

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 24-16**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY APPROVING AN EASEMENT
ACROSS BOROUGH PROPERTY IN SHUNGNAK TO THE
CITY OF SHUNGNAK FOR A HEAT RECOVERY PROJECT,
AND FOR RELATED PURPOSES.**

WHEREAS: the Northwest Arctic Borough Planning Department received a request from the Alaska Native Tribal Health Consortium (ANTHC), Division of Environmental Health and Engineering (DEHE) on behalf of the City of Shungnak an easement needed for a heat recovery project in Shungnak as identified on Exhibit A to this Resolution; and

WHEREAS: the project will support a heat recovery project that will save energy and reduce diesel consumption; and

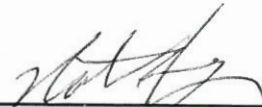
WHEREAS: the easement will serve a public purpose beneficial to the Borough and residents of Shungnak; and

WHEREAS: through Planning Commission Resolution 24-02, the Planning Commission reviewed the easement request and recommended Assembly approval.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly hereby approves conveyance of an easement to the City of Shungnak across Borough property in Shungnak identified as identified on Exhibit A; and

BE IT FURTHER RESOLVED: the easement agreement shall include a condition requiring that the easement will terminate, and the property interest will revert back to the Borough in the event the Assembly, by resolution, finds that the real property is not being used for the public purpose stated in this resolution authorizing the conveyance as required by NABC 2.48.090.

PASSED AND ADOPTED THIS 29th DAY OF MAY 2024.



Nathan Hadley, Sr., Assembly President

PASSED AND APPROVED THIS 29th DAY OF MAY 2024.



Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 29th DAY OF MAY 2024.



Stella Atoruk, Borough Clerk

ATTEST:





ALASKA NATIVE
TRIBAL HEALTH
CONSORTIUM

Environmental Health & Engineering

Northwest Arctic Borough
P. O. Box 1110
Kotzebue, Alaska 99752

June 30, 2023

To whom it may concern,

Re: Shungnak Heat Recovery Expansion Project, Easement Document SHG-23-P1, ANTHC Project AN-21-ZA3

The Alaska Native Tribal Health Consortium (ANTHC), Division of Environmental Health and Engineering (DEHE) and the City of Shungnak are working on a heat recovery Project in Shungnak. It is located within the remainder of US Survey 2247, of which you are the owner. In order to obtain site control for the project, the ANTHC, working for and on behalf of the City of Shungnak has attached the above easement for your consideration and signature.

If the easement meets your approval, please provide a notarized signature on the GRANTOR CERTIFICATION on page 3 of the document. Return the document to us. It will be sent to the City of Shungnak for the GRANTEE signature. Once it has recorded, we will send you a copy for your records.

If you have any questions, please call me at 1-800-560-8637, Ext. 35797. My mailing address is below.

Paul Russell, PLS
Alaska Native Tribal Health Consortium
Division of Environmental Health and Engineering
4500 Diplomacy Drive
Anchorage, Alaska 99508

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Russell".

Paul Russell
Professional Land Surveyor

**DEED OF EASEMENT
FOR
PUBLIC UTILITY EASEMENT**

Easement SHG-23-P1, Shungnak, Alaska

DEED OF EASEMENT MADE AND ENTERED INTO this ____ day of _____ 2023 by Northwest Arctic Borough, P.O. Box 1110, Kotzebue, Alaska, 99752, hereinafter referred to as the Grantor, and City of Shungnak, P.O. Box 59, Shungnak, Alaska, 99773, hereinafter referred to as the Grantee: That in consideration of \$1.00, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a public utility easement, for the purpose of a heat recovery expansion project, located on the Grantor's property located within remainder US Survey 2047 of the School Reserve, approved November 9, 1938, Kotzebue Recording District, State of Alaska. The Easement is shown in Exhibit SHG-23-E1 and labeled "Easement SHG-23-P1", and is more specifically that portion of said remainder US Survey 2047, described as follows:

Beginning for reference, at the northwest corner of Lot 8, Block 8, TR C, US Survey 4417, approved May 26, 1967, and a point on the southerly boundary of said remainder US Survey 2047, and the northerly Right of Way of Hall Street; thence N65°57'45"W, 47.93 feet, along the northerly boundary of said Right of Way, to the True Point of Beginning; thence N65°57'45"W, 200.00 feet, along the northerly boundary of said Right of Way to the southwest corner of remainder of US Survey 2047; thence N23°59'00"E, 12.01 feet, along the easterly Right of Way of Back Street; thence S73°51'04"E, 6.47 feet, along the southerly boundary of Public Utility Easement, Document #2010-000273-0; thence N72°54'38"E, 178.97 feet, along said Public Utility Easement; thence S19°17'09"W, 131.07 feet, along said Public Utility Easement to the True Point Of Beginning.

Said parcel contains 10,463 sq. feet, more or less.

KOTZEBUE RECORDING DISTRICT

QUALIFICATIONS:

THE EASEMENT IS GRANTED subject to the following terms and conditions:

The Grantor hereby disclaims any warranty that it has any title, including marketable title, to the Easement.

The Grantee hereby covenants with the Grantor, that it will construct and maintain the aforesaid improvements on the Easement in a workmanlike manner. All work on and use of the Easement shall be performed in accordance with any applicable codes, regulations or laws. The costs of constructing, maintaining and managing the heat recovery project and any and all other costs related to Grantee's use of the Easement shall be borne solely by Grantee.

In addition, the Grantee shall indemnify the Grantor against liability for damages to life or property arising from Grantee's occupancy or use of the Easement, and Grantee restore the Easement as nearly as may be possible to its original condition upon completion of construction in accordance with acceptable engineering principles.

The Grantor reserves the right to use the Easement in any way and for any purpose so long as such use does not unreasonably interfere with the rights hereby granted to the Grantee.

The Easement is perpetual so long as it shall actually be used for the purpose stated herein; provided, however, that in accordance with the Northwest Arctic Borough Code Section 2.48.090(E), as may be amended from time to time, title to the Easement shall automatically be re-vested in the Grantor in the event that the Northwest Arctic Borough Assembly finds by resolution that the Easement is not being used for the public purpose stated in the resolution authorizing the conveyance of this Easement and records such resolution in the above recording district.

GRANTOR CERTIFICATION

IN WITNESS WHEREOF, the parties have executed this instrument
At Kotzebue, Alaska.

By: Dickie MOTO (signed)
GRANTOR

Dickie MOTO (printed)

NWAB Mayor Title

STATE OF ALASKA)
)ss:
SECOND JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS, THE _____ day of _____ 2023,
before me, the undersigned Notary Public in and for the State of Alaska, duly
commissioned and sworn, personally appeared, to me known to be the individual described in
and who executed the above and foregoing instrument in the capacity as stated therein and
acknowledged to me that he/she signed and sealed the same freely and voluntarily for the uses
and purposes therein mentioned.

(place notary stamp below)

NOTARY PUBLIC FOR ALASKA

My commission expires: _____

KOTZEBUE RECORDING DISTRICT

Return to: ATTN: Paul Russell, PLS
Alaska Native Tribal Health Consortium
4500 Diplomacy Drive, Ste. 200
Anchorage, Alaska 99508

GRANTEE CERTIFICATION

IN WITNESS WHEREOF, the parties have executed this instrument
At Kotzebue, Alaska.

By: _____ (signed)
GRANTEE

_____ (printed)

_____ Title

STATE OF ALASKA)
)ss:
SECOND JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS, THE _____ day of _____ 2023,
before me, the undersigned Notary Public in and for the State of Alaska, duly
commissioned and sworn, personally appeared, to me known to be the individual described in
and who executed the above and foregoing instrument in the capacity as stated therein and
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and purposes therein mentioned.

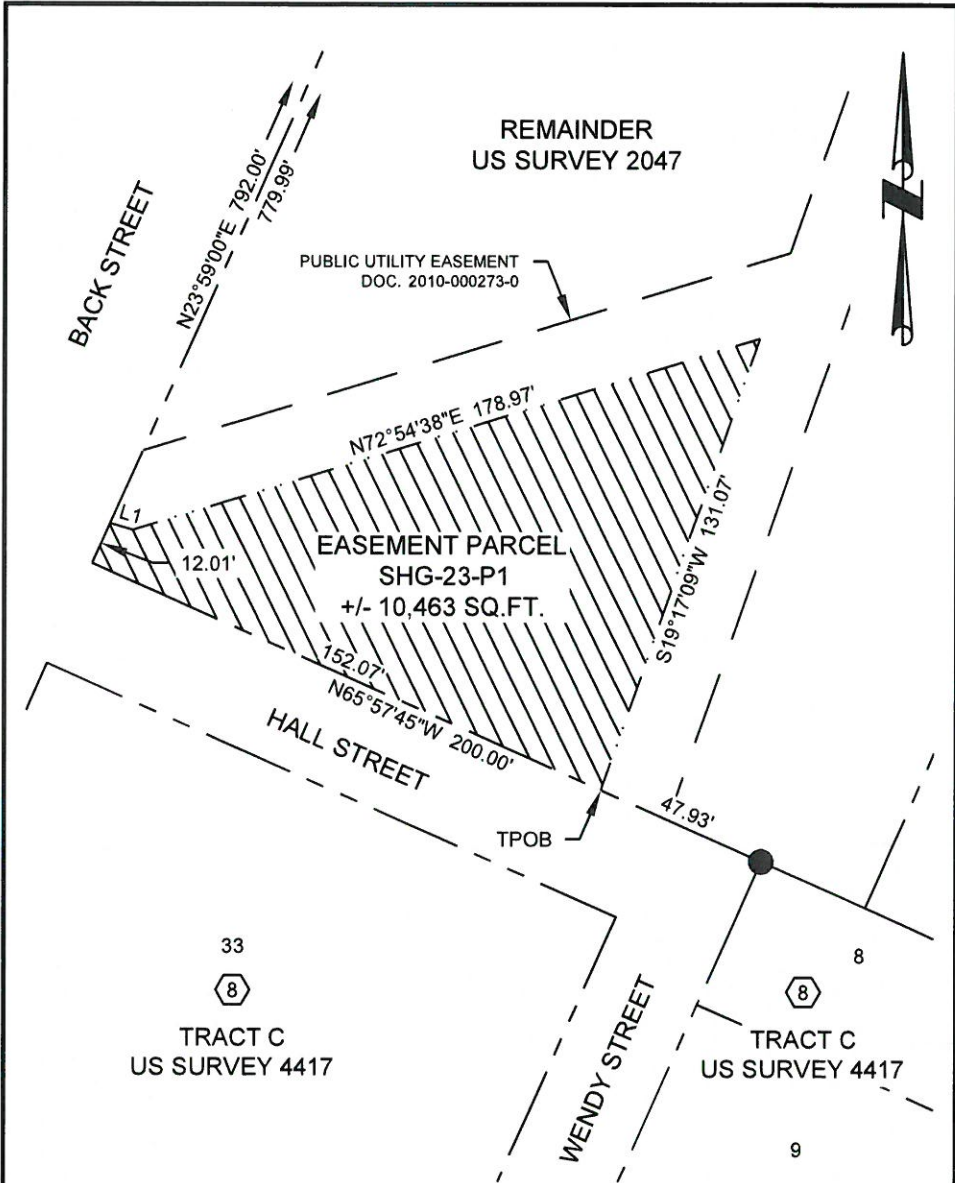
(place notary stamp below)

NOTARY PUBLIC FOR ALASKA


My commission expires: _____

KOTZEBUE RECORDING DISTRICT

Return to: ATTN: Paul Russell, PLS
Alaska Native Tribal Health Consortium
4500 Diplomacy Drive, Ste. 200
Anchorage, Alaska 99508



LEGEND


 = EASEMENT AREA

NOTES

1. BEARINGS ARE LOCAL AND ASSUMED.

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S73°51'04"E	6.47



 <p>Alaska Native Tribal Health Consortium Division of Environmental Health and Engineering 4500 Diplomacy Drive Anchorage, Alaska 99508 (907) 729-5600</p>	<p>EXHIBIT: SHG-23-E1</p>	<p>COMMUNITY: SHUNGNAK</p>
	<p>PARCEL # SHG-23-P1</p>	<p>DATE: 6/22/2023</p>
	<p>RECORDING DISTRICT: KOTZEBUE</p>	<p>PAGE 5 OF 5</p>