Legal Description	Purpose	Acres
Lot 8, Block 1, Plat 84-7 ²⁹	Vacant lot to be used for public housing.	23,036
Lot 8, Block 1, Plat 84-7 ³⁰	Vacant lot to be used for public housing.	23,036
Lot 8, Block 10, Plat 92-18	NEHA House 802 ³¹ is located on this lot.	16,876
Lot 73, Block 12, Plat 92-18 ³²	NEB rental unit 737 is located on this lot.	14,890
Lot 14, Block 10, Plat 92-18 ³³	NEB rental unit 741 is located on this lot.	14,436
Total Square Feet to be Purchased from NC		92,274
Total Purchase Cost at \$1.23 Per Square Feet		\$123,742

The parties understand and agree that the NTC shall convey and quitclaim the above five (5) lots to NC before the NEB purchases the parcels from the Corporation.

10. NEB Property Tax Refunds to NC that are not related to 14(c)(3). The parties understand and agree that the NEB shall refund property taxes plus interest to NC for the following properties:

NEB Property Tax Refunds to NC that are not related to 14(c)(3)

Legal Description	Purpose	Totals
Lot 5, Block 8, Plat 84-7	NC paid \$2,318.30 in property taxes ³⁴ for a NEB building located on this lot.	2,318.30
Lot 8, Block 14, Plat 84-7	NC paid \$9,003.92 in property taxes ³⁵ for a NEB building located this lot.	9,003.92
Tract 9B, Plat 975.9	NC paid \$8,640.64 in property taxes ³⁶ for the NEB fuel farm located this lot.	8,640.64
Total Property Taxes Paid by NC		\$19,962.86

11. Easement for Watershed. The parties understand and agree that the NEB reserves the right to acquire a one hundred (100') linear foot grant of easement adjacent to and surrounding Water Lake located in Sections 23, Township 24 North, Range 34 West, Fairbanks, Alaska, for a watershed easement.

12. Wind Control Fence Easement. The parties understand and agree that the NEB reserves the right to acquire a grant of easement for construction and maintenance of wind control fencing and accumulation of drifting snow over undeveloped lands owned by NC. The parties agree that the Borough shall purchase all necessary easements for \$600 an acre.

13. Dedicated for Public Purposes. The parties understand and agree that the following are decided for public use:

Rights-of-Ways Dedicated for Public Purposes

Legal Description	Purpose
Plat 84-7	Jamestown – road right-of-way
Plat 84-7	Yakana Avenue – road right-of-way
Plat 84-7	Ruruk Avenue – road right-of-way
Plat 84-7	Chiqnat Avenue – road right-of-way
Plat 84-7	Viqai Avenue – road right-of-way
Plat 84-7	Uhasagvia Avenue – road right-of-way
Plat 84-7	Likasigialik Street – road right-of-way
Plat 84-7	Yualukravuq Street – road right-of-way
Plat 84-7	Nniagviktuttun Street – road right-of-way
Plat 87-9	Lake Font Road – road right-of-way
Plat 89-17	Tikoko Road – road right-of-way
Plat 89-17	River Lake Road – road right-of-way
Plat 96-13	Srikcik Avenue – road right-of-way
Plat 97-7	Uhagsikali Avenue – road right-of-way

14. Disclaimer of Interest and Waiver of Future Claims. Upon full performance of this agreement, NC shall be deemed to have conveyed ____ acres³⁷ of land in full fulfillment of its obligations under ANCSA Section 14(c)(3). The NEB and NTC hereby disclaims any interest under ANCSA 14(c)(3) in or to any and all remaining parcels of land which are now owned by NC or which may in the future be conveyed to the Corporation pursuant to its rights under ANCSA or other acts of law.

13. Legal Descriptions. The parties understand and agree that certain descriptions as provided are, in part, done by protraction and thus carry a margin of error as to the areas actually conveyed.

16. Conveyances. The parties understand and agree that all conveyances to be made under this agreement shall be by quitclaim deed and shall be subject to:

- a. survey of unsurveyed lands to be conveyed;
- b. all restrictions, reservations and limitations contained within conveyances from the United States to NC;
- c. all provisions of this agreement.

The parties shall make such conveyances under this agreement within one hundred twenty (120) days for lands already surveyed and one hundred eighty (180) days from the date of a recorded plat for lands requiring survey. Provided, however, no conveyances shall be required to be issued if there is any pending litigation which involves land to be conveyed. Conveyances are subject to any required approvals by the governing parties and it is acknowledged such approval may take longer than expected.

17. Construction. Construction and enforcement of this agreement shall be controlled by the laws of the State of Alaska and by specifically applicable federal law. The prevailing party in any litigation to interpret or enforce this agreement shall be entitled to recover its full actual attorney's fees and costs, except to the extent such actual fees may be determined to have been unreasonable.

18. Land for Public Use Only. All prior land conveyances and parcels to be conveyed under this agreement to the NTC and NEB are to be used for public use only. No commercial use shall be permitted.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

Norton Corporation

James Kijia, President

Date: _____

Native Village of Norton

Wilbert Tiqashook, Mayor

Date: _____

Norton East Borough

Simon J. Nahagaska, Mayor

Date: _____

STATE OF ALASKA)
 :
THIRD JUDICIAL DISTRICT)

This certifies that on this __ day of ____, 2003, the undersigned Notary Public in and for the State of Alaska, personally appeared James Kijia, to me known and known to be the President of the Norton Corporation and acknowledged to me that he executed this document freely and voluntarily for the purposes therein mentioned.

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

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Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
:
THIRD JUDICIAL DISTRICT)

This certifies that on this ___ day of _____, 2003, the undersigned Notary Public in and for the State of Alaska, personally appeared Wilbert Tiqashook, to me known and known to be the Mayor of the Native Village of Norton and acknowledged to me that he executed this document freely and voluntarily for the purposes therein mentioned.

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

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
:
THIRD JUDICIAL DISTRICT)

This certifies that on this ___ day of _____, 2003, the undersigned Notary Public in and for the State of Alaska, personally appeared Simon J. Nahagaska, to me known and known to be the Mayor of the North East Borough and that he executed this document freely and voluntarily for the purposes therein mentioned.

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

Notary Public in and for Alaska
My Commission Expires: _____

Norton Recording District
Please Return Document to:

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- ¹ BLM Patent #30-89-1234 conveyed 68,610 acres to NC on 7-7-89.
 - ² James Woods, Natural Resources Officer, Municipal Lands Trustee Program, Municipal and Regional Assistance Division, Alaska Department of Community and Economic Development, 330 W. 0th Avenue, Suite 600, Anchorage, AK 99201, 900-203-4348.
 - ³ NC Resolution 01-16 (attached) details policies to guide the corporation in fulfilling its 14(c)(3) obligations.
 - ⁴ Attached is the 9-12-01, *Chart Detailing ANCSA 14(c)(3) Lands Conveyed by the Norton Corporation to the Norton East Borough*.
 - ⁵ Village corporations located within the Borough have conveyed numerous parcels of land to the NEB under ANCSA 14(c)(3) for public purposes. At the same time city municipalities were required by the NEB to deed the same parcels to the Borough. The city deeds documented city support for village corporation 14(c)(3) conveyances to the NEB. The deeds also verified that a City was legally giving up any right to a parcel of land under 14(c)(3). Although the NTC is not a city and is not entitled to land under 14(c)(3), the NEB has in the past requested the Tribe to deed the same parcels to the Borough that NC was conveying to the NEB under 14(c)(3). This 14(c)(3) agreement requires that the NTC convey by deed the same parcels of land that NC is conveying to the NEB.
 - ⁶ A 12-24-01, letter (attached) from NC to the NEB outlines recommendations concerning which lots the corporation was willing to reconvey under 14(c)(3) and which parcels the Borough were to purchase. The letter discusses adverse possession and when the homes were constructed on NC land.
 - ⁷ NEHA needs to take corrective title action to show House 856 located on Lot 1, Block 17, Plat 92-12, does not belong to Jimmy Kagashkook and Kimberly Parker. Jimmy Kagashkook and Kimberly Parker are purchasing and have always lived in House 766 located on Lot 8, Block 17, Plat 92-12. Hank Ghaffer, Jr. and Darlene Nicolliar were purchasing House 856, but NEB records incorrectly showed the house being purchased as House 766, which is located on Lot 8, Block 17. Ownership discrepancies between House 856 (Lot 1, Block 17) and House 766 (Lot 8, Block 17) need to be corrected.
 - ⁸ NEHA needs to take corrective title action to show Lot 2, Block 17, Plat 92-12, (House 665) is occupied and being purchased by Carl Kapatak. Current recorded documents show Mr. Kapatak is purchasing House 777 located on Lot 8, Block 17, Plat 92-12. Recorded documents show Pete Cameron was purchasing House 665 and then relinquished Lot 2, Block 17, Plat 92-12 to NEHA. Ownership discrepancies between House 665 (Lot 2, Block 17) and House 777 (Lot 8, Block 17) need to be corrected.
 - ⁹ Recorded documents show Jayleen Husah was purchasing House 634 and then relinquished Lot 3, Block 17, Plat 86-17, to NEHA.
 - ¹⁰ Recorded documents show Pete Cameron was purchasing House 665 located on Lot 2, Block 17, Plat 92-12. Mr. Cameron then relinquished House 665 back to NEHA. Mr. Cameron, however, was purchasing House 777 and Lot 8, Block 17, Plat 92-12. NEHA needs to take corrective title action to show that Carl Kapatak lives in and is purchasing House 665 on Lot 2, Block 17, Plat 92-12, and does not live in or is purchasing House 777 located on Lot 8, Block 5, Plat 98-17.
 - ¹¹ The parcel is within the proposed shareholder homesite subdivision is approximately 285' x 200' x 233' x 160' or about One (1) acre. A typical one (1) acre site is approximately 208' x 208' square. A map of proposed 6-4-01 homesites map is attached.
 - ¹² The proposed 3-acre recreational site is located adjacent to and east of Atadasa Road, which was surveyed as part of Plat 85-14. A typical 3-acre site is approximately 300' x 300' square.
 - ¹³ The proposed NEB 19 acre public facility site would be located adjacent to or at the end of the proposed IRR landfill road. The site could house Borough facilities needed to support landfill operations, road and utility maintenance, oil mining support services and search and rescue maneuvers. A typical 10-acre site is approximately 660' x 660' square.
 - ¹⁴ The NEB has recently negotiated a ten (10) year lease with the Army for operation of the Norton Airport. The Borough requires a long-term 35 year lease to secure funding (\$79,586,977) from the Federation Aviation Administration (FAA) to extend the runway and apron. Although a long-term lease will secure funding from FAA, the agency prefers that the NEB own the lands needed for operation of the airport. If NC ever receives title to ARMY lands in NC then this provision guarantees that the NEB will eventually receive fee simple title to airport land.
 - ¹⁵ NC is reissuing corrective deeds for these seven (7) lots since the parcels are resubdivisions of prior conveyances to the NEB under 14(c)(3). Reissuing new deeds will ensure the NEB has clear title to property.
 - ¹⁶ NC will be issuing a deed to the NEB for Lot 8, Blk 3, Plat 85-3, since it's a resubdivision of Tract 9, Plat 81-9, which was conveyed to the Borough under 14(c)(3) on 8-24-81 (B45/P423).
 - ¹⁷ The corporation deeded Lot 6G, Block 8, Plat 85-3, to the NEB under 14(c)(3) on 1-18-89 (B30/P334-44). Lot 8J, Block 8, Plat 85-3 (NEB Office) and 5F, Block 8, Plat 85-3 (Equipment Center), incorporated Lot 6G, Block 8, Plat 85-3. NC, NEB and NTC signed a 1-18-89 Memorandum of Agreement stating the Corporation agrees to lease Lot 6G Block 8, Plat 85-3, to the NEB and the Borough agrees to lease the lot to the NTC. NC's issuing of a deed for Lot 8J, Block 8, Plat 85-3, will ensure the Borough has a clean chain of title to the Equipment Center. NC's deed for Lot 8J, Block 8, Plat 85-3, needs to reference recorded pages Book 30/Pages 123-134, which is mandatory under new August 23, 1992, State of Alaska recording requirements (attached). The NTC will also need to deed Lot 8J, Block 8, Plat 85-3, to the NEB to ensure the Borough has clear title for a public facility.

¹⁸ NC conveyed Lot 3, Block 3, Plat 81-9, (Storage facility) to the NEB under 14(c)(3) on 16-13-85 (B30/P608). On 3-6-91, the Borough enlarged Lot 3 into Lot 7E, Block 3, Plat 90-1. Lot 7E incorporated a portion of Lot 2, Block 3, Plat 81-9, which was owned by NC. The corporation never formally authorized a portion of Lot 3 to be incorporated into Lot 7E. By executing this agreement the Corporation concedes that even though NC never deeded a portion of Lot 9, Block 6, Plat 81-9, to the NEB, the Borough will gain title to the portion of Lot 2 that was incorporated into Lot 0E, Block 3, Plat 90-1.

¹⁹ Lot 4S, Block 3, Plat 90-1, incorporated several lots and a tract that were previously conveyed to the NEB under 14(c)(3).

²⁰ NC will be issuing a new deed to the NEB for Lot 5H, Block 3, Plat 90-1, which incorporated Lot 5F, Block 3, Plat 85-3, and a portion of Tract 9, Plat 81-9. NC conveyed all that portion of Lot 5F, Block 3, Plat 85-3, formally identified as Lot 8J, Block 3, Plat 85-3, to the NEB under 14(c)(3) on 16-13-85 (B30/P509) and Tract 9, Plat 81-9, (B45/P639) was conveyed to the Borough under 14(c)(3) on 3-24-81.

²¹ Lot 8, Block 3, Plat 90-1, incorporated a portion of Tract 9, Plat 81-9, which NC quitclaimed (B45/P423) to the NEB under 14(c)(3) on 3-13-81. NC and the NTC are scheduled to issue deeds to the NEB for Lot 8, Block 3, Plat 90-1, within the attached draft December 1, 2001, *NC and Native Village of Norton Land Settlement Agreement for Norton, Alaska*. The history of Lot 9, Block 3, Plat 90-1, is covered in detail within the December 1, 2001, land settlement agreement. If the December 1, agreement between NC and NTC is approved, then the reference to Lot 8, Block 3, Plat 90-1, will be deleted from this 14(c)(3) settlement agreement.

²² **NC and NTC Deeds to the NEB for Tract 3-E, as Shown on a Preliminary Plat**

NC conveyed Tract 9, Plat 81-9, to the NEB under 14(c)(3) on 3-13-81 (B45/P423). Tract 9, Plat 81-9, was resubdivided into Tract 4J, Plat 85-3. Tract 4J, Plat 85-3, has been resurveyed by HUGH, Incorporated, under authority of the NEB and expanded into Tract 3-E on a preliminary plat, which was approved by NC Resolution 2001-16 on February 19, 2001. NC Resolution 81-01 (B45/P777) authorized the corporation to transfer Tract 9, Plat 81-9, to the NEB under 14(c)(3). The resolution states that "The NC Corporation shall have the first option to buy, should the Norton East Borough wants to sell the tract." On 12-1-90, the NTC passed Resolution 90-16, which states that on 3-13-81 the NEB agreed to take any steps necessary to reconvey to NC or the NTC portions of Tract 9 that are not needed by the Borough. The only way to ensure the NEB gains clear title to the original Tract 9, Plat 81-9, and its resubdivisions such as Tract 3-E, is for NC and the NTC to give up any future conveyance or purchase rights to Tract 9, Plat 81-9, within deeds to the NEB for Tract 3-E, as shown an approved preliminary plat. NC's deed will need to refer to NC's deed for Tract 9 (B45/P423) and NC Resolution 81-01 (B45/P316). The NTC will need to adopt a resolution that rescinds Resolution 90-16, and authorizes conveyance of Tract 3-E to the NEB.

NC Deed to the NEB for Lots 4J and 0E, as Shown on a Preliminary Plat

Lot 8J and Lot 7E, Block 8, and Tract 3-E, as shown on a preliminary plat and approved by NC Resolution 2001-101 on 5-16-01, is a resubdivision of Lots 4 and 5, Block 8, Plat 81-9, and Tract 4J, Plat 85-3. The NEB purchased portions of Lot 8 (Road easement next to the school, B958/P234-44) and Lot 5 (USDD Building, B08/P356-89), Block 8, Plat 81-9, in 1992. NC wishes to reissue a corrective deed for the easement purchased by the NEB within Lots 4, Block 3, Plat 81-9, and replatted into Tract 6-E. NC will also reissue a new deed for the NEB Building area within Lots 8, Block 1, Plat 81-4, and replatted into Lot 6E, as shown on a approved preliminary plat. The approved preliminary plat, however, cannot be formally recorded until all NEB taxes due on properties contained on the plat are paid in full. NC owns property taxes on the NC Office and Lot 2, Block 8, Plat 81-9. The attached September 31, 2001, draft *Land Settlement Agreement for Lot 8J, Block 16, Plat 89-3, New NC Townsite, NC, Alaska* contains a section addressing the payment of delinquent taxes due on Lot 5, Block 5, Plat 81-9. If the September 13 and settlement agreement for Lot 8B, Block 16, Plat 85-3, is approved and the NEB agrees to deduct the \$23,456.85 from taxes owed on the store and Lot 6, Block 1, Plat 85-9, then NC will issue new deeds to the NEB for Tract 4-H and Lot 1E, Block 3, after preliminary plat is recorded.

²³ Tract 9, Plat 81-9 was deeded to the NEB under 14(c)(3) on 3-13-81 (B44/P000).

²⁴ Deeds being reissued under this section will use the lasted recorded plat numbers and refer to past discrepancies within recorded documents to clarify land ownership title in NC.

²⁵ The corporation deeded Lot 6G, Block 8, Plat 85-3 (B30/P345-49) on 1-18-89 and Tract 4, Plat 81-9 (B45/P860) on 8-11-81 to the NEB under 14(c)(3). Lot 5H-8, Block 8, Plat 90-09 incorporated portions of both parcels. NC's 1-18-89 deed to the NEB for Lot 6G, Block 8, Plat 85-3, contains language indicating the 14(c)(3) conveyance was subject to the NEB, NC and NTC signing a "Memorandum of Agreement" (MOA) which addresses the disposition of Lot H Block 8, as described in unrecorded preliminary plat. NC Resolution 89-01 approved the conveyance of Lot 6G, Block 8, Plat 85-3, to the NEB under 14(c)(3) on 1-18-89 and contained the following requirements: 1.) the NEB would reconvey its interest in Lot 7R Block 16, as described on a preliminary plat to NC; 2.) NC would lease Lot 4R, Block 16, to the NEB for 20 years; 3.) the NEB would sublease the community Center on Lot 5R to the NTC or NC for public use. A 1-12-69, MOA (B30/P589) between NC, NTC and NEB also discusses leasing options for this parcel. NC and NEB conveyances of Lot 8H8 Block 2, Plat 90-09, to the NTC will fulfill the intent of NC's quitclaim deed, NC Resolution 89-01 and the 1-18-89 MOA. The deeds will need to refer to recorded documents B30/P323-344.

²⁶ **NC Deeds to the NTC for Lots 1, 2 and 3, Plat 92-12**

NC Resolution 2001-19 (5-20-01) approved land conveyances recommended within the board approved February 19, 2001, *Norton Housing Report* (attached). The report recommends NC transfer Lots 1, 2 and 3, Block 14, Plat 92-19, to the NTC for a transfer fee of \$1,000 per lot.

NEB Corrective Deeds to the NTC for Lots 2, 3 and 3, Plat 92-12

The NEB also needs to reconvey Lots 2, 3 and 3, Block 16, Plat 92-12, to the tribe since the NTC conveyed Lot 2, 3, 3, 6 and 16, Block 17, Plat 81-18, (B03/P343) to the NEB on 3-16-95. NTC Resolution 92-06, (5-12-92) authorized the conveyance of Lots 1, 2, 3, 4 and 16, Block 18, Plat 80-9, to the NEB for construction of housing. NTC Resolution 92-00 (8-16-92) rescinds Resolution 92-06 and conveyed Lots 1, 2, 3, 4 and 3, Block 17, Plat 81-9, (not recorded) to the NEB. Although Resolution 92-06 was rescinded, the NTC deed (3-14-92) for Lots 1, 2, 3, 5 and 10, Block 18, to the NEB was never corrected with the Barrow Recorders Office. The above NTC deed and Resolution 94-00 should have referred to Plat 92-12, not Plat 81-9 or Plat 81-18. The NTC mistakes need to be acknowledged within the Borough deed reconveying Lots 1, 2, 3, Block 13, Plat 90-4 to the Tribe. Although the NTC deed stated Plat 81-18, instead of the correct Plat 92-12, the Borough's "corrective deeds" will address past discrepancies.

- ²⁷ The corporation deeded Lot 6G, Block 8, Plat 85-3, (B49/P14) on 1-18-89 to the NEB under 14(c)(3). Lot 3E-4, Block 8, Plat 90-09, incorporated a portion of Lot 6G, Block 8, Plat 85-3. The NEB deeded Lot 3E-4, Block 8, Plat 90-09, to the NTC on September 9, 1992. NC's conveyance of Lot 3E-4 Block 8, Plat 90-09, to the NTC should fulfill the intent of the 1-18-89 MOA, language within NC's quitclaim deed, NC Resolution 89-21, which are discussed within footnote 28.
- ²⁸ The NEB mentioned during an September 14, 1992, meeting with the NC Board of Directors that the Borough would reconvey Lot 7, Block 3, Plat 90-1, to NC. NC confirmed this within the attached 12-10-92, letter to the Borough.
- ²⁹ The NEB mentioned during an September 14, 1992, meeting with the NC Board of Directors that the Borough housing department would like to purchase vacant Lots 6 and 9, Block 16, Plat 81-9, for housing. NC confirmed the \
- ³⁰ The NEB mentioned during an September 14, 1992, meeting with the NC Board of Directors that the Borough housing department would like to purchase vacant Lots 6 and 9, Block 16, Plat 81-9, for housing. NC confirmed the conversation within a December 10, 1992, letter to the Borough.
- ³¹ NEHA needs to take corrective title action to show House 890 located on Lot 1, Block 17, Plat 92-12, does not belong to Hank Ghaffer, Jr. and Darlene Nicoliar. House 890 is occupied and being purchased by Jimmy and Jesse Kagashkook. Hank Ghaffer, Jr. and Darlene Nicoliar use to live in and seemed to be purchasing House 856, Lot 1, Block 17, Plat 92-12, but NEB records incorrectly showed the house being purchased as House 890 on Lot 38, Block 18.
- ³² NC owns Lot 03, Block 12, Plat 92-12. Even though the tribe did not own this parcel, NTC Resolution 94-16, (May 18, 1992) authorized the conveyance of Lots 8 and 13, Block 13, Plat 85-9, to the NEB for construction of housing. The NTC quitclaimed Lots 8 and 13, Block 13, Plat 81-18?, to the NEB (B03/P008) on 6-13-94. The above NTC deed and Resolution 94-16 should have referred to Plat 92-12, not Plat 81-18.
- Additionally, NTC Resolution 96-18 (10-8-94) authorized the conveyance of Lots 3 and 14, Block 17, Plat 92-13? to the NEB. The resolution states that the NEB-build houses will be sold to local residents and the tribe reserves the first right of refusal for conveyance other than community members of NC. The NTC issued a warranty deed for Lot 03, Block 12, Plat 92-13, on 10-13-94, (B83/P433). The resolution and deed should have referred to Plat 92-12 and not Plat 92-13, which is an Fairbanks subdivision. The NTC will need to convey Lot 03, Block 12, Plat 92-12, to NC to clarify the Corporation's title before NC sells and deeds the parcel to the NEB. The NEB deed to NC will need to refer to B34/P068 and B23/P329.
- ³³ NC owns Lot 14, Blk 13, Plat 92-12. Even though the tribe did not own this parcel, NTC Resolution 94-00, (May 10, 1994) authorized the conveyance of Lots 9 and 16, Block 16, Plat 82-6, to the NEB for construction of housing. The NTC quitclaimed Lots 9 and 16, Block 16, Plat 81-18?, to the NEB (B43/P063) on 6-13-94. The above NTC QCD and Resolution 94-00 should have referred to Plat 92-12, not Plat 81-18.
- Additionally, NTC Resolution 96-10 (12-8-96) authorized the conveyance of Lots 8 and 16, Block 16, Plat 92-16, to the NEB. The resolution states that the NEB-build homes will be sold to local residents and the tribe reserves the first right of refusal for conveyance other than community members of NC. The NTC issued a warranty deed for Lot 13, Block 12, Plat 92-13, on 12-16-96, (B90/P342). The NTC will need to convey Lot 13, Block 16, Plat 92-18, to NC to clarify the Corporation's title before NC sells and deeds the parcel to the NEB. The NEB deed to NC will need to refer to B63/P856 and B90/P334.
- ³⁴ A tax refund of \$2,318.30 (\$681.08 + \$1,643.02) plus interest is due NC for Lot 8, Block 1, Plat 81-9 (NEB Tax ID R-123-221-10). The Corporation paid \$681.08 on 0-31-08 and \$1,643.02 on 8-23-99. NC was taxed for Building 123, which was owned by the NEB and leased to the Norton Telephone Company. The NTC building and lot were deeded to NC on May 4, 2003. NC will be responsible for future property taxes.
- ³⁵ A tax refund of \$9,003.92 (\$990.32 + \$8,013.60) plus interest is due for Lot 23, Block 4, Plat 81-9 (NEB Tax ID R-222-856-08). The Corporation paid \$990.32 on 6-30-90 and \$8,013.60 on 0-31-99. NC was taxed for NEB teacher housing located on this lot before the Corporation sold this parcel to the NEB on 4-23-92.
- ³⁶ A tax refund of \$8,640.64 (\$4,389.06 + \$4,230.90) plus interest is due for Tract 9B, Plat 94-2 (NEB Tax ID R-123-231-14). The Corporation paid \$(4,389.06 on 6-30-90 with check #1234 and \$4,230.90 on 0-31-99 with check #08. NC was taxed for the NEB tank farm located on this tract before NEB purchased the lot from the Corporation on 4-28-89 (B08/P289).
- ³⁷ To be totaled after this 14(c)(3) agreement is approved by all parties.