

1984 Transfer of Property Agreement (TOPA)

1984 TRANSFER OF PROPERTY ON THE PRIBILOF ISLANDS: DESCRIPTIONS, TERMS AND CONDITIONS

1. This document, to be known as "Transfer of Property on the Pribilof Islands: Descriptions, Terms and Conditions," is made this 10th day of February, 1984, pursuant to the direction of the Congress as expressed in Section 205 of the Fur Seal Act Amendments of 1983, Pub. L. No. 98-129, by and among the Tanadgusix Corporation, hereinafter known as "Tanadgusix", a native village corporation established under the laws of the State of Alaska pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. §§ 1601-1624; the St. George Tanaq Corporation, hereinafter known as "Tanaq", a native village corporation established under the laws of the State of Alaska pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. §§ 1601-1624; the City of St. Paul, a municipality organized under the laws of the State of Alaska; the City of St. George, a municipality organized under the laws of the State of Alaska; the Aleut Community of St. Paul, an Indian tribe chartered under the provisions of the Indian Reorganization Act of 1934, as amended; the Aleut Community of St. George, an Indian tribe chartered under the provisions of the Indian Reorganization Act of 1934, as amended; State of Alaska; and the United States of America, hereinafter referred to as the "United States" acting by and through the Secretary of Commerce, hereinafter referred to as the "Secretary."
2. The provisions of this agreement shall take effect at such time as all of the following events have taken place:
 - (a) The legislation referred to in 1 has been enacted, authorizing the Secretary to convey the real and personal property that is the subject of this document.
 - (b) Tanadgusix and Tanaq file with the Secretary certified copies of resolutions of their respective boards of directors ratifying and affirming the agreement embodied in this document and acceding to its terms and conditions, and accompanied, as appropriate, by opinions of legal counsel.
 - (c) The City of St. Paul and the City of St. George file with the secretary certified copies of resolutions of their respective City Councils ratifying and affirming the agreement embodied in this document and acceding to its terms and conditions, and accompanied, as appropriate, by opinion of legal counsel.
 - (d) The Aleut Community of St. Paul Island, Alaska and the Aleut Community Council of St. George, Alaska file with the Secretary certified copies of resolutions of their respective Tribal Government Councils ratifying and affirming the agreement embodied in this document and acceding to its terms and conditions, and accompanied, as appropriate, by opinion of legal counsel.
3. (a) For purposes of the agreement embodied in this document, the subject real property shall be identified and described by means of the boundary descriptions set forth in Appendix A to this document, hereinafter referred to as the "Interim Boundary Descriptions." Following a survey of the islands by the Bureau of Land Management, U.S. Department of the Interior, and the preparation of

real property boundary descriptions, such descriptions shall control the determination of the actual boundaries and acreages of the real property to be conveyed or retained, and not the Interim Boundary Descriptions.

- (b) "Interim conveyance" as used in this agreement means the conveyance granting to the recipient legal title to unsurveyed lands, and containing all the reservations for easements, rights-of-way, or other interests in land provided by this agreement, subject only to confirmation of the boundary descriptions after approval of the survey of the conveyed land.
- (c) "Patent" as used in this agreement means the original conveyance granting legal title to the recipient to surveyed lands, and containing all the reservations for easements, rights-of-way, or other interests in land provided by this agreement; or the document issued after approval of the survey of the conveyed land.

4. The Pribilof Islands *Joint Management Board established by the Cooperative Agreement* entered into on December 22, 1976, by and between the Tanadgusix Corporation, the Tanaq Corporation, and the National Marine Fisheries Service, National Oceanic and Atmospheric Administration, United States Department of Commerce, remains in existence. This Cooperative Agreement shall be amended to provide full membership to the Aleut Community of St. Paul Island, Alaska, to the City of St. Paul, Alaska, to the Aleut Community of St. George, Alaska, and to the City of St. George, Alaska, with all rights and privileges as members. In the event that the State of Alaska's land ownership and activities on the Pribilof Islands involves matters under the Board's jurisdiction, the State will be provided an opportunity to join the Board.

5. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and Tanadgusix agrees to accept, all right, title and interest to the following real property located on St. Paul Island, Alaska:

- (a) the Plant Site and Industrial Buildings Area, identified in Appendix A as parcel 1, provided that (1) Tanadgusix shall lease on an annual basis to the United States, for nominal rent, the seal skin processing plant buildings (including any fixtures and other equipment contained therein, a 10-foot wide strip around the buildings, and all rights of ingress and egress), which lease may be renewed annually upon written notification by the Secretary on or before December 15 that use of the seal skin processing plant buildings will be necessary in the following calendar year for the United States to carry out its obligations under the *Interim Convention on the Conservation of North Pacific Fur Seals* (as amended), or its successor. The United States shall exercise complete dominion and control over the aforementioned property during the term of the lease, including, but not limited to, the right to make any modifications or alterations to the structures or the equipment contained therein without incurring any further obligation to Tanadgusix. The Tanadgusix Corporation shall not be liable for any loss, property damage or personal injury resulting from the United States' use of the property.

At the termination of the lease, the United States shall return the property to Tanadgusix in "as is" condition; and provided further that (2) Tanadgusix Corporation will, as soon as possible, convey at cost of \$1.00 to the Aleut Community of St. Paul Island, Alaska all right, title and interest, including reasonable access rights, to an as yet unidentified parcel, not to exceed one acre, of undeveloped land with a maximum of 200 linear feet of waterfront. This parcel is for

the purpose of supporting local resident fishermen who are Tribal members and will allow for the construction of vessel loading/unloading wharf(s) or piers and vessel moorage and launching facilities. The parcel will also serve other Aleut Community of St. Paul Island, Alaska purposes in the Island's Tribal fishery. These fishing facilities are being developed with grant assistance from the U.S. Department of Commerce's Economic Development Administration, Grant #07-19-02705. Tanadgusix Corporation has no obligation to improve said property in any manner. It is agreed that the agreement to convey, and the conveyance of the parcel in question, is to insure a location for Tribal members' fishery and said conveyance shall not in any manner interfere with the commercial development of the port. The subject property will be located between Point Warehouse and the proposed breakwater on the waterfront, the site must be suitable for the aforementioned purposes, and the upland area of the site must be reasonably suitable for construction of landside facilities in support of the aforementioned waterfront uses. The selected site must be agreeable to both Tanadgusix Corporation and the Aleut Community of St. Paul Island, Alaska. In the event that Tanadgusix Corporation and the Aleut community of St. Paul Island, Alaska are unable to reach a mutual agreement on the site location, the parties shall present the dispute to the Deputy Administrator of the National Oceanic and Atmospheric Administration for a final decision;

And provided further that (3) Tanadgusix Corporation will lease to the Aleut Community of St. Paul Island, Alaska the buildings known as "Elephant Hut," and "Point Warehouse," including a reasonable amount of land surrounding them and ingress and egress rights. The minimum term of the lease will be based upon the useful life of the buildings and facilities including all improvements and modifications as determined by the current Internal Revenue Service Depreciation Tables. If the Tanadgusix Corporation terminates the lease prior to the useful life term of the subject buildings and facilities, Tanadgusix Corporation will compensate the Aleut Community of St. Paul Island, Alaska or the Economic Development Administration for the remaining value of any leasehold improvements made by the Aleut Community of St. Paul, Alaska in accordance with current Internal Revenue Service Depreciation Tables. The Aleut Community of St. Paul Island, Alaska agrees to use the buildings and facilities for their intended purposes of Tribal Community ship repair, storage, and ships chandlery. No other uses shall be allowed without the express permission of Tanadgusix Corporation. The lease agreement between the aforementioned parties shall be subject to Economic Development Administration approval to meet the terms and conditions of.

And further provided that (4) the Aleut community of St. Paul Island, Alaska and Tanadgusix Corporation are considering an agreement for the lease of the New Fish Plant and purchase of equipment and structural improvements. If instead Tanadgusix Corporation decides to sell the new fish plant, Tanadgusix Corporation will offer the right to purchase the equipment and then existing building improvements and lease the land and unimproved building, including ingress and egress rights to the Aleut Community of St. Paul Island, Alaska subject to the following terms and conditions;

The land and unimproved building shall be leased for \$1.00 per year, for a term based upon the useful life of the building, as determined by current Internal Revenue Service Depreciation

Tables, subject to the right of termination at any time; provided further that the Aleut Community of St. Paul Island, Alaska in the event of early termination shall be reimbursed for the then current value of any improvements to the land and building, as determined by current Internal Revenue Service Depreciation Tables.

In the event that TDX leases the real property and building in accordance with this section, the recent building improvements and equipment will be purchased at their then current depreciated value using current Internal Revenue Service Depreciation Tables and provided further that any available useable supplies will be purchased at cost plus freight; and provided further that (5) Tanadgusix shall immediately transfer or convey to the City the building and fixtures comprising the powerhouse; and provided further that (6) Tanadgusix shall transfer or convey to the City any and all property necessary for municipal purposes and not having potential for commercial development, upon such terms and conditions as are agreed to by Tanadgusix and the City, provided, however, that the City will receive those facilities necessary for City functions at nominal cost. Among these facilities are the gas tanks, combine shop, machine shop and garage and the Cascade Building; and provided further that (7) Tanadgusix Corporation will convey to the Aleut Community of St. Paul Island, Alaska all right, title and interest to an as yet unidentified parcel greater than 0.5 acres and not exceeding 1.5 acres, which is mutually agreeable to both parties and suitably located for a community gasoline service station. It is the understanding of the parties that the subject parcel shall not interfere with port development, nor be an encumbrance on any land identified or needed for port development or related economic activity; and provided further that (8) There shall be an agreement between Tanadgusix Corporation, the Aleut Community of St. Paul Island, Alaska, and the City of St. Paul regarding the use of the gasoline storage tanks. This agreement shall contain a mutually acceptable provision that, for a period of five years, sufficient community gasoline station storage capacity shall be provided at cost on a proportionate basis. After the five year period, annual renegotiation of gasoline storage costs shall be undertaken on an arms length basis; and provided further that (9) The parties agree that the existing gasoline station shall be relocated if and when the existing station interferes with the port development. Until that time, the gasoline station shall be leased, "as is" on the date of this agreement, to the Aleut Community of St. Paul Island, Alaska by Tanadgusix corporation for \$1.00 per year.

- (b) the West Landing Area, identified in Appendix A as Parcel 3, provided that Tanadgusix Corporation shall promptly enter into a free joint use agreement with the Aleut Community of St. Paul Island, Alaska providing for use of this property in the Aleut day boat fishery. The joint use agreement will not expire until the following conditions exist: (i) the parcel of land has been conveyed in accord with Section S(a)(2); and (ii) the West Landing Area is required for commercial industrial development by the Tanadgusix Corporation.
- (c) the Polovina Borrow Pit, identified in Appendix A as Parcel 5, provided that the City of St. Paul shall have free and unrestricted access to the Borrow pit and the materials therein for purposes of existing levels of road and airport maintenance for a period of five years, and the cost and access to said materials will be negotiated annually following the initial five year period, and provided further that if the Aleut Community of St. Paul Island, Alaska, at the end of the five year period or at any time thereafter assumes the responsibility of existing levels of

road and airport maintenance or any part thereof, it shall have the right to free and unrestricted access to the subject pit and the materials therein. The above free use permit rights of both the City of St. Paul and the Aleut Community of St. Paul Island, Alaska are transferable to the State of Alaska if the State is performing any part of said maintenance. This agreement shall in no manner encumber Tanadgusix Corporation's right to use said materials for purposes deemed appropriate.

- (d) the property described in Appendix A as Parcel 14, except that the United States shall retain all right, title and interest to the structures known as the NMFS staff quarters, the NMFS office building, and Building No. 38 (also known as the GARCO building), together with a 20-foot wide strip around each building and all rights of ingress and egress.
 - (e) the Telegraph Hill Borrow Pit, identified in Appendix A as Parcel 4, provided that the City of St. Paul shall have free and unrestricted access to the Borrow Pit and the materials therein for purposes of existing levels of road and airport maintenance for a period of five years, and the cost and access to said materials will be negotiated annually following the initial five year period, and provided further that if the Aleut Community of St. Paul Island, Alaska, at the end of the five year period or at any time thereafter assumes the responsibilities of existing levels of road and airport maintenance or any part thereof, it shall have the right to free and unrestricted access to the subject pit and the materials therein. The above free use permit rights of both the City of St. Paul and the Aleut Community of St. Paul Island, Alaska are transferable to the State of Alaska if the State is performing any part of said maintenance. This agreement shall in no manner encumber Tanadgusix Corporation's right to use said materials for purposes deemed appropriate.
 - (f) the Diesel Tank Farm, identified in Appendix A as Parcel 8; provided that Tanadgusix and the City of St. Paul shall agree to the allocation of sufficient diesel fuel storage capacity to the City to meet the City's power generation, heating, and other municipal requirements; and further provided that the diesel fuel presently in the tanks shall be the property of the City and further provided that for a period of no less than five years the storage capacity will be provided to the City at cost.
6. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and the City of St. Paul agrees to accept, all right, title and interest to the following real property located on St. Paul Island, Alaska:
- (a) the Fresh Water Pumps. and adjacent property, identified in Appendix A as Parcel 11;
 - (b) the Water Treatment Plant, identified in Appendix A as Parcel 12;
 - (c) the Fresh Water Storage Tanks, identified in Appendix A as Parcel 13;
 - (d) the Sanitary Landfill, identified in Appendix A as Parcel 6;
 - (e) the existing electrical power distribution system, together with all easements and rights-of-way appurtenant thereto.
7. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and the Aleut Community of St. Paul Island,

Alaska agrees to accept, all right, title, and interest to the following real property located on St. Paul Island, Alaska.

- (a) the East Landing area of St. Paul Island, Alaska identified in Appendix A as Parcel 2, provided that the City of St. Paul be permitted to use the East Landing for lightering purposes at a nominal cost defined as the cost of maintaining and repairing any damages to the existing dock or the proposed adjacent boat launch as a result of the City's, or its agent's use. The aforementioned shall be effective for a period of five years and thereafter subject to annual renegotiation. It is further provided that the City and its agents and contractors shall use the facilities so as not to interfere with community subsistence and commercial fishing activities;
- (b) the Teacher Housing identified in Appendix A as Parcel 9;
- (c) the Housing and Airport Road Shop identified in Appendix A as Parcel 7;

The Aleut Community of St. Paul Island, Alaska agrees to lease the Teacher Housing identified in items (b) and (c) to the Pribilof Island School District for the purposes of teacher housing until such time as new teacher housing is constructed by the State or by the Pribilof Island School District. The lease will be for a nominal rent and the Pribilof Island School District shall be responsible for maintenance and operating costs.

8. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and the State of Alaska agrees to accept, all right, title and interest to the following real property located on St. Paul Island, Alaska:

- (a) the St. Paul Airport, identified in Appendix A as Parcel 15. Tanadgusix agrees to lease to the State, on a long-term basis, additional property bordering the airport as required by applicable statutes, regulations, and agreements;
- (b) that portion of the property identified in Appendix A as Parcel 10 that includes the St. Paul School building and grounds, but extending no further west than the steel guard rail located on the east side of the road that traverses the property.

9. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and the State of Alaska agrees to accept, all right, title and interest to the following real property located on St. George Island, Alaska:

- (a) the St. George Airport, identified in Appendix A as Parcel 34. Tanaq agrees to lease to the State, on a long-term basis, additional property bordering the airport as required by applicable statutes, regulations and agreements;
- (b) that portion of the Staraya/North Joint Use Area, identified in Appendix A as Parcel 43, comprising the airport hangar, together with a 20-foot wide strip around the building, and all rights of ingress and egress;
- (c) the St. George School, identified in Appendix A as Parcel 35;

10. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and Tanaq agrees to accept, all right, title and interest to the following real property located on St. George Island, Alaska:

- (a) the St. George hotel building, identified in Appendix A as Parcel 267

- (b) those portions of the Industrial Buildings Area, identified in Appendix A as Parcel 27, comprising the buildings known as Butler buildings One and Three, the Armco building, the carpenter shop, the NMFS warehouse, Cottage 'F', the old powerhouse (also known as the bio-lab building), and the salt waters wells near the village dock area, together with a 10-foot wide strip around each building and all rights of ingress and egress;
- (c) that portion of the Industrial Buildings Area, identified in Appendix A as Parcel 27, comprising the East Landing, together with all rights of ingress and egress;
- (d) the National Marine Fisheries Service Staff Quarters, (House #16) identified in Appendix A as Parcel 36;
- (e) that portion of the property identified in Appendix A as Parcel 37 that encompasses the building known as Cottage 'E' (also known as Cottage No. 2) and all land in Parcel 37 lying to the west of a line drawn parallel to the east wall of Cottage 'D', which line shall be equidistant from the east wall of Cottage 'D' and the west wall of the building known as Cottage 'C'.

11. The United States agrees to convey, by patent or interim conveyance granted by the Bureau of Land Management, U.S. Department of the Interior, and the City of St. George agrees to accept, all right, title and interest to the following real property located on St. George Island, Alaska:

- (a) the Fresh Water Wells, identified in Appendix A as Parcel 28;
- (b) the Zapadni Dock Joint Use Area, identified in Appendix A as Parcel 29;
- (c) the Village Dock Joint Use Area, identified in Appendix A as Parcel 30;
- (d) the Gasoline Tank Farm, identified in Appendix A as Parcel 31;
- (e) the Diesel Tank Farm, identified in Appendix A as Parcel 32;
- (f) the Borrow Pit and Sanitary Landfill, identified in Appendix A as Parcel 33, provided that the State of Alaska shall have free and unrestricted access to the Borrow Pit and the materials therein for purposes of existing levels of road and airport maintenance;
- (g) those portions of Parcel 27 not conveyed to Tanaq under the provisions of Paragraph 10, supra, except for the structure known as the seal skin processing plant, together with a 10-foot wide strip around the building;
- (h) the existing electrical power distribution system, together with all easements and rights-of-way appurtenant thereto;
- (i) the existing sewage disposal system, together with all easements and rights-of-way appurtenant thereto;
- (j) that portion of the property identified in Appendix A as Parcel 37 that encompasses the building known as Cottage 'D' (also known as Cottage 3), together with a 10-foot wide strip around the building and all rights of ingress and egress.

12. The United States shall retain all right, title and interest to the following real property located on St. Paul Island, Alaska:

- (a) the Zapadni-Tolstoi fur seal rookery, identified in Appendix A as Parcel 16;
- (b) the Zapadni Rookery Joint Use Area, identified in Appendix A as Parcel 17;

- (c) the Reef Rookery, identified in Appendix A as Parcel 18;
- (d) the Lukanin - Kitovi fur seal rookery, identified in Appendix A as Parcel 19;
- (e) the Polovina fur seal rookery, identified in Appendix ? as Parcel ?;
- (f) the Northeast Point fur seal rookery, identified in Appendix ? as Parcel 21;
- (g) the Northeast Point Rookery Joint Use Area, identified in Appendix ? as Parcel 22;
- (h) the portions of Parcel 14 described in paragraph 5(e), *supra*;
- (i) the National Weather Service Station site, identified in Appendix A as Parcel 23;
- (j) the U.S. Coast Guard LORAN station and the U.S. Coast Guard navigation beacon site, identified in Appendix A as Parcels 24 and 25, respectively;
- (k) that portion of Parcel 10 remaining after conveyance of the St. Paul School to the State of Alaska, as described in Paragraph 8(b), supra, which remaining property shall comprise the buildings and grounds of the hospital.

13. The United States shall retain all right, title and interest to the following real property located on the St. George Island, Alaska:

- (a) the Zapadni fur seal rookery, identified in Appendix A as Parcel 46;
- (b) the Zapadni Rookery Joint Use Area, identified in Appendix A as Parcel 47;
- (c) the East fur seal rookery, identified in Appendix A as Parcel 38;
- (d) the East Rookery South Joint Use Area, identified in Appendix A as Parcel 39;
- (e) the East Rookery East Joint Use Area, identified in Appendix A as Parcel 40;
- (f) the East Rookery West Joint Use Area, identified in Appendix A as Parcel 41;
- (g) the North fur seal rookery, identified in Appendix A as Parcel 42;
- (h) the Staraya/North Joint Use Area, identified in Appendix A as parcel 43, except for that portion conveyed to the State of Alaska as described in paragraph 9(b), supra;
- (i) the Staraya Artil fur seal rookery, identified in Appendix A as Parcel 44;
- (j) the Staraya Artil Rookery Joint Use Area, identified in Appendix A as Parcel 45;
- (k) that portion of Parcel 27 comprising the seal skin processing plant, together with a 10-foot wide strip around the building and all rights of ingress and egress;
- (l) the St. George Hospital, identified in Appendix A as Parcel 37, including that portion of Parcel 37 encompassing the building known as Cottage 'C' (also known as Cottage No. 4) together with a 5-foot wide strip of land, around the building, but except for that portion of Parcel 37 conveyed to Tanaq, as described in Paragraph 10(e), supra.

14. The Secretary shall transfer all right, title and interest to the National Marine Fisheries Service personal property deemed surplus to government needs located on St. Paul Island, Alaska, and the undersigned agree to accept all right, title and interest in said property as follows:

- (a) All trade fixtures, equipment, supplies and inventory located in each building shall be transferred with said building;

- (b) All other equipment, supplies and inventory shall be transferred to the City of St. Paul, subject to the City making said equipment, supplies and inventory available on a priority, as needed, basis with the using entity paying an appropriate fee to cover costs and maintenance.

15. The Secretary shall transfer all right, title and interest to National Marine Fisheries Service personal property deemed surplus to government needs located on St. George Island, Alaska, and the undersigned agree to accept all right, title and interest in said property as follows:

- (a) All trade fixtures, equipment, supplies and inventory located in each building shall be transferred with said building;
- (b) All other equipment, supplies and inventory necessary for the provision of community services shall be transferred to the City of St. George;
- (c) All remaining equipment, supplies and inventory shall be transferred to the St. George Tanaq Corporation.

16. This agreement may be signed in counterparts, provided that should any party unilaterally amend, cancel, obliterate, or otherwise attempt to alter any provision of this document, said party's signature shall immediately become null and void.