

"State Business" - no charge

QUITCLAIM DEED

BOOK 49 PAGE 916

TUNUNAK SCHOOL SITE

This deed is made and entered into this 10 day of January, 1989, by and between the Acting Area Director of the Juneau Area Office, Bureau of Indian Affairs, acting pursuant and subject to the Act of June 4, 1953, 67 Stat. 41, as amended, 25 U.S.C. Section 293a, and pursuant to authority delegated by the Secretary of Interior on the 17th day of November, 1981, in 209 DM 8 and 230 DM 3 dated March 16, 1988, hereinafter referred to as the Grantor, and the State of Alaska, Department of Education, 801 West 10th Street, Pouch F, Juneau, AK 99811 which has signed in acceptance by the attached certification, hereinafter referred to as the Grantee.

WITNESSETH:

WHEREAS, on December 5, 1983, the Bureau of Land Management (BLM) made a determination pursuant to Section 3(e) of the Alaska Native Claims Settlement Act (ANCSA) that the lands described below constituted the smallest practicable tract actually used by the Bureau of Indian Affairs (BIA) in connection with the administration of the Tununak School; and

WHEREAS, the time for appeal from the BLM August 16, 1984 Decision has expired; and

WHEREAS, the property known as the former Tununak School Reserve, as hereinbelow described, is no longer required by the United States for Native school purposes; and

WHEREAS, the above mentioned school authorities of Alaska have requested a conveyance of the school facility described hereinbelow from the United States for public school purposes; and

WHEREAS, the said property, including existing and future improvements shall be used for school or other public purposes; and

WHEREAS, all tax liabilities incurred by the grantee in the course of using the property, herein described shall be satisfied solely by the grantee; and

WHEREAS, the said property shall be available to Indians and non-Indians on the same terms, unless otherwise approved by the Secretary of the Interior pursuant to the authority contained in 25 U.S.C. 293a;

NOW, THEREFORE, the grantor, in consideration of the provisions of the Act of June 4, 1953, and the terms contained herein to be observed by the grantee, does by these presents convey, transfer, release, and quitclaim unto the said grantee, in fee, all the right, title, and interest of the United States in and to all real and personal property formerly constituting the Tununak school site, a tract more particularly described as follows:

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A parcel of land located entirely within Lot 2 of U.S. Survey No. 4054, being more particularly described as:

Commencing at the east corner of Lot 3 of U.S. Survey No. 4054, the point of beginning;

thence N. $53^{\circ}14'$ W., 118.70 feet, more or less;

thence N. $31^{\circ}46'$ E., 482.46 feet more or less, to a point on the common boundary of Lots 1 and 2 of U.S. Survey No. 4054;

thence S. $53^{\circ}14'$ E., on a portion of the common boundary between Lots 1 and 2 of U.S. Survey No. 4054 for a distance of 374 feet;

thence S. $31^{\circ}46'$ W., 285 feet;


thence S. $87^{\circ}12'$ W., 308.84 feet, more or less, to the east corner of Lot 3 of U.S. Survey No. 4054, the point of beginning.

Containing 3.55 acres.

Said tract of land lying and being situated in Section 28, Township 6 North, Range 91 West, Seward Meridian, Alaska, and being subject to all existing easements or rights-of-way across said property, reserving the right of egress and ingress to Federal property not conveyed under this quitclaim deed, and subject to a reservation of all mineral deposits in the land and the right to prospect for and remove such deposits under rules and regulations prescribed by the Secretary of the Interior.

To have and to hold the same, the appurtenances and privileges thereunto belonging, or in any wise appertaining, all estate, right, title and interest of the United States, either in law or equity, in possession or expectancy, to be used for school or other public purposes, for the benefit of Indian and non-Indians alike. If at any time the Secretary of the Interior determines that the grantee has failed to observe any provision or condition of this deed or the aforesaid Act of Congress, and that any such failure has continued for at least one year, the Secretary may declare a forfeiture of this entire conveyance and the whole title hereby conveyed shall thereupon revert to the United States along with any improvements located thereon. Such determination by the Secretary of the Interior shall be final. In the event of such a declaration of forfeiture by the Secretary of the Interior, all outstanding taxes shall be paid by the grantee. Further, any tax liabilities outstanding or in dispute at the time of forfeiture shall not be construed as an encumbrance for the purpose of revesting title in the United States or for the purpose of any subsequent conveyance of that title.


IN WITNESS WHEREOF the Acting Area Director, Department of Interior, Bureau of Indian Affairs, Juneau Area, Juneau, Alaska, pursuant to the authority delegated in 209 DM 8 dated November 17, 1981, and 230 DM 3 dated March 16, 1988, has hereunto set his hand this 10 day of January, 1989.


Acting Area Director, Juneau Area
Bureau of Indian Affairs

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was signed and sworn before me this 10TH day of

January, 1989.


J. COLLARD
Notary Public in and for Alaska
My Commission Expires: 3-12-1991

Please return to Grantee

Grantor's Address: Bureau of Indian Affairs
Juneau Area Office
P.O. Box 3-8000
Juneau, Alaska 99802-1219

Grantee's Address: Alaska Department of Educaiton
P.O. Box F
Juneau, Alaska 99811

BETHEL RECORDING DISTRICT

CERTIFICATION OF ACCEPTANCE AND RECEIPT

TUNUNAK SCHOOL SITE

THIS CERTIFICATE OF ACCEPTANCE, is executed and delivered to the United States of America, to and through the Acting Area Director, Juneau Area Office, Bureau of Indian Affairs, as the authorized representative of the Secretary of the Interior, Grantor in that certain deed, receipt of which is hereby acknowledged and accepted, by the State of Alaska, Department of Education, identified as Grantee in the attached deed conveying title to the former Tununak School Site, by and through its undersigned representatives.

WHEREAS, authority has been vested in the Grantor by and subject to the Act of June 4, 1953, 67 Stat. 41, as amended, 25 U.S.C. Section 293a, and pursuant to authority delegated by the Secretary of Interior in 209 DM 8 dated November 17, 1981, and 230 DM 3 dated March 16, 1988, to convey certain school land and the improvements thereon in Alaska whenever he determines the same are no longer required by the United States for Native school purposes, subject to the terms, conditions, limitations, and reservations contained in said Act; and

WHEREAS, the undersigned representative of the Grantee has requested on its behalf a conveyance from the United States of its interest in and to the lands described in the deed to which this Certificate is attached, together with all improvements located thereon, for school or other public purposes;

NOW THEREFORE, the Grantee for and in consideration of the United States conveyance to it does hereby accept all of the right, title, and interest of the United States of America, if any, in and to land, buildings, structures, facilities, improvements, fixtures, equipment, expendable supplies and materials, and related personal property, located on and used in connection with the Tununak school site more fully described in the deed accompanying this Certificate, and does hereby acknowledge receipt of said conveyance as of the date of its execution by the Acting Area Director. Grantee hereby agrees to accept the said school facility, as described in the deed to which this Certificate is attached, as is, where is. Grantee hereby also agrees to assume full responsibility for any maintenance, repair, replacement, or improvement of the facilities conveyed, which may be now or from time-to-time hereinafter required, and further agrees to waive and release the United States from any and all claims of any nature whatsoever which it might otherwise assert against the United States on the basis of the condition of the premises transferred.

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This Certificate of Acceptance shall become effective from and after the date of the subscription, by the Acting Area Director, Juneau Area Office, Bureau of Indian Affairs, of the deed to which it is attached.

ACCEPTED, AGREED TO, and receipt acknowledged this 18 day of January, 1989.

James E. Tozer
School Authority

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument has been signed and sworn to before me this 18 day of January, 1989, by James E. Tozer.

James E. Tozer
Notary Public in and for Alaska
My Commission Expires: _____



89-0134
NC

RECORDED-FILED
BETHEL RECORDING
DISTRICT

JAN 23 2 34 PM '89

REQUESTED BY AS/DOE

ADDRESS _____