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**U.S. Dept. of the Interior
Bureau of Land Management
AA-93227 (2541)
AA-10495 (2653)**

2012 AUG -6 PM 3:05
P.M. AK SO 954
ANCHORAGE, AK

Sheldon Jackson College	:	AA-93227
c/o Christianson & Spraker	:	Color of Title Application
911 West 8th Avenue, #201	:	
Anchorage, AK 99501	:	
:	:	
Sealaska Corporation	:	AA10495
c/o Simpson Tillinghast & Sorenson, PC	:	Cemetery and Historic Site
One Sealaska Plaza, Suite 300	:	Selection
Juneau, AK 99801	:	
:	:	
USDA Forest Service	:	Tongass National Forest
Regional Forester	:	
709 West 9th Street	:	
PO Box 21628	:	
Juneau, AK 99802-1628	:	

**SHELDON JACKSON COLLEGE'S EXHIBITS
SUBMITTED IN SUPPORT OF COLOR OF TITLE APPLICATION**

Sheldon Jackson College hereby submits its Exhibits referred to in the college's accompanying *Sheldon Jackson College's Evidence and Argument in Support of Color of Title Application*.

Dated August 6, 2012.

CHRISTIANSON & SPRAKER

By: 
Cabot Christianson

List of Sheldon Jackson College Exhibits
Evidence and Argument in Support of Color of Title Application

Exhibit No.	Document Description
1	<i>Treaty of Cession</i> dated March 30, 1867; Ratifications Exchanged June 20, 1867; Treaty Proclaimed by the President of the United States June 20, 1867, 15 Stat. 539.
2	<i>1867 - Pages 7-11 of Historic Book 1, Sitka Recording District.</i> <u>Page 7:</u> Declaration of title ("Whereas it is understood ...") signed by Prince Maksoutoff on October 2, 1867. <u>Page 9</u> - notation ("Approved but ...") signed by Pestchouroff and Rousseau October 26, 1867. <u>Page 9</u> Description of property ("The following more full and more accurate description of the foregoing ...") containing metes and bounds description of Redoubt property
3	<i>1868 - Report of Transfer</i> - Message from the President of the United States in relation to the transfer of territory from Russia to the United States, January 27, 1868
4	<i>1883 - Deed - American Russian Commercial Company to Lynde and Hough</i> - Dated June 13, 1883, recorded on August 8, 1883, Historic Book C, pages 252-254
5	<i>1889 - Indenture - Lynde and Hough to Baranof Packing</i> - Dated January 1, 1889, recorded on March 26, 1889 - Historic Book 1-2, pages 121-123
6	<i>1900 - Indenture - Baranof Packing to John G. Brady</i> - Dated November 15, 1900, recorded on July 2, 1917 in Historic Book 3, Pages 132-133
7	<i>1918 - Indenture - John Green Brady to Mary B. Brady</i> - Dated July 9, 1918, recorded on December 31, 1918 in Historic Book 3, Pages 233-234
8	<i>1919 - Quitclaim Deed, from Elizabeth P. Brady, Hugh P. Brady, Sheldon J. Brady, Mary B. Brady, to John G. Brady, Jr.</i> - signed on various dates and recorded on November 10, 1924 in Historic Book 4, Pages 373-376
9	<i>1920 - Probate Order and Decree of Distribution - John G. Brady, Sr.</i> - half to wife Elizabeth Patton Brady and other half to 5 children (Hugh P., Sheldon J., Mary B., Elizabeth P. 2nd, John G, Jr.) - Entered in probate court on May 3, 1920
10	<i>1924 - Indenture - John G. Brady, Jr. to Elizabeth P. Brady</i> - Dated January 3, 1924, recorded on January 15, 1924 in Historic Book 4, Pages 332-323
11	<i>1981 - Quitclaim Deed - Hugh P. Brady to Sheldon Jackson College</i> - Dated April 10, 1981, recorded on April 30, 1981, at Book 52, Pages 213 - 214

List of Sheldon Jackson College Exhibits
Evidence and Argument in Support of Color of Title Application

12	1981 -Quitclaim Deed - Mary Beattie Brady to Sheldon Jackson College - Dated April 21, 1981, recorded on April 30, 1981, at Book 52, Pages 215 - 216
13	1981 - Quitclaim Deed - Elizabeth Patton Brady to Sheldon Jackson College - Dated April 21, 1981, recorded on April 30, 1981, at Book 52, pages 217 - 218
14	1981 - Quitclaim Deed - Lesley Jackson Roesch, aka Lesley Jackson Brady , to Sheldon Jackson College - Dated April 8, 1981, recorded on April 30, 1981, at Book 52, Page 219 - 220
15	1981 - Quitclaim Deed - John G. Brady, Jr. to Sheldon Jackson College - Dated May 13, 1981, recorded on June 23, 1981, at Book 52, pages 700-701
16	1984- Easement - Sheldon Jackson College to United States of America - Dated April 9, 1984, recorded on April 10, 1984, at Book 64, pages 602-605
17	Title report issued February 27, 2012 by First American Title Insurance Company
18	<i>Colonial Russian America</i> , Kyril T. Khlebnikov's Reports, 1817-1832.
19	<i>A History of the Russian-American Company</i> , by P. A. Tikmenev, 1861
20	<i>Builders of Alaska, The Russian Governors, 1818-1867</i> , by Richard A. Pierce
21	Excerpts from <i>Daily Alta California Newspaper</i> .
22	Posthearing Brief of the United States in <i>United States v. Bennett</i> , A-0842.
23	July 15, 1981 letter, Hugh G. Holloway, President, Sheldon Jackson College, to William P. Gee, Forest Supervisor
24	August 12, 1981 letter from H. Drew Bellon, Recreation and Lands Staff Officer, to the Regional Forester.
25	January 10, 1985 letter from James A. Calvin, U. S. Forest Service Director of Lands, Minerals and Watershed Management, to Harold E. Wolverton,
26	February 20, 1985 letter James A. Calvin to Michael E. Penfold, BLM
27	January 23, 1990 letter from BLM to Michael E. Kaelke, President of Sheldon Jackson College
28	September 21, 1990 letter from John H. Smith, Vice President of Administrative Services for SJC, to BLM.
29	March 27, 1991 memo from Lynda Ehrhart to BLM file
30	April 15, 1997 letter from Richard P. Harris, Vice President of Resource Planning & Administration for Sealaska Corporation, to Mr. Terry Hassett of the BLM Alaska State Office,

List of Sheldon Jackson College Exhibits
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31	October 6, 2005 memo from Scott G. Fitzwilliams, Forest Service Recreation, Lands, Minerals Staff Officer.
32	September 7, 2011 letter, from Forest Service to Cynthia Pickering Christianson
33	January 13, 2003 letter, James Powell to Richard Pierce
34	July 3, 2004 letter, Richard Pierce to James M. Powell
35	Sir George Simpson account, contained in <i>Early Visitors to Southeastern Alaska</i> , ed. By R. N. DeArmond
36	Southeast History: Alaska's first salmon cannery by Pat Roppel, Capital City Weekly, July 13, 2011
37	October 30, 1981 letter from Jim Corak, Asst. Assessor for the City and Borough of Sitka, to Sheldon Jackson College
38	March 23, 1982, handwritten note from Jim Corak, Asst. Assessor, to City Administrator
39	Coast Pilot of Alaska (First Part), 1869, including report of George Davidson
40	Letter from the Secretary of War, Report of Major John C. Tidball, December 20, 1970

Exhibit 1

(Publication page references are not available for this document.)

Russia

Treaty concerning the Cession of the Russian Possessions in North America by his Majesty the Emperor of all the Russias to the United States of America;

Concluded March 30, 1867;

Ratified by the United States May 28, 1867;

Exchanged June 20, 1867;

Proclaimed by the United States June 20, 1867.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA, A PROCLAMATION.

ARTICLE I.

ARTICLE II.

ARTICLE III.

ARTICLE IV.

ARTICLE V.

ARTICLE VI.

ARTICLE VII.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA, A PROCLAMATION.

WHEREAS a treaty between the United States of America and his Majesty the Emperor of all the Russias was concluded and signed by their respective plenipotentiaries at the city of Washington, on the thirtieth day of March, last, which treaty, being in the English and French languages, is, word for word, as follows:

The United States of America and His Majesty the Emperor of all the Russias, being desirous of strengthening, if possible, the good understanding which exists between them, have, for that purpose, appointed as their Plenipotentiaries: the President of the United States, William H. Seward, Secretary of State; and His Majesty the Emperor of all the Russias, the Privy Councillor Edward de Stoeckl, his Envoy Extraordinary and Minister Plenipotentiary to the United States.

And the said Plenipotentiaries, having exchanged their full powers, which were found to be in due form, have agreed upon and signed the following articles:

(Publication page references are not available for this document.)

ARTICLE I.

His Majesty the Emperor of all the Russias agrees to cede to the United States, by this convention, immediately upon the exchange of the ratifications thereof, all the territory and dominion now possessed by his said Majesty on the continent of America and in the adjacent islands, the same being contained within the geographical limits herein set forth, to wit: The eastern limit is the line of demarcation between the Russian and the British possessions in North America, as established by the convention between Russia and Great Britain, of February 28 - 16, 1825, and described in Articles III and IV of said convention, in the following terms:

"Commencing from the southernmost point of the island called Prince of Wales Island, which point lies in the parallel of 54 degrees 40 minutes north latitude, and between the 131st and the 133d degree of west longitude, (meridian of Greenwich,) the said line shall ascend to the north along the channel called Portland channel, as far as the point of the continent where it strikes the 56th degree of north latitude; from this last-mentioned point, the line of demarcation shall follow the summit of the mountains situated parallel to the coast as far as the point of intersection of the 141st degree of west longitude, (of the same meridian;) and finally, from the said point of intersection, the said meridian line of the 141st degree, in its prolongation as far as the Frozen ocean.

"IV. With reference to the line of demarcation laid down in the preceding article, it is understood-

"1st. That the island called Prince of Wales Island shall belong wholly to Russia," (now, by this cession, to the United States.)

"2d. That whenever the summit of the mountains which extend in a direction parallel to the coast from the 56th degree of north latitude to the point of intersection of the 141st degree of west longitude shall prove to be at the distance of more than ten marine leagues from the ocean, the limit between the British possessions and the line of coast which is to belong to Russia as above mentioned (that is to say, the limit to the possessions ceded by this convention) shall be formed by a line parallel to the winding of the coast, and which shall never exceed the distance of ten marine leagues therefrom."

The western limit within which the territories and dominion conveyed, are contained, passes through a point in Behring's straits on the parallel of sixty-five degrees thirty minutes north latitude, at its intersection by the meridian which passes midway between the islands of Krusenstern, or Ignalook, and the island of Ratmanoff, or Noonarbook, and proceeds due north, without limitation, into the same Frozen ocean. The same western limit, beginning at the same initial point, proceeds thence in a course nearly southwest through Behring's straits and Behring's sea, so as to pass midway between the northwest point of the island of St. Lawrence and the southeast point of Cape Choukotski, to the meridian of one hundred and seventy-two west longitude; thence, from the intersection of that meridian, in a southwesterly direction, so as to pass midway between the island of Attou and the Copper island of the Kormandorski couplet or group in the North Pacific ocean, to the meridian of one hundred and ninety-three degrees west longitude, so as to include in the territory conveyed the whole of the Aleutian islands east of that meridian.

(Publication page references are not available for this document.)

ARTICLE II.

In the cession of territory and dominion made by the preceding article are included the right of property in all public lots and squares, vacant lands, and all public buildings, fortifications, barracks, and other edifices which are not private individual property. It is, however, understood and agreed, that the churches which have been built in the ceded territory by the Russian government, shall remain the property of such members of the Greek Oriental Church resident in the territory, as may choose to worship therein. Any government archives, papers, and documents relative to the territory and dominion aforesaid, which may be now existing there, will be left in the possession of the agent of the United States; but an authenticated copy of such of them as may be required, will be, at all times, given by the United States to the Russian government, or to such Russian officers or subjects as they may apply for.

ARTICLE III.

The inhabitants of the ceded territory, according to their choice, reserving their natural allegiance, may return to Russia within three years; but if they should prefer to remain in the ceded territory, they, with the exception of uncivilized native tribes, shall be admitted to the enjoyment of all the rights, advantages, and immunities of citizens of the United States, and shall be maintained and protected in the free enjoyment of their liberty, property, and religion. The uncivilized tribes will be subject to such laws and regulations as the United States may, from time to time, adopt in regard to aboriginal tribes of that country.

ARTICLE IV.

His Majesty the Emperor of all the Russias shall appoint, with convenient despatch, an agent or agents for the purpose of formally delivering to a similar agent or agents appointed on behalf of the United States, the territory, dominion, property, dependencies and appurtenances which are ceded as above, and for doing any other act which may be necessary in regard thereto. But the cession, with the right of immediate possession, is nevertheless to be deemed complete and absolute on the exchange of ratifications, without waiting for such formal delivery.

ARTICLE V.

Immediately after the exchange of the ratifications of this convention, any fortifications or military posts which may be in the ceded territory shall be delivered to the agent of the United States, and any Russian troops which may be in the territory shall be withdrawn as soon as may be reasonably and conveniently practicable.

ARTICLE VI.

In consideration of the cession aforesaid, the United States agree to pay at the treasury in Washington, within ten months after the exchange of the ratifications of

(Publication page references are not available for this document.)

this convention, to the diplomatic representative or other agent of his Majesty the Emperor of all the Russias, duly authorized to receive the same, seven million two hundred thousand dollars in gold. The cession of territory and dominion herein made is hereby declared to be free and unencumbered by any reservations, privileges, franchises, grants, or possessions, by any associated companies, whether corporate or incorporate, Russian or any other, or by any parties, except merely private individual property holders; and the cession hereby made, conveys all the rights, franchises, and privileges now belonging to Russia in the said territory or dominion, and appurtenances thereto.

ARTICLE VII.

When this convention shall have been duly ratified by the President of the United States, by and with the advice and consent of the Senate, on the one part, and on the other by his Majesty the Emperor of all the Russias, the ratifications shall be exchanged at Washington within three months from the date hereof, or sooner, if possible.

In faith whereof, the respective plenipotentiaries have signed this convention, and thereto affixed the seals of their arms.

Done at Washington, the thirtieth day of March, in the year of our Lord one thousand eight hundred and sixty-seven.

WILLIAM H. SEWARD.

[L. S.]

EDOUARD DE STOECKL.

[L. S.]

And whereas the said Treaty has been duly ratified on both parts, and the respective ratifications of the same were exchanged at Washington on this twentieth day of June, by William H. Seward, Secretary of State of the United States, and the Privy Counsellor Edward de Stoeckl, the Envoy Extraordinary of His Majesty the Emperor of all the Russias, on the part of their respective governments,

Now, therefore, be it known that I, ANDREW JOHNSON, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every clause and article thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

In witness whereof, I have hereunto set my hand, and caused the seal of the United States to be affixed.

Done at the city of Washington, this twentieth day of June in the year of our Lord one thousand eight hundred and sixty-seven, and of the Independence of the United States the ninety-first.

ANDREW JOHNSON.

[L. S.]

(Publication page references are not available for this document.)

By the President:

WILLIAM H. SEWARD,
Secretary of State.

15 Stat. 539

END OF DOCUMENT

Exhibit 2

The street or path line fifty six (66) feet three
fourths northwesterly parallel with the dam seventy five (75)
feet three fourths westerly to a point on the prolongation
of the claim distant seventy five (75) feet from the
initial point first mentioned fifty six (66) feet
three fourths southwesterly along the dam seventy five (75) feet
to the point of beginning together with all the
hereditaments and appurtenances. Also all the
unassigned undivided interest in the claims water-
rights and privileges of Lake Lubastai or Swan Lake
not heretofore sold conveyed or quitclaimed to have
and to hold the same unto the said American Russian
Commercial Company their executors, administrators
and assigns as their own for ever.

In witness whereof I have hereunto set my hand
and seal this 22nd day of November A.D. 1867 at
the City of Sitka



50 cent
stamp

For the Russ Am Co.
Prince Maksantoff

United States of America }
Alaska } S.S.
Town of Sitka }

Personally appeared before me this twelfth
day of December 1867 Prince Maksantoff to me
well known as the person who executed the foregoing
conveyance and acknowledged that he ex-
ecuted it freely and of his own accord for the
purposes therein expressed.



Wm Sumner Dodge
Mayor City of Sitka

9.4.

Whereas it is understood that the country known
as the Russian possessions in America has
been disposed of by treaty between his majesty the
Emperor of all the Russias and the United States and
that Commissioners on the part of both governments
will at an early date arrive to formally deliver
said possessions now therefore for the purpose of
and in order to enable private individuals
to obtain the proper legalized certificates and
proofs of title to properties which belong to them.

A-4

These presents declare and certify to whom it may concern that J. Mora Inoss and Charles Baum citizens of the United States residing at San Francisco, California for themselves and their associates have heretofore owned and possessed and do still own and possess in their own right the following described pieces or parcels of property to-wit:

First All that piece or parcel of property situated in the town of New Archangel Alaska known as the "Ice House" which is a large building in the immediate neighborhood of the church opposite the building known as the "Club House" also the timber road leading from that lake which has immediately behind said town and called "Lake Labaidlin" or "Swan Lake" to said ice house and all the improvements thereon; also the dams which have been constructed for the purpose of deepening the water of the said lake for the purpose of making and procuring ice.

Second All that certain piece or parcel of property situated in the town of New Archangel aforesaid at the mouth of the outlet of said Swan Lake or "Lake Labaidlin" on the west side of said outlet known as a steam and water power saw mill plant together with all its appurtenances improvements attachments furnaces dams and water rights.

Third All that certain piece or parcel of property situated in the town of New Archangel aforesaid on the west side of the road and immediately opposite the said saw mill last mentioned known as the foundry together with all its appurtenances improvements attachments dams water rights &c. Fourth All the property buildings outhouses dams shafts fish traps and improvements of all kinds whatsoever which constitutes the fishing establishment on the "Redutsky Ozer" (Lake Redutsky) situated to the southward from New Archangel Alaska near Redutsky Bay.

Fifth All the property and improvements of whatever sort or kind situated on Reskey (Good Island) near Kodiak consisting for the most part of ice houses, wharf saw mill dams artificial lakes stables dwelling houses

blacksmith shops etc etc. and I further certify that the above named persons have acquired the above described properties by purchase or improvements or construction and that they have conducted a valuable and important business in ice in these possessions for many years past and still do carry on the same. And I further declare that no other individuals or individuals, Company or Companies corporate or unincorporate have any right title interest control or possession in the above described properties or in any part thereof.

In witness whereof I have hereunto set my hand and caused to be affixed the seal of the Governor of the Russian Colonies in America at New Archangel this second day of October 1884 the words "Known as the foundry" interlined between the 4th and 8th lines from the bottom of the second page before signing.

Seal

D. Maksoutoff
Governor of Russian Colonies
in America.

Sitka October 26/87 Approved but it is not intended to recognize by this approval any interest in the land on which the improvements are as against the United States the title of the buildings improvements fixtures and easements referred to is valid and we certify to that fact in accordance with our instructions touching such matters.

Attilis Petchouff
Russian Commissioner
Robert H. Roseau
United States Commissioner.

The following more full and more accurate description of the foregoing pieces of property is added for the purpose of record Description of "First" The metes and bounds represented on the plat-tones and map of the protocol as number fifty-five (55) and more particularly described as follows according to the present existing lines of the streets of the city of Sitka commencing at the Southwestern corner of

of Lincoln and Club streets as established by by ordinance, thence northwards along the Southwestern line of Club street - one hundred and fifty (150) feet - thence Southwesterly one hundred and thirty (130) feet - thence Southeasterly one hundred and seven (107) feet - to a point on the Northwestern line of Lincoln street - at a distance of seventy-four (74) feet from the Southwestern corner of Club and Lincoln streets thence to the point of beginning.

24
23
Description "Second and Third" The Saw mill and mill represented on the inventions and map of the protocol as number seventy four (74) and the foundry represented as number seventy three (73) being the property now lying on both sides of Lincoln Street - according to the new lines established by a recent city ordinance from the Southeast corner of Lincoln and Lake Street ^{the boundary of the mill and foundry is the line of the saw mill and foundry and is 100 feet and from the Southeast corner of Lincoln and Lake Street} Northwardly to the fence of the garden of the church with a depth back to a line ten feet from the end of the new log building built for a bath house just north of the back of the saw mill.

Description of Fourth. Commencing at a point on the Western boundary of Lake Redoubt or Deer Ousky marked by a cross about a foot long roughly made with a hammer on the first cliff projecting into the lake about two hundred feet North North East of the North point of the outlet - to the lake thence North six hundred (600) feet - thence South 75° West two thousand five hundred and thirty feet (2530) thence South four hundred and ninety one (491) feet to a point - on the Northern Bank Ousky bay marked also by the same kind of a cross on a triangular boulder of about four feet sides lying at the foot of a white dead tree about thirty (30) feet high and six (6) feet diameter thence South $57^{\circ} 50'$ West eleven hundred and forty (1140) feet across Ousky bay to a point - on the Southern bank thereof marked by the same kind of a cross on a flat topped rock at the water edge about 3 feet above high water mark where a large overhanging tree is blown for three or four feet for a guide mark thence South 45° West six hundred feet - thence South 45° East fourteen hundred

and eighty (1480) feet thence North 85° East Sixteen hundred and ninety (1690) feet to the Western border of Lake Assiky marked by a large white dead tree lying on the rocky shore and projecting about forty feet into the water about eleven hundred (1100) feet South South Eastward from the South point of the outlet to the lake thence North 23 1/2° East two thousand six hundred and eighty (2618) feet to the point of beginning containing one hundred and sixty (160) acres more or less

J. Mora Moss
Charles Baum
by their attorney in fact

H. J. Dana

Q. 6.

Know all men by these presents that I, Dador Sidaroff of the first part for and in consideration of the sum of forty dollars United States gold coin to me in hand paid by C. B. Montague party of the second part the receipt whereof is hereby acknowledged have bargained sold conveyed quit-claimed and by these presents do bargain sell convey quit-claim unto the said party of the second part his heirs executors administrators and assigns all that certain piece or parcel of property situated in the City of Sitka known and described on the map and inventories attached to the protocol of transfer executed on the 18th day of October 1867 by the American and Russian Commissioners commencing as follows (10) feet N. N. of building No 65 thence running due N. N. (60) sixty feet thence at right angles South West (120) one hundred and twenty feet along the stockade thence South East (60) feet thence at right angles (20) one hundred and twenty to the place of beginning together with all the hereditaments and appurtenances thereto belonging to have and to hold unto the said C. B. Montague his executors administrators and assigns as his own forever

In witness whereof I have hereunto set my hand and seal this 6th day of December A. D. 1867

In presence of
Fred. Sargent
A. Levy

Dador ^{his} Sidaroff (Real)
mark

Book I

Old Records

Inka Mining Records.

United States of America)
District of Alaska.)
Division No. 1.)

SS.

I, W.J. Hills, Clerk of the United States District Court for the District of Alaska, Division No. 1, hereby certify that the above and foregoing pages numbered from 1 to 600 exclusive are true and correct copies of pages numbers ~~to~~ ~~inclusive of Book 5 A.B. 10~~ of Inka Records of Records in my office.

In Witness Whereof I have hereunto set my hand and affixed the seal of the Court this day of November, A.D. 1901.

W. J. Hills

Clerk of the U.S. District Court
for the District of Alaska,
Division No. 1

Exhibit 3

ALASKA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

IN RELATION TO

The transfer of territory from Russia to the United States.

JANUARY 26, 1868.—Referred to the Committee on Appropriations and ordered to be printed.

To the Senate and House of Representatives:

I transmit a report from the Secretary of State, and the documents to which it refers, in relation to the formal transfer of territory from Russia to the United States, in accordance with the treaty of the 30th of March last.

ANDREW JOHNSON.

WASHINGTON, *January 27, 1868.*

To the President:

The Secretary of State has the honor to lay before the President a copy of a correspondence between the Secretary and General Lovell H. Rousseau, and papers accompanying the same, concerning the transfer of the Territory of Alaska to the United States.

Respectfully submitted:

WILLIAM H. SEWARD.

DEPARTMENT OF STATE,

Washington, January 27, 1868.

Mr. Seward to General Rousseau.

DEPARTMENT OF STATE,

Washington, August 7, 1867.

GENERAL: You will herewith receive the warrant of the President, under the great seal of the United States, appointing you commissioner on behalf of this government, to receive from a similar officer appointed on behalf of the imperial government of Russia, the territory ceded by that government to the

United States, pursuant to the treaty of the 30th of March last. You will consequently enter into communication with Captain Pestchouroff, the Russian commissioner, now here, and arrange with him in regard to proceeding, as soon as may be convenient, to the territory referred to, in order that your commission may be fulfilled.

On arriving at Sitka, the principal town in the ceded territory, you will receive from the Russian commissioner the formal transfer of that territory, under mutual national salutes from artillery, in which the United States will take the lead.

Pursuant to the stipulations of the treaty, that transfer will include all forts and military posts, and public buildings, such as the governor's house and those used for government purposes; dockyards, barracks, hospitals and schools; all public lands, and all ungranted lots of ground at Sitka and Kodiak. Private dwellings and warehouses, blacksmiths', joiners', coopers', tanners', and other similar shops, ice-houses, flour and saw-mills, and any small barracks on the island, are subject to the control of their owners, and are not to be included in the transfer to the United States.

The respective commissioners, after distinguishing between the property to be transferred to the United States and that to be retained by individuals, will draw up and sign full inventories of the same in duplicate. In order, however, that the said individual proprietors may retain their property as aforesaid, or if they should so prefer may dispose of the same, you will, upon the production of the proper documentary or other proof of ownership, furnish the said proprietors with a certificate of their right to hold the same.

In accordance with the stipulations of the treaty, the churches and chapels in the ceded territory will continue to be the property of the members of the Greco-Russian church. Any houses and lots which may have been granted to those churches will also remain their property.

As it is understood that the Russian American Company possess, in that quarter, large stores of furs, provisions, and other goods now at Sitka, Kodiak, and elsewhere on the mainland and on the island, it is proper that that company should have a reasonable time to collect, sell, or export that property. For that purpose the company may leave in the Territory an agent or agents for the purpose of closing their business. No taxes will be levied on the property of the company now in the Territory, until Congress shall otherwise direct.

It is expected that, in the transaction of the important business hereby entrusted to you, it will be borne in mind that, in making the cession of the territory referred to, his Imperial Majesty the Emperor of all the Russias has been actuated by a desire of giving a signal proof of that friendship for the United States which has characterized his own reign and that of his illustrious predecessors. It is hoped, therefore, that all your intercourse with the Russian commissioner will be friendly, courteous and frank.

This department understands from the President that, upon the conclusion of the business with the Russian commissioner, you will have command in the territory, to be exercised under the orders of the War Department.

I am, general, your obedient servant,

WILLIAM H. SEWARD.

Brigadier General LOVELL H. ROUSSEAU.

Mr. Seward to General Rousseau.

DEPARTMENT OF STATE,
Washington, January 24, 1868.

GENERAL: I have had the honor to receive the report which, on the 5th of December last, you transmitted to me, of the execution of the agency confided to you for receiving the formal transfer of the Territory of Alaska.

The report was accompanied by a certificate mutually executed and delivered on the 26th of October last, between yourself and Alexis Pestchouroff, Russian commissioner; an inventory of the property belonging to the Greco-Russian church at Sitka; a list of the names of persons holding property in fee simple in the city of Sitka; an inventory of private property in the city of Sitka; an inventory of forts and public buildings in the island of Kodiak; a letter of the Russian commissioner to yourself, written on the 26th of October; a map of the city of Sitka; and the United States flag which was used by you on the occasion of the transfer.

The proceedings referred to have been submitted to the President, and I am directed to acknowledge the reception of the papers, and to communicate to you the President's satisfaction with the manner in which your important and delicate trust was executed.

I have the honor to be, general, your obedient servant,

WILLIAM H. SEWARD,
Secretary of State.

Major General LOVELL H. ROUSSEAU,
Headquarters Department of the Columbia, Portland, Oregon.

Brigadier General Rousseau to Mr. Seward.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oregon, December 5, 1867.

SIR: I have the honor to report that, on the receipt from you of my appointment by the President as United States commissioner to receive the formal transfer of the Territory of Alaska, and also your instructions touching that transfer, I repaired at once to New York to make the necessary preparation to sail on the 21st of August, but on reaching that city I found it impossible to get off on that day.

I sought and obtained at once an interview with Baron Stoeckl, the Russian minister, and Captain Pestchouroff, of the Russian imperial navy, and Captain Koskul, representing the Russian American Company; and it was arranged that we should sail from New York on the 31st of August, and we accordingly sailed on that day, via Panama, reaching San Francisco, California, on the 22d of September. As we entered the harbor of San Francisco, the batteries of the forts fired a salute.

On reaching San Francisco, we found the preparations for taking military possession of the new Territory completed by Major General Halleck, who had ships laden with supplies for the troops, and transportation all ready for the troops themselves to Sitka.

Admiral Thatcher, also, had provided transportation for the commissioners on the propeller man-of-war *Ossipee*, Captain Emmons commanding. Returning the admiral's call, visiting him on board his flag-ship *Pensacola*, the commissioners received a salute of her batteries.

Hastening in preparation, we took our departure for Sitka on the morning of the 27th of September.

When we set sail, we intended to go directly by the open sea to New Archangel, but after three or four days, during which the sea was very rough, with little or no wind, and making very slow progress, we concluded to go by way of Victoria and the straits, thus taking the inland passage. The troops and supplies had preceded us a day or two from San Francisco, and as they could not land at Sitka before we reached there, it was thought best to take the inland route in order to insure our arrival at the latter place certainly within a reason-

able time. This we could not do in the open sea, as it was quite rough, and what wind we had or expected to have in October and till the middle of November was from the northwest, (a head wind for us.)

Our ship was very slow, and with a head wind or rough sea made not more than two to four knots an hour. The winds in the northern Pacific, from May to November inclusive, are from the northwest generally, and the balance of the year from the southeast. Besides, I suffered greatly from sea-sickness, followed by what I feared was congestive chills, and sought to avoid this suffering by taking the inland passage.

We reached Esquimalt, Vancouver's island, on the night of the 4th of October, took in a supply of coal and steamed for Sitka on the morning of the 6th. After a pleasant passage, taking it altogether, we cast anchor in the harbor of New Archangel on the 18th of October, at eleven o'clock a. m., where we found the troops and supplies had preceded us several days. The day was bright and beautiful. We landed immediately, and fixed the hour of three and a half o'clock that day for the transfer, of which General Jeff. C. Davis, commanding the troops there; Captain Emmons, United States ship *Ossipec*; Captain McDougall, United States ship *Jamestown*; Captain Bradford, United States ship *Resaca*, and the officers of their respective commands, as also the governor of the Territory, the Prince Maksontoff, were notified, and invited to be present.

The command of General Davis, about two hundred and fifty strong, in full uniform, armed and handsomely equipped, were landed about three o'clock, and marched up to the top of the eminence on which stands the governor's house, where the transfer was to be made. At the same time, a company of Russian soldiers were marched to the ground, and took their place upon the left of the flag-staff, from which the Russian flag was then floating. The command of General Davis was formed under his direction on the right.

The United States flag to be raised on the occasion was in care of a color-guard—a lieutenant, a sergeant, and ten men of General Davis's command.

The officers above named, as well as the officers under their command, the Prince Maksontoff, and his wife the Princess Maksonstoff, together with many Russian and American citizens, and some Indians, were present.

The formation of the ground, however, was such as to preclude any considerable demonstration.

It was arranged by Captain Pestchoureff and myself that, in firing the salutes on the exchange of flags, the United States should lead off, in accordance with your instructions, but that there should be alternate guns from the American and Russian batteries, thus giving the flag of each nation a double national salute; the national salute being thus answered in the moment it was given. The troops being promptly formed, were, at precisely half past three o'clock, brought to a present arms, the signal given to the *Ossipec*, (Lieutenant Crossman, executive officer of the ship, and for the time in command,) which was to fire the salute, and the ceremony was begun by lowering the Russian flag. As it began its descent down the flag-staff the battery of the *Ossipec*, with large nine-inch guns, led off in the salute, peal after peal crashing and re-echoing in the gorges of the surrounding mountains, answered by the Russian water battery, (a battery on the wharf,) firing alternately. But the ceremony was interrupted by the catching of the Russian flag in the ropes attached to the flag-staff. The soldier who was lowering it, continuing to pull at it, tore off the border by which it was attached, leaving the flag entwined tightly around the ropes. The flag-staff was a native pine, perhaps ninety feet in height. In an instant the Russian soldiers, taking different shrouds attached to the flag-staff, attempted to ascend to the flag, which, having been whipped around the ropes by the wind, remained tight and fast. At first (being sailors as well as soldiers) they made rapid progress, but laboring hard they soon became tired, and when half-way up scarcely

moved at all, and finally came to a stand-still. There was a dilemma; but in a moment a "boatswain's chair," so called, was made by knotting a rope to make a loop for a man to sit in and be pulled upward, and another Russian soldier was quickly drawn up to the flag. On reaching it he detached it from the ropes, and not hearing the calls from Captain Pestchouroff below to "bring it down," dropped it below, and in its descent it fell on the bayonets of the Russian soldiers.

The United States flag (the one given to me for that purpose, by your direction, at Washington) was then properly attached and began its ascent, hoisted by my private secretary, George Lovell Rousseau, and again the salutes were fired as before, the Russian water battery leading off. The flag was so hoisted that in the instant it reached its place the report of the last big gun of the Ossipee reverberated from the mountains around. The salutes being completed, Captain Pestchouroff stepped up to me and said: "General Rousseau, by authority from his Majesty the Emperor of Russia, I transfer to the United States the Territory of Alaska," and in a few words I acknowledged the acceptance of the transfer, and the ceremony was at an end. Three cheers were then spontaneously given for the United States flag by the American citizens present, although this was no part of the programme, and on some accounts I regretted that it occurred.

Captain Pestchouroff, the governor, and myself, on the Monday following, went to work to distinguish between the public and private buildings in the town of New Archangel, and giving certificates to private individual owners of property there.

I found that by the charter of the Russian American Company, it had authority to vest in its employes, occupants of land in the Territory, the title thereto. This was on condition, however, that the possessions of the Indians should not be interfered with.

Acting under this charter, the company from the first caused dwellings to be erected for the use of its employes, on lots of ground set apart for that purpose. The title in fee to such premises was often vested in the employe in possession, when he had faithfully served out his term with the company; or having died before it ended, and having a widow or children in the Territory, the title was frequently vested in them.

This was one mode adopted by the company of taking care of its employes when, by old age or other disability, they were unable to maintain themselves, and of their widows or children after their death. So the employe generally occupied such dwelling while he lived, and at his death it passed to his widow or children, if any in the Territory; and if none, then it reverted to the company.

The term of service of these employes was somewhat similar to an apprenticeship in our law. It was fixed by the charter at five years, the company paying certain wages, which were small, and furnishing the necessary supplies, and presenting a bonus, named in the contract, to the employe at the end of the term of service.

In some instances, not many, the employes brought with them their wives from Russia, but far more frequently they were unmarried men, and intermarried with Indian women in the Territory.

By a provision of the charter, or by a rule of the company, to which it conformed in all cases as to a law, an old and disabled employe, while he lived in the Territory, and his widow and children after his death, (so long as the children were unable to maintain themselves,) were considered the wards of the company, to whom it regularly paid a yearly pension.

Finding in its charter this authority of the company to vest title to land in its employes, and that very many of the dwellings erected by the company were occupied by its employes, or their widows and children, who claimed the prop-

erty in fee, the commissioners called on the governor, Prince Maksontoff, to define and certify to the interest of each individual thus occupying such dwellings and lots, in order that we might distinguish between those who owned the property in fee, and those who claimed a less interest, and in compliance with your instructions give certificates to the claimants accordingly.

The inventories respectively marked C and D, (forming part of the protocol,) which are forwarded with this report, will show, in part, the action of the governor in the premises; for the rest he gave a certificate stating the interest of each occupant in the premises occupied, on the back of which the commissioners placed their approval, and it was left to be delivered to the occupant.

In order to be accurate, and to prevent disputes hereafter about the title to houses and lots, we made a map of New Archangel, (forwarded with this report,) on which every house and dwelling in the town is located and numbered, and, as between the claimant and the United States, the title to it defined and settled in the inventories. This was thought necessary in order to give, in accordance with your instructions, to each man of property who desired to dispose of it, a certificate of title.

The town of New Archangel was built in the main by the Russian American Company, and, except the dwellings transferred by them to their employes, and the public buildings transferred to the United States, is owned by that company still; yet it has but a possessory interest in the land, as it only had permission to erect buildings upon it; for, although it had authority to vest the title of lands in its employes, it had no power to vest such title in itself. The commissioners left the matter as they found it, and the company in possession of its buildings.

The harbor is not a very secure one, as it is rather exposed, and the bottom is too rocky to allow the anchors to hold well. On that account the Russian American Company had placed in it buoys and chain cables, to which the ships lying at anchor might be fastened in aid of the anchorage. These cables, &c., were the private property of the company, but as the harbor was not at all safe without them, and as we had several ships passing the winter there, I expressed a wish to the Russian commissioner that they might remain as they were for the present, to which he consented. As commissioner I had no authority to purchase these articles, but I requested Captain Pestchouroff and Governor Maksontoff to name a price for which they might be bought. Ten thousand dollars was accordingly named, as will appear by the note of Captain Pestchouroff, which I forward herewith. I know very little of the value of buoys and chains, but think the price demanded is not unreasonable.

All the buildings in anywise used for public purposes were delivered to the United States commissioner, taken possession of, and turned over to General Davis, as were also the public archives of the Territory; and in a spirit of liberality the wharf and several valuable warehouses belonging to the Russian American Company were included in the transfer by the Russian commissioner. Both the wharf and the warehouses were very much needed by our people.

We could not visit Kodiak, or any other point in the new Territory, as the season in which we might expect stormy weather was rapidly approaching.

For the further action of the commissioners, in the execution of their commission, your attention is respectfully called to the protocol, map, and inventories accompanying this report. With this report, and accompanying papers, I return to you the United States flag used on the occasion of the transfer of the Territory.

In your instructions, both written and verbal, you were somewhat particular to impress me with your desire that all the intercourse between the Russian and American commissioners should be liberal, frank, and courteous; and I am pleased to say, that from the meeting of Captain Pestchouroff and myself in your office till we parted, after our work was ended, all our communication and association with each other, personal and official, were of the friendliest character, and just such as I am sure you desired.

I found the Governor Prince Maksonoff and Captain Koskul, both representing the Russian American Company, equally kind and courteous with Captain Pestchouoff.

I saw very little of the new Territory, and regret I could not see more. I cannot, therefore, say much about it which you do not already know. The speech of Mr. Sumner, in the United States Senate, on the ratification of the treaty ceding the Territory of Alaska, is very accurate in all its details, so far as I was able to judge. Indeed, I thought its accuracy very remarkable in the descriptions it contained of the climate, the people, resources, &c., of the new Territory, as he assumed to know nothing personally about it.

The people of Sitka seemed to be quiet, orderly, and law-abiding; of the Russians proper there were about 500 on the island. If kindly treated by our people, most of them will remain as citizens of the United States. Many of them had already made their election to remain under the stipulations of the treaty by which the Territory was ceded to our government. Generally they were satisfied with the transfer of the Territory, as were also most of the Indians. The latter received from Americans since the transfer exorbitant prices for fish and game and whatever they had to sell, and were generally pleased with the change. A Kolloisian chief, however, angrily remarked that, "True, we allowed the Russians to possess the island, but we did not intend to give it to any and every fellow that came along."

At New Archangel the climate is not cold, but it rains a great deal. Mr. Sumner was right when he said the climate was about the same as that of Washington city in temperature.

The valley of New Archangel is almost surrounded by high mountains, is very low and marshy, and does not afford a fair test of the adaptation of the territory to agricultural purposes. But I noticed vegetables growing in the gardens there, such as cabbages, turnips, potatoes, beets, &c., and that the beds or hills upon which they grew were considerably elevated to avoid the moisture caused by the constant rains. The potatoes were small, but both they and the beets were of the finest flavor. I was told that the climate of Kodiak, and of the Aleutian islands generally, as well as of the main land, was colder and dryer than that of Sitka, and that vegetation of various kinds could be grown there.

I saw fine hogs and sheep at Sitka that were raised on the island. I ate of both, and found them of the finest quality. I saw cows there, also, in good condition, which gave excellent milk.

The fisheries on the coast, as Mr. Sumner asserts, are, as I was informed by those who knew, very fine, and from which any quantity of fish may be taken—salmon, trout, cod, and other kinds.

The forests are immense, and the timber, pine, &c., of a fine quality.

We remained a week at Sitka. It required that time to complete the transfer in the manner before stated. We steamed out of the harbor just at night, into the open sea, on Saturday, the 26th November, for Cape Decision, seventy-five miles distant, where we would enter the straits and by the inland passage return by the same route we took in going to Sitka. But before we reached the cape we encountered a storm, the severest known on the coast by any one now there. It lasted about twenty hours, and we very narrowly escaped being lost, nothing but the strength of our ship and the efficiency of the crew, under Providence, saving us. In the midst of the gale, the tiller or rudder ropes parted, all of our life-boats were swept away, and all of the fires under the boilers, save two, extinguished, with three feet of water in the wardroom and nearly as much on the main deck.

The storm being ended, we put back to Sitka, to repair damages. About thirty-five sailors were injured in the storm. In a few days afterwards, with better luck, we reached Cape Decision, and came on through the straits to Victoria.

A steamer of ordinary size and power can go from Victoria to New Archangel by way of the straits, except about ten or fifteen miles; this by running up the straits to a point ten or fifteen miles beyond the town, thence entering the open sea and running back into the harbor. The passage is a safe one, and amidst scenery as grand and beautiful as there is in the world. The mountains, covered with forests, rise almost perpendicularly out of the water to a height of one to three thousand feet, and from the very tops of which gush out foaming waterfalls. In grandeur and sublimity there is nothing like it on this continent.

I have no doubt this passage—about eight hundred and forty miles from Victoria to Sitka—will form a part of the great highway from the United States to the latter place, as it is both safe and delightfully pleasant. The waters are very deep, and anchorages not numerous, but enough. Along the shores are safe land-locked little bays and harbors, formed by notches in the mountain sides, where vessels of any size can anchor in quiet and safety.

Hoping that the President and yourself will be satisfied with my efforts to discharge the duty assigned me, in accordance with instructions given for my guidance, and that the new Territory may prove as valuable an acquisition to our country as you would desire it,

I have the honor to be, your very obedient servant,

LOVELL H. ROUSSEAU,

United States Commissioner, and Brig. Gen. U. S. A.

Hon. WILLIAM H. SEWARD,

Secretary of State.

NEW ARCHANGEL, SITKA,

October 14-26, 1867.

GENERAL: Referring to remark 2, at the foot of inventory A, attached to the protocol of transfer, I beg leave to state, for the information of the government of the United States, that the Russian American Company value the chains, anchors, buoys, &c., laid across the harbor at this port, in the sum of ten thousand dollars in gold.

I am, general, your obedient, humble servant,

A. PESTCHOUROFF.

General LOVELL H. ROUSSEAU,

United States Commissioner, &c., &c.

NEW ARCHANGEL, SITKA,

October 26, (14-26,) 1867.

We, the undersigned, United States and Russian commissioners, Captain Alexis Pestchoureff, of the Imperial Russian navy, appointed by his Imperial Majesty the Emperor of Russia, to transfer and deliver, and Brigadier General Lovell H. Rousseau, of the United States army, appointed by Andrew Johnson, President of the United States, to receive, the territory ceded by his Imperial Majesty to the United States of America by treaty, bearing date the thirtieth day (18-30) of March, A. D. eighteen hundred and sixty-seven, met at the town of New Archangel, in the territory above named, to fulfil our commission; and on the eighteenth (6-18) day of October, in the year eighteen hundred and sixty-seven, at the governor's house in that town, Captain Pestchoureff, as such commissioner, for and in the name of his Imperial Majesty the Emperor of Russia, formally transferred and delivered to Lovell H. Rousseau, as commissioner as aforesaid, who received the same for and on behalf of the United States, the territory, dominion, property, dependencies, and appurtenances, ceded to the United States of America by the treaty above referred to and as bounded and described in that treaty. The transfer was made under

mutual salutes of artillery, the United States taking the lead, and in strict accordance with our instructions in that behalf. In pursuance of our respective instructions, Captain Pestchouroff, as such commissioner, also delivered to General Rousseau, as commissioner aforesaid, the government archives, papers, and documents relating to the territory and dominion above named, also the forts and public buildings, including the governor's house, dock yards, block houses, barracks, batteries, hospital, wharves, and schools, in the town of New Archangel, an inventory of which, marked A, is attached hereto as part hereof. We left, as instructed, in the hands of the Greco-Russian Church, the church buildings, appurtenances, and parsonages to the same belonging, as shown and described in inventory marked B, attached hereto as part hereof. We gave certificates of ownership to the individual owners of private houses and of lots in fee simple in the town of New Archangel, as directed, a list of whose names is presented in inventory marked C, attached to and made part hereof. In inventory marked D, attached to and made part hereof, are shown the houses and buildings owned by private individuals in New Archangel, the owners thereof having no title in fee to the land on which they are situated. A map of the town of New Archangel is also attached as part hereof. The letters and numbers on the margins of the several inventories aforesaid correspond with those of the said plan of the town.

As we were unable to visit Kodiak personally, we took no action touching affairs there. The public property there is certified to by the governor of this territory, in inventory E, attached and made part hereof, and the military authorities can take possession of the same at any time.

LOVELL H. ROUSSEAU,
United States Commissioner.
ALEXIS PESTCHOUROFF,
Russian Commissioner.

A.

Inventory of the public property in the city of New Archangel (Sitka) delivered to the United States of America, General Lovell H. Rousseau, United States commissioner, by his Imperial Majesty the Emperor of Russia, Captain Alexis Pestchouroff, Russian commissioner, on the 18th day of October, 1867, at New Archangel, (Sitka.) The letters and numbers on the margin correspond with those on the plan of the city attached to the protocol of the transfer, and show the situation of the buildings that they refer to.

Letters or numbers on the plan.	Description.
PORTS.	
A.	<i>Battery No. 1.</i> —Formed of a timber breast-wall and platform situated at the water's edge at the foot of the stairs leading to the governor's house, and armed with five 12-pounder and five 18-pounder cast-iron guns.
B.	<i>Battery No. 2.</i> —Commonly called the Vraloskian battery, constructed of timber, situated by the Indian market place and armed with six 12-pounder cast-iron carronades, and one 12-pounder cast-iron gun.
C.	<i>Block-house No. 1.</i> —Constructed of timber, situated by the church for the Indians and armed with three 4-pounder cast-iron guns and one howitzer.
D.	<i>Block-house No. 2.</i> —Constructed of timber, situated by the Lutheran cemetery and armed with three 6-pounder carronades of iron.
E.	<i>Block-house No. 3.</i> —Constructed of timber, situated by the artificial pond and armed with three cast-iron carronades.

A.—Continued.

Letters or numbers on the plan.	Description.
BUILDINGS.	
3	Subsistence storehouse of timber, in two compartments.
6	Three storied timber barracks for the garrison troops.
7	Two-story timber building for office house.
8	Governor's house, of timber, two stories high, with wooden staircase and platforms on the outside, outbuildings appertaining thereto, cellars, &c.
9	Wash and bath-house, of timber, appertaining to the governor's house.
11, 12, 13, 14, 15, 22, and 23	Dock yard consisting of a ship slip, two workmen's sheds, and shed for boiling pitch, coal store, sawing shed, two-storied boat-house, smithy and steam-kiln, all of timber.
16	School building of timber, with its appurtenances.
18	Market for the Indians, with a timber house attached.
20	An unfinished new timber building for barracks.
61	A two-storied timber house for officers' lodgings.
76	An unfinished timber building for a bath-house.
103	A double storied timber building for a hospital.
116 & 117	Two small wooden arbors in the public garden.
118	Powder magazine of timber and earth.
121	Timber building for a school for the Indians situated outside the palisade.
122	A small timber building on the Yaponsky island used as a meteorological observatory.
123	A small timber house on the same island for the observer.
	A stone and timber wharf with wooden stairs for boat landing.
	Public garden with hot-beds, kitchen garden, &c.
	Two small timber buildings with two baths, situated at the mineral hot springs fourteen miles from the city.
	anchors and chains laid across the harbor for moving buoys.

REMARKS.—The wharf described above, as also the chains, anchors, buoys, &c., in the harbor, were constructed and placed there by the Russian-American Company for their private use, but are transferred to the United States on condition: 1st, that when not used by the government the same may be used by the said company over all others free of charge; 2d, that the United States will pay a reasonable price for the chains, anchors, buoys, &c., aforesaid; and if they do not choose to do so, then the said company may take them away as their property.

PRINCE DMITRY MAKSONTOFF,

Governor of the Russian Colonies in America.

ALEXIS PESTCHOUROFF, *Russian Commissioner.*

LOVELL H. ROSSEAU, *United States Commissioner.*

B.

Inventory of the property belonging to the Greco-Russian church in New Archangel, (Sitka,) with numbers and letters indicating the situation of buildings and lots of ground on the plan attached to the protocol of the transfer.

Letters or numbers on the plan.	Description.
102	The Cathedral church of Saint Michael, built of timber, situated in the centre of the city. The Church of Resurrection, of timber, commonly called the Kaloshian church, situated near the battery No. 2, at the palisade separating the city from the Indian village. A double-storied timber building for bishop's house, with outbuildings, appurtenances, and grounds.

B.—Continued.

Letters or numbers on the plan.	Description.
35.	A timber house for church warden.
98	A timber house for the deacon.
104 } 105 } 114 }	Three timber houses with their appurtenances and outbuildings for lodgings of priests.
F. } G. } H. } I. }	Four lots of ground belonging to the parsonages.
a.	The place commemorative of the old church.
b.	A tomb.
	Three cemeteries, two outside the palisades and one by the church of the Resurrection.

PRINCE DMITRY MAKSONTOFF,
Governor of the Russian Colonies in America.
ALEXIS PESTCHOUROFF,
Russian Commissioner.
LOVELL H. ROUSSEAU,
United States Commissioner.

C.

List of the names of persons holding property in fee simple in the city of New Archangel (Sitka) who have been furnished with certificates of the same.

Names and surnames.	Numbers on the plan of houses.
Adolf Lindfors	26
William Ivanoff	28
Elizabeth Bollman	31
John Kilkousky	34
Nathalia Kashevaroff	45
Ariemy Laventieff	49
John Kaistky	53
Nadeska Timofejeff	82
Kusma Terentriaff	91
John Makaroff	106
William Vickstrom	107
Simon Sokoloff	108
Jacob Lavouline	109
John Ponomarkoff	115
Michael Buldukoff	X
Gabriel Lyloff	87 ^b
Andrew Ziazeff	87 ^a
The congregation of the Lutheran church	33
Bazil Pavloff	In Kodiak
John Peterson	69 ^a
Mathew Ivanoff	IX

PRINCE DMITRY MAKSONTOFF,
Governor of the Russian Colonies in America.
ALEXIS PESTCHOUROFF,
Russian Commissioner.
LOVELL H. ROUSSEAU,
United States Commissioner.

D.

Inventory of private property in the city of New Archangel, (Sitka,) with the numbers and letters indicating the situation of dwelling houses, establishments, and lots of ground as marked on the plan of the city, attached to the protocol of transfer.

Description.	Letters or numbers on the plan.
Warehouse	1
Shop and storeroom	2
Tannery for furs	4
Dwelling house with out-building	5
Lime-kiln	19
Dwelling house	24
Bakery, joiners', and other shops	25
Dwelling house	26
Kitchen shed	27
Dwelling house with out-building	28
Dwelling house	29
Dwelling house	31
Dwelling house	32
Dwelling house with out-buildings	34
Dwelling house	36
Dwelling house	37
Dwelling house	38
Dwelling house	39
Dwelling house	41
Dwelling house	42
Dwelling house	43
Dwelling house	45
Dwelling house	46
Dwelling house	47
Dwelling house	48
Dwelling house	49
Dwelling house	51
Dwelling house	52
Dwelling house	53
Sea house	55
Dwelling house with out-building	56
Dwelling house	57
Dwelling house	58
Dwelling house	59
Dwelling house	62
Kitchen shed	63
Shed	64
Dwelling house	65
Laundry	66
Dwelling house	67
Dwelling house	68
Shed	69
Dwelling house	71
Dwelling house	72
Foundry	73
Saw-mill with a shed attached	74
Tannery	75
Water flour-mill, with an out-building, dam, &c	77
Two old Tannery sheds	78
Dwelling house	79
Old bath building	80
Dwelling house	81
Dwelling house with two out-buildings	82
Dwelling house	83

D.—Continued.

Description.	Letters or numbers on the plan.
Dwelling house	81
Dwelling house	85
Dwelling house	86
Two dwelling houses adjoining each other	{ 87a
Two sheds for vegetables	{ 87b
Dwelling house	89
Dwelling house with two out-buildings	91
Dwelling house	92
Dwelling house	93
Dwelling house	94
Ropery	95
Aleutian dwelling house	96
Hay-loft	97
Dwelling house with out-buildings	99
Dwelling house	100
Stables	101
Dwelling house with out-buildings	106
Dwelling house with out-buildings	107
Dwelling house	108
Dwelling house with out-buildings	109
Dwelling house	110
Dwelling house with out-buildings	115
Fish store with three out-buildings	119
Coal shed, wharf, and—	124
Three old hulks aground, occupied as stores	{ 125
	{ 126
	{ 127
Floating steam sawing shop, aground	128
Hulk and movable bridge	129
Dwelling house	I
Dwelling house and bowling alley	II & III
Dwelling house	IV
Store	V
Shed	VI
Shed	VII
Dwelling house	VIII
Dwelling house	IX
Dwelling house	X
Dwelling house	XI
Dwelling house	44
Lots of ground cultivated as vegetable gardens by the different citizens of the town	J

PRINCE DMITRY MAKSONTOFF,
Governor of the Russian Colonies in America.
ALEXIS PESTCHOUROFF,
Russian Commissioner.
EOWELL M. ROUSSEAU,
United States Commissioner.

E.

Inventory of forts and public buildings on the island of Kodiak to be delivered to the United States government.

FORTS.

Flagstaff Battery.—Constructed of timber, armed with four guns.

Battery No. 2.—Constructed of timber, armed with six guns, and situated at the northeast entrance of the harbor.

BUILDINGS.

A timber house for the governor of the place.

A timber building for school.

Office house.

Hospital.

A house for the surgeon.

A store shed.

The remainder of the buildings at Kodiak are private property, with the exception of those belonging to the Greco-Russian church.

PRINCE DMITRY MAKSONTOFF,

Governor of the Russian Colonies in America.

ALEXIS PESTCHOUROFF,

Russian Commissioner.

LOVELL H. ROUSSEAU,

United States Commissioner.

2003538327

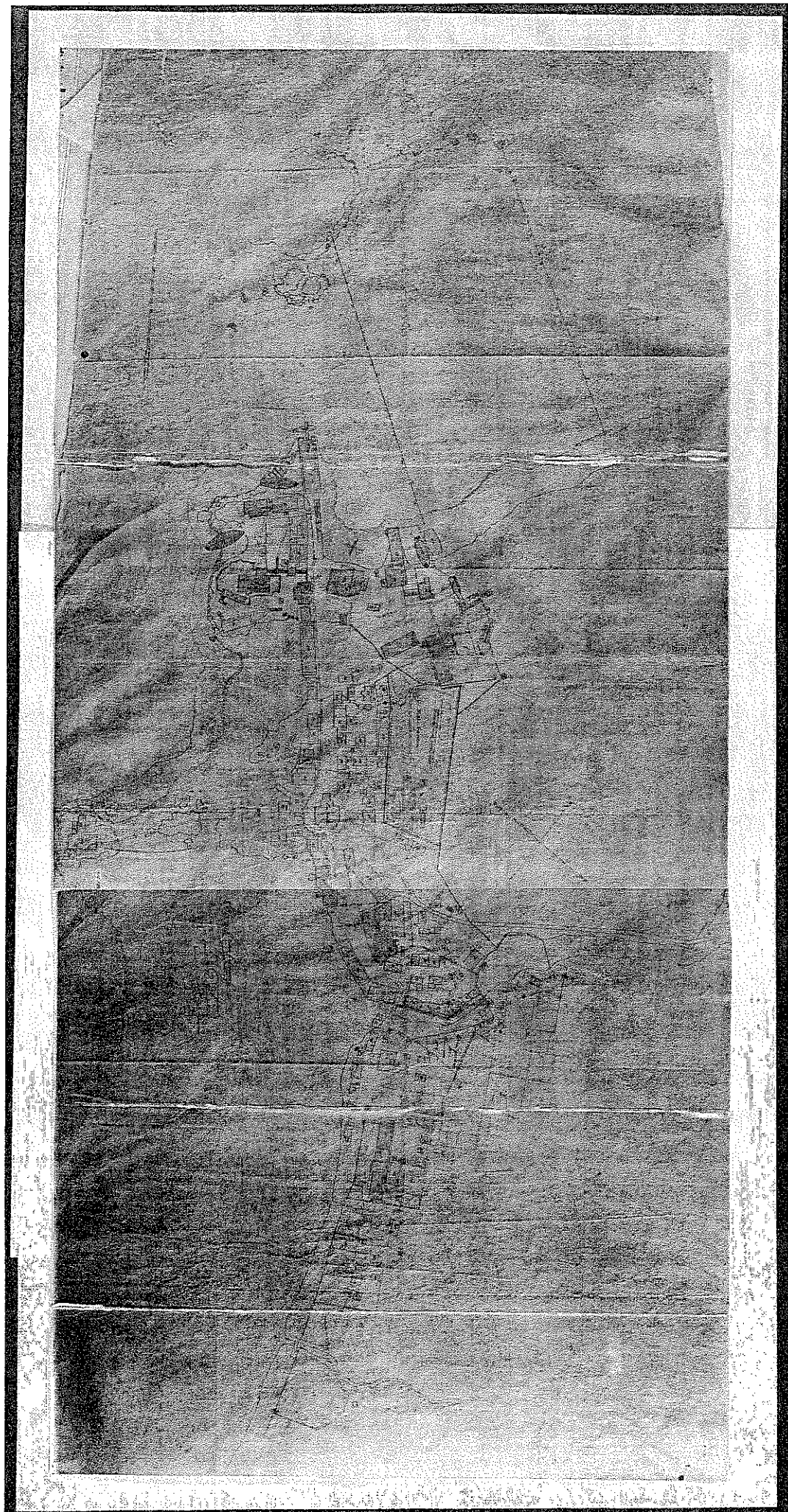


Exhibit 4

Deed

American-
Russian
Commercial
Company
To
William C. Lynde
and
Howard M. Hough

This Indenture, made the 13th day of June, 1883,
Between the American Russian Commercial Com-
pany, a Corporation, party of the first part, and
William C. Lynde and Howard M. Hough, parties
of the second part, Witnesseth, that, in consideration
of the sum of Nineteen hundred Dollars, in gold
Coins of the United States, to it paid by the parties
of the second part at or before the execution hereof,
the said party of the first part does hereby grant,
bargain, sell and convey unto the said parties
of the second part, and unto their heirs and
assigns forever, all the right, title, interest and
estate of the said party of the first part in and
to that piece of land on the Western border of
Lake Redutsky in Alaska known as Osersky
Fishery and particularly described as follows:
commencing at a point on the Western border
of Lake Redutsky or Osers or Osersky marked
by a cross about a foot long roughly made
with a hammer on the first cliff projecting
into the Lake about Twelve hundred feet North
North Eastward of the North point of the Outlet
to the Lake, running thence North Six hundred
feet, thence South 75° West Two thousand five
hundred and thirty feet, thence South Four
hundred and ninety one feet to a point on
the Northern bank of Redutsky Bay marked also
by the same kind of a cross on a triangular
boulder of about four feet sides lying at the
foot of a white dead tree about thirty feet
high and six feet in diameter, thence South
 $57^{\circ} 50'$ West Eleven hundred and forty feet across
Redutsky Bay to a point on the Southern Bank
thereof marked by the same kind of a cross
on a flat-topped rock at the water's edge about
three feet above high water, where a large over-
hanging tree is blazed for three or four feet

For a guide mark, thence South 45° West
 Six hundred feet, thence South 45° East
 Fourteen hundred and eighty feet, thence North
 85° East Fifteen hundred and ninety feet to
 the Western border of Lake Reditsky marked by
 a large white dead tree lying on the rocky
 shore and projecting about Forty feet into
 the water about eleven hundred feet South
 South Eastward from the South point of
 the Outlet to the Lake, thence North $23\frac{1}{2}^{\circ}$ East
 Two thousand six hundred and eighteen
 feet to the point of beginning, Containing
 One hundred and sixty acres more or less
 With the appurtenances

To have and to hold the same unto the
 said parties of the second part, their heirs
 and assigns forever.

In witness whereof the said party of
 the first part has caused these presents to
 be subscribed by its President and Secretary,
 and its corporate seal to be affixed hereto
 the day and year first above written.

(Signed) American Russian Commercial Company
 by Chas. Bann President
 Geo. A. Harris Secretary

State of California } ss.
 City and County of San Francisco }
 On the Fourteenth day of June A.D. One
 Thousand Eight Hundred and eighty three (1883)
 before me J. H. Blood, a Notary Public in and
 for said City and County duly Commissioned
 and sworn, personally appeared Geo. A. Harris
 known to me to be the Secretary of the "Amer-
 ican Russian Commercial Company" the cor-
 poration that executed the within and foregoing
 instrument, and he duly acknowledged to me
 that such Corporation executed the same.

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

(Seal) (Signed) J. H. Blood
Notary Public

State of California }
County of Alameda } ss.

On this Thirteenth day of June A. D. One Thousand Eight-hundred and Eighty Three (1883) before me N. W. Palmer, a Notary Public in and for said County duly commissioned and sworn, personally appeared Charles Baum, known to me to be the President of the "American Russian Commercial Company, the Corporation that executed the within and foregoing instrument and he duly acknowledged to me that such Corporation executed the same. —

(Seal) Witness my hand and affixed seal the day and year in this certificate first above written.
(Signed) N. W. Palmer
Notary Public

Received and Recorded Aug. 25 1883 - 5 o'c P. M.
Wm. Souvernet Morris
Collector of Customs & ex. officio Recorder
per Edward H. Brown Deputy

RO Search Menu | Name Search | Date Search | Document Number Search | Document Type Search | Book and Page Search | Plat Number Search | Survey Search | MTRS Search | Subdivision Search | No Plat Subdivision Search | I

Images for Book Type: MS - MISC (MISCELLANEOUS) BOOKS

In District: 103 - Sitka Sub District: SITKA

Please Note: The Books are listed in order by "Begin Date"

Begin Date	End Date	Book Number	Begin Page	End Page
12/06/1864	04/01/1886	B	A	Z
12/06/1864	04/01/1886	B	1	25
12/06/1864	04/01/1886	B	26	46
04/06/1870	06/26/1886	C	A	Z
04/06/1870	06/26/1886	C	1	25
04/06/1870	06/26/1886	C	26	50
04/06/1870	06/26/1886	C	51	75
04/06/1870	06/26/1886	C	76	100
04/06/1870	06/26/1886	C	101	125
04/06/1870	06/26/1886	C	126	150
04/06/1870	06/26/1886	C	151	175
04/06/1870	06/26/1886	C	176	200
04/06/1870	06/26/1886	C	201	225
04/06/1870	06/26/1886	C	226	250
04/06/1870	06/26/1886	C	251	275
04/06/1870	06/26/1886	C	276	286
11/25/1874	06/26/1886	D	23	25
11/25/1874	06/26/1886	D	26	50
11/25/1874	06/26/1886	D	51	75

11/25/1874	06/26/1886	D	76	100
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550 W. 7th Ave,
Phone: 907-269-8400 || F:

Exhibit 5

DB No 1
p-224

This Indenture, made the 21st day of Jan
ary 1889:

Between William C Lynde and
Howard M. Hough of the City and County
of San Francisco, State of California, the
parties of the first part and the Baran of
Packing Company, a corporation, the party
of the second part: Witnesseth:- That in

consideration of the sum of (\$5.00) Five
Dollars, in gold coin of the United States
to them in hand paid by the party of the
second part, the receipt whereof, is hereby
acknowledged, the said parties of the first
part do hereby grant bargain sell and
convey unto the said party of the second
part and unto its representatives and assigns
forever, all the right title and interest
and estate of the said parties of the first
part, in and to that certain piece of land
on the western border of Lake Redutsky in
Alaska Territory known as Ozersky
Fishery and particularly described
as follows;

Commencing at a point on the
western border of Lake Redutsky, on Oers,
or Ozersky, or Ozersky, marked by a
cross about a foot long, being firmly
with a hammer on the first cliff
projecting into the lake about twelve
hundred feet north, north eastward, of
the North Point of the outlet to the lake
running thence north six hundred feet,
thence south 75 ft West, Two thousand
five hundred and thirty feet, thence south
four hundred and ninety one feet, to a
point on the Northern bank of Redutsky
Bay, marked also by the same kind of
a cross on a triangular boulder of about
four feet sides, lying at the foot of a white
dead tree, about thirty feet high and six
feet in diameter thence south 57-50 West
eleven hundred and forty feet across
Redutsky, to a point on the Southern Bank

whereof, marked by the same kind of a cross on a flat flopped rock at the water edge about three feet above high water where a barge over hanging the is placed, for three or four feet for a guide mark, thence south 45° East four hundred and eighty feet thence north 86° East, sixteen hundred and ninety feet to the western border of Lake Redutsky marked by a large white dead tree lying on the rocky shore and projecting about forty feet into the water, about eleven hundred feet south, south eastward, from the south point of the outlet to the lake, thence north 23 1/2° east, two thousand six hundred and eighteen feet to the point of beginning, containing one hundred and sixty acres more or less with all the appurtenances and hereditaments thereto belonging, or in any wise appertaining, and the diversion and rever-sions, and aridder and remainders, rents, issues and profits thereof.

To have and to hold all and singular the said premises, together with the appurtenances unto the said party of the second part and to its representatives and assigns forever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 23^d of January A. D. 1889.

William C. Lynde (seal)
Howard M. Thugh (seal)

Signed in presence of
Chas D. Wheat.

State of California
City and County of San Francisco ss. On the

twenty third day of January A. D. One thousand eight hundred and eighty nine, before me, Chas D. Wheat, a Notary Public in and for the City and County of San Fran-

Sisco, State of California, residing therein duly
commissioned and qualified, personally
appeared William J. Lynde and Howard
W. Hough, known to me to be the person
described in whose names are subscribed to
and who executed the annexed instrument,
and then severally duly acknowledged to me
that they executed the same.

In Witness
Whereof, I have hereunto set my hand
affixed my official seal as, Judge of the
said city and county of San Francisco,
the day and year last above written.



Chas D. Wheat.
Notary Public

Recorded March 26th 3 o'clock P.M. 1889.

Henry E. Hayden.
Ex-officio Recorder.

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Images for Book Type: D - DEED BOOKS

In District: 103 - Sitka Sub District: SITKA Starting Date: 1

Please Note: The Books are listed in order by "E

Begin Date	End Date	Book Number	Begin Page	End Page
11/18/1864	08/08/1887	1	451	475
11/18/1864	08/08/1887	1	476	500
11/18/1864	08/08/1887	1	501	525
11/18/1864	08/08/1887	1	526	550
11/18/1864	08/08/1887	1	551	575
11/18/1864	08/08/1887	1	576	600
11/18/1864	02/16/1870	A	A	Z
11/18/1864	02/16/1870	A	1	25
11/18/1864	02/16/1870	A	26	50
11/18/1864	02/16/1870	A	51	75
11/18/1864	02/16/1870	A	76	100
11/18/1864	02/16/1870	A	101	125
11/18/1864	02/16/1870	A	126	150
11/18/1864	02/16/1870	A	151	175
11/18/1864	02/16/1870	A	176	202
10/08/1868	02/17/1902	1-2	A	Z
10/08/1868	02/17/1902	1-2	1	25

*Deed Book
 No. 1 ←*

10/08/1868	02/17/1902	1-2	26	50
10/08/1868	02/17/1902	1-2	51	75
10/08/1868	02/17/1902	1-2	76	125

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 PS. 121-123

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Phor

Exhibit 6

Baranoff Packing Co. to John G. Brady.

659.

This Indenture, made the fifteenth day of November A.D. 1900, - Between The "Baranoff Packing Co.", a corporation organized and doing business under the laws of the State of California, City & County of San Francisco, the party of the first part, and John G. Brady of Sitka, Alaska, the party of the second part, Witnesseth:

That the said party of the first part, for and in consideration of the sum of One Hundred Dollars, Gold Coin of the United States of America, to me in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and forever quit claimed, and by these presents does remise, release & forever quit claim, unto the said party of the second part and to his heirs and assigns, all the certain lot, piece or parcel of land, situate, lying and being in the District of Alaska, and bounded and particularly described as follows, to wit:

Commencing at a point on the border of Lake Redutsky marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about twelve hundred feet $N 4^{\circ} E$ of the W Pt of the outlet of the lake, thence running N six hundred feet, thence South 75° West Two thousand five hundred and thirty feet; thence South four hundred and ninety one ft. to a point on the North bank of Redutsky Bay, marked by a cross on a triangular boulder of about four ft. sides, lying at the foot of a white dead tree about thirty ft. high and six ft. in diameter, thence South $57^{\circ} 30'$ West Eleven hundred and forty feet across Redutsky Bay, to a point on the South bank marked by a cross on a flat topped rock at the water edge about three feet above high water, where a large overhanging tree is blazed for three or four feet; thence South 45° East fourteen hundred and eighty feet, thence North 85° East sixteen hundred and ninety feet to the Western border of Lake Redutsky marked by a large white dead tree lying on the shore and projecting about forty feet into the water, about eleven hundred feet S.S.E. from the south point of the outlet of the lake, thence $N 23\frac{1}{2}^{\circ}$ East Two Thousand six Hundred and eighty feet to the point of beginning containing one Hundred and sixty acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, in said property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of
Geo. Knox
of H. Wolf.
Baranoff Packing Co. (seal)
L. W. Smith (seal)
Secretary

FILED
JUL 2 1917
NOTARY

State of California }
City and County of San Francisco }
On the sixteenth day of November A.D. One thousand Nine Hundred, before me Geo. J. Knox, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, personally appeared L. W. Smith known to me to be the Secretary of the Baranoff Packing Company the Corporation that executed the within instrument and he duly acknowledged to me that such Corporation executed the same.

(seal)

In Witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year last above written.

Geo. J. Knox
Notary Public in and for the City and County of San Francisco, State of California.

Filed for record July 2-1917 at 11 o'clock A.M.

U.S. Commissioner Ex officio Recorder

**Historical Books
Project**

SITKA

**DEEDS
BOOK 3**

B103-00016

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Exhibit 7

John Green Brady to Mary B. Brady

710

This Indenture, made the ninth day of July in the year of our Lord one thousand nine hundred and eighteen Between John Green Brady, of Sitka, Alaska, the party of the first part and Mary B. Brady, of Sitka, Alaska, the party of the second part, Witnesses: That the said party of the first part, for and in consideration of the sum of One hundred Dollars, coinage of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold remised, released and forever quit claimed and by these presents does grant, bargain sell remise, release and forever quit-claim unto the said party of the second part, and to his heirs and assigns

- (1) Trading and manufacturing site, S. No. 6 1/2, situate northwest of Sitka on Baranof Island, Land District containing an area of 64.26 acres, scale four chains to an inch, Variation 29° 00' East. (2) Brady Tract, S. No. 226, known as the Brady Homestead Site, situate northwest of Sitka, N. E. of Swan Lake and Hugh Patton Homestead, on Baranof Island in the Sitka Land District, containing an area of 64.79 acres variation 29° 00' East. (3) Sitka Trading Building and Site, located on Lincoln Street, Sitka, Alaska, opposite the Public Common, both the part of this site owned by the said party of the first part, and his control over the part owned by the heirs of Whitford. (4) Stephenson Louse and property located northwest of Sitka between Watson Point and claims on the Sitka side, this being property that was traded by the said party of the first part for the hill lot in the town of Sitka. (5) All claims to tract at Redoubt, Baranof Island, said tract being owned and controlled by the Russian Ice Company, decided by said company to Baranof Packing Company, and by them decided to said party of the first part.

To Have, and to Hold, all and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part, her heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal.

the day and year first above written

Signed, sealed and
Delivered in Presence
of
George H. Peterson
Marie Peterson

John G. Brady
Elizabeth Patton Brady

Filed for record December 31st 1915 at 4:10 O'clock PM
R. W. Drusmond
M. S. Commissioner
ex officio Recorder.

**Historical Books
Project**

SITKA

**DEEDS
BOOK 3**

B103-00016

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Exhibit 8

1013

This indenture, made this --- day of ---, 1919 between Elizabeth Patton Brady residing at Sitka, Territory of Alaska; Elizabeth P. Brady, residing at Women's University Club, 106 East 53rd Street, New York City, State of New York; Hugh P. Brady, residing at #3 Hoffmanns Street, Poughkeepsie, State of New York; Sheldon J. Brady, residing at #15 Hart Place, Akron, State of Ohio, and Mary B. Brady, residing at Sitka, Territory of Alaska, parties of the first part, and John E. Brady, Jr. of Sitka, Territory of Alaska, party of the second part, Witnesses:

That the said parties of the first part, for and in consideration of the sum of One Dollar to each of them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has received, released and forever quitclaimed, unto the said party of the second part, and to his heirs and assigns, all the certain lots, pieces and parcels of land, situate in the Territory of Alaska, and bounded and particularly described as follows, to wit:

1. A trading and manufacturing site, situate on Baranoff Island, Sitka Land District, northwest of the town of Sitka, Territory of Alaska, containing an area of 64.26 acres, more or less. For other and further description of the aforesaid property reference is hereby made to a Plat of Amended U. S. Survey, No. 6 1/2, Amended Survey made April 27, 1899, by Geo. W. Garside, U. S. Deputy Surveyor; approved July 20, 1900, by Wm. L. Distin, U. S. Surveyor for Alaska; approved by W. O. Richards, Acting Commissioner General Land Office.

2. Brady Tract, known as the Brady Homestead Site, situated northwest of Sitka, northeast of Swan Lake and Hugh Patton Homestead Site, on Baranoff island, in the Sitka Land District, containing an area 64.79 acres, more or less. For other and further descriptions of the aforesaid property reference is hereby made to a Plat of U. S. Nonmineral, Survey, No. 226, surveyed April 29, 1899, by Geo. W. Garside, U. S. Deputy Surveyor; approved July 20, 1900, by Wm. L. Distin, U. S. Surveyor General for the District of Alaska; approved by W. O. Richards, Acting Commissioner General Land Office.

3. All the certain lot, piece or parcel of land situate, lying and being in the District of Alaska, and bounded and particularly described as follows, to wit: Commencing at a point on the border of of Lake Redutsky, marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about twelve hundred feet N. N. E. of the N. P. of the outlet of the lake; thence running N. six hundred feet; thence south 75 degrees west two thousand five hundred and thirty feet; thence south four hundred and ninety one feet to a point on the North bank of Redutsky Bay marked by a cross on a triangular boulder of about four foot sides lying at the foot

of a white dead tree about thirty feet high and six feet in diameter; thence south 57 degrees 50 minutes west eleven hundred and forty feet across Redutsky Bay to a point on the south bank marked by a cross on a flat topped rock at the water's edge about three feet above high water, where a large overhanging tree is blazed for three or four feet; thence south 45 degrees east fourteen hundred and eighty feet; thence north 85 degrees east sixteen hundred and ninety feet to the western border of Lake Redutsky marked by a large white dead tree lying on the shore and projecting about forty feet into the water about eleven hundred feet S. E. from the South point of the Outlet of the lake; thence N. 23 1/2 degrees east two thousand six hundred and eighty feet to the point of beginning containing one hundred and sixty acres, more or less.

4. All that certain lot or tract of lands in the town of Sitka, Territory of Alaska, cornering on the south side of the street now known as Seward Street and the West side of the street called American Street, running 150 feet on Seward Street and 125 feet on American Street; together with the tenements, hereditaments and appurtenances thereto belonging.

5. An undivided one fourth interest in and the property known as the Cook Mine, lying and situate at Silver Bay, Baranoff island, Territory of Alaska.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversions and reversions, remainders and remainderes, rents, issues, and profits thereof.

To Have and to hold, all and singular the aforesaid premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Elizabeth P. Brady (Seal)

Hugh P. Brady (Seal)

Alecio W. Brady (Seal)

Sheldon J. Brady (Seal)

Mary P. Brady (Seal)

Elizabeth Patten Brady (Seal)

State of New York }
County of Dutchess } ss.

On this 25th day of September, 1919, personally came before me Elizabeth P. Brady, to me personally known to be the identical person described within and who executed the within instrument, and acknowledged to me that she executed the same freely, for

the uses and purposes therein mentioned.

Witness my hand and seal this 20th day of September 1919.

Anna C. Robinson.

(Notary Seal)

Notary Public in and for the State of New York, residing at Poughkeepsie.
My commission expires March 31, 1921.

State of New York } ss.
County of Dutchess }

On this 20th day of September, 1919, personally came before me Hugh P. Brady, to me personally known to be the identical person described within and who executed the within instrument, and acknowledged to me that he executed the same freely, for the uses and purposes therein mentioned.

Witness my hand and seal this 20th day of September, 1919.

Anna C. Robinson.

(Notary Seal)

Notary Public in and for the State of New York, residing at ---
My commission expires ---

State of Ohio } ss.
County of Summit }

On this 2nd day of Oct., 1919, personally came before me ^{and sister to Brady} Sheldon J. Brady, to me personally known to be the identical person described within and who executed the within instrument, and acknowledged to me that he executed the same freely for the uses and purposes therein mentioned.

Witness my hand and seal this 2 day of Oct. 1919.

C. H. Baker.

Notary Public in and for the State of Ohio, residing at Akron, O.
My commission expires 12-3-21

(Notary Seal)

United States of America } ss.
Territory of Alaska }

On this 30th day of August, 1919, personally came before me Mary B. Brady, to me personally known to be the identical person described within and who executed the within instrument, and acknowledged to me that she executed the same freely for the uses and purposes therein mentioned.

Witness my hand and seal this 30th day of August, 1919.

Howard D. Stabler.

(Notary Seal)

Notary Public in and for the Territory of Alaska, residing at Sitka, Alaska.
My commission expires June 19, 1923.

United States of America }
Territory of Alaska. } ss.

On this 25th day of August, 1919, personally came before me Elizabeth Patton Brady, to me personally known to be the identical person described within and who executed the within instrument, and acknowledged to me that she executed the same freely for the uses and purposes therein mentioned.

Witness my hand and seal this 25th day of August, 1919.

Howard D. Stables

(Notary
Seal.)

Notary Public in and for the Territory of Alaska,
residing at Sitka, Alaska.

My commission expires June 19, 1923.

Filed for record at 4:45 o'clock P.M. November 10, 1924.

R.W.D. Brecken

Commissioner and Recorder
Sitka Precinct, Alaska.

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Images for Book Type: D - DEED BOOKS

In District: 103 - Sitka Sub District: SITKA Starting Date: 1

Please Note: The Books are listed in order by "E

Begin Date	End Date	Book Number	Begin Page	End Page
10/20/1920	07/13/1926	4	276	300
10/20/1920	07/13/1926	4	301	325
10/20/1920	07/13/1926	4	326	350
10/20/1920	07/13/1926	4	351	375
10/20/1920	07/13/1926	4	376	400
10/20/1920	07/13/1926	4	401	425
10/20/1920	07/13/1926	4	426	450
10/20/1920	07/13/1926	4	451	475
10/20/1920	07/13/1926	4	476	500
10/20/1920	07/13/1926	4	501	510
06/19/1926	09/17/1932	5	A	M
06/19/1926	09/17/1932	5	M	Y
06/19/1926	09/17/1932	5	1	25
06/19/1926	09/17/1932	5	26	50
06/19/1926	09/17/1932	5	51	75
06/19/1926	09/17/1932	5	76	100
06/19/1926	09/17/1932	5	101	125

①
②
③

06/19/1926	09/17/1932	5	126	150
06/19/1926	09/17/1932	5	151	175
06/19/1926	09/17/1932	5	176	200

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Phor

Exhibit 9

IN THE PROBATE COURT FOR THE TERRITORY OF ALASKA

SITKA PREGINCT, DIVISION NO.L.

IN THE MATTER OF THE ESTATE OF)
JOHN G. BRADY, DECEASED.) - ORDER AND DECREE OF DIDTRIBUTION.

that
It appearing the Elizabeth P. Brady, Hugh P. Brady, Sheldon J. Brady, Mary B. Brady, Elizabeth Patton Brady, and John G. Brady, Jr, are the heirs at law in the above named estate, the Court having been fully advised in the premises;

It is hereby ordered, adjudged and decreed that all the residue of said estate, consisting of the following real and personal property, to wit:

1. A trading and manufacturing site, situate on Baranoff Island, Sitka Land District, northwest of the Town of Sitka, Territory of Alaska; containing an area of 64.26 acres, more or less. For other and further description of the aforesaid property reference is hereby made to a Plat of Amended U.S.Survey No.6 $\frac{1}{2}$, amended Survey made April 27,1899, by Geo. W. Garside, U.S.Deputy Surveyor; approved July 20, 1900, by Wm. L. Distin, U.S. Suveyor General for Alaska; approved by W. A. Richards, acting Commissioner General Land Office.

2. Brady tract, known as the Brady Homestead Site, situate northwest of Sitka, northeast of Swan Lake and Hugh Patton Homestead Site on Baranoff Island, in the Sitka Land District, containing an area of 64.79 acres, more or less. For other and further description of the aforesaid property reference is hereby made to a Plat of U.S. Nonmineral, Survey No.236, surveyed Apsil 29, 1899, approved July 20, 1900, by Wm. L. Diatin, U.S.Surveyor General for the District of Alaska; approved by W.A.Richards, Acting Commissioner General Land Office.

3. All the certain lot, piece or parcel of land, situate, lying and being in the District of Alaska, and bounded and particularly described as follows, to wit: Commencing at a point on the border of Lake Redutsky marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about twelve hundred feet N.N.E. of the N. pt. of the outlet of the lake; thence running N. six hundred feet, thence south 75 degrees west two thousand five hundred and thirty feet, thence south four hundred and ninety one feet to a point on the north bank of Redutsky Bay marked by a cross on a triangular boulder of about four feet sides lying at the foot of a white dead tree about thirty feet high and six feet in diameter; thence south 57 degrees 50 minutes west eleven hundred and forty feet across Redutsky Bay to a point on the south bank marked by a cross on a flat topped rock at the water's edge about three feet above high water, where a large overhanging tree is blazed for three or four feet; thence south 45 degrees east fourteen hundred and eighty feet; thence north 85 degrees east sixteen hundred and ninety feet to the western border of Lake Redutsky marked by a large white dead tree lying on the shore and projecting about forty feet into the water about eleven hundred feet S.S.E. from the south point of the outlet of the lake; thence N. $33\frac{1}{2}$ degrees east two thousand six hundred ^{eighteen} feet to the point of beginning. Containing one hundred and sixty acres, more or less.

4. All that certain lot or tract of land in the Town of Sitka, Alaska, cornering on the south side of the street now known as Seward Street and the West side of the street called American Street, running 150 feet on Seward Street and 135 feet on American Street, together with the tenements, hereditaments and appurtenances thereto belonging.

5. An undivided one ^{ul}fourth interest in the property known as the Cash Mine, lying and situate at Silver Bay, Baranoff Island, Territory of Alaska.

6. 92,000 shares of stock of Renold's Alaska Development Company, par value \$1.00 per share.

7. About 200 shares stock Tanana Associates, par value \$100.00 per share.

8. 15.6 acres Soldier's Additional Script. Value \$4.00 per acre.

9. All rights, properties, claims, privileges, things choses in action, and whatsoever else may be owned and controlled, or in which the said John G. Brady may have any interest.

Be and is hereby assigned and turned over as follows: One half ($\frac{1}{2}$) of the aforesaid personal property to Elizabeth Patton Brady, the widow of said deceased, and the residue and remainder to Elizabeth P. Brady, Hugh P. Brady, Sheldon J. Brady, Mary B. Brady and John G. Brady, Jr, in equal shares. The said real property to Elizabeth P. Brady, Sheldon J. Brady, Mary B. Brady and John G. Brady, Jr, the deceased's children, in equal shares subject to the dower right of Elizabeth Patton Brady, the deceased's widow.

In Witness Whereof, I hereunto set my hand and official seal at Sitka, Territory of Alaska, this 3rd day of May, 1920.

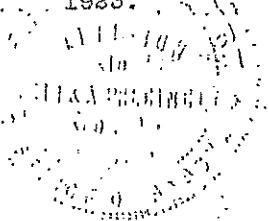
(Probate)
(SEAL)

R.W. DeArmond,
U.S. Commissioner,
Ex-officio Probate Judge.

Territory of Alaska,)
First Judicial Division, :- ss.
Precinct of Sitka.)

I, R.W. DeArmond, United States Commissioner and
ex-officio Probate Judge, Precinct of Sitka, First
Judicial Division, Territory of Alaska, hereby certify
that the attached instrument is a full, true and cor-
rect copy of the original Order and Decree of Distri-
bution rendered in the Probate of the within mentioned
Estate.

In Witness Whereof I hereunto set my hand and
official seal at Sitka, Alaska, this 8th day of May,
1923.



R.W. DeArmond
U.S. Commissioner and
ex-officio Probate Judge,
Sitka Precinct, First Judicial
Division, Territory of Alaska.

Exhibit 10

978

This Indenture, made this 23 day of January, 1924, between John S. Brady, a bachelor, of Anchorage, Alaska, the party of the first part, and Elizabeth P. Brady, a widow, of New York City, New York, party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the sum of Five Dollars (\$5.00) lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns, the following described tracts, lots or parcels of land, situate, lying and being in the Territory of Alaska, and particularly bounded and described as follows, to-wit:

1. A trading and manufacturing site, situated on Baranoff Island, Sitka Land District, northwest of the Town of Sitka, Territory of Alaska; containing an area of 64.26 acres, more or less. For other and further description of the aforesaid property reference is hereby made to a Plat of Amended U. S. Survey No. 63, amended Survey made April 23, 1899 by Geo. W. Sarside, U. S. Deputy Surveyor; approved July 20, 1900, by Wm. L. Disting, U. S. Surveyor General for Alaska; approved by W. A. Richards, acting Commissioner General Land Office.

2. Brady tract, known as the Brady Homestead Site, situated northwest of Sitka, northeast of Swain Lake and Hugh Patton Homestead Site on Baranoff Island, in the Sitka Land District, containing an area of 64.79 acres, more or less. For other and further description of the aforesaid property reference is hereby made to a Plat of U. S. Nonmineral Survey No. 206, surveyed April 23, 1899, approved July 20, 1900, by Wm. L. Disting, U. S. Surveyor General for the District of Alaska; approved by W. A. Richards, Acting Commissioner General Land Office.

3. All the certain lot, piece or parcel of land, situate, lying and being in the District of Alaska, and bounded and particularly described as follows, to-wit: Commencing at a point on the border of Lake Redutskij marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about twelve hundred feet N. N. E. of the N. pt. of the outlet of the Lake; thence running N. six hundred feet, thence south 75 degrees west two thousand five hundred and thirty feet, thence south four hundred and ninety one feet to a point in the north bank of Redutskij Bay marked by a cross on a triangular boulder of about four flat sides lying at the foot of a white dead tree about thirty feet high and six feet in diameter; thence south 57 degrees 50 minutes west seven hundred and forty feet across Redutskij Bay to a point on the south bank marked by a cross on a flat topped rock at the water's edge about three feet above high water, where a large overhanging tree is blazed for three or four feet.

thence south 45 degrees east fourteen hundred and eighty feet; thence north 85 degrees east sixteen hundred and ninety feet to the western border of Lake Redutsky marked by a large white dead tree lying on the shore and projecting about forty feet into the water about eleven hundred feet S. E. from the south point of the outlet of the lake; thence N. 23 1/2 degrees east two thousand six hundred eighty feet to the point of beginning. Containing one hundred and sixty acres, more or less.

4. An undivided one-fourth interest in the property known as the Wash. Mine, lying and situate at Silver Bay, Baranoff Island, Territory of Alaska, being that certain property more particularly described in United States Patent No. 39138 issued to heirs of D. C. Doran, deceased, United States Mineral Survey 567, Mineral Entry #30.

Together with the appurtenances, to have and to hold the said premises, with the appurtenances, unto said party of the second part, and to her heirs and assigns forever.

And the said party of the first part, his heirs, executors and administrators, does by these presents covenant grant and agree to and with the said party of the second part, her heirs and assigns, but that he the said party of the first part, his heirs, executors and administrators, all and singular the premises herinabove conveyed, described and granted, so mentioned with the appurtenances, unto the said party of the second part, her heirs and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through, or under the said party of the first part he shall and will warrant and forever defend.

In witness whereof the said party of the first part has herunto set his hand and seal the day and year first above written.

John G. Brady (Seal)

State of Washington } ss.
County of King.

This is to certify, that on this 3rd day of January, 1924, before me John J. Jamieson, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came John G. Brady, a bachelor, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Seal) John J. Jamieson, Notary Public in and for the State of Washington, residing at Seattle. My commission expires January 12, 1926.

Filed for record at 2:45 o'clock P.M. January 10, 1924.

Paul S. Armand, Commissioner and Recorder, Sitka, Alaska.

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 Search | Plat Number Search | Survey Search | MTRS Search | Subdivision Search | No Plat Subdivi



Images for Book Type: D - DEED BOOKS

In District: 103 - Sitka Sub District: SITKA Starting Date: 1

Please Note: The Books are listed in order by "E

Begin Date	End Date	Book Number	Begin Page	End Page
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10/20/1920	07/13/1926	4	326	350
10/20/1920	07/13/1926	4	351	375
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06/19/1926	09/17/1932	5	M	Y
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06/19/1926	09/17/1932	5	26	50
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323

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06/19/1926	09/17/1932	5	151	175
06/19/1926	09/17/1932	5	176	200

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Phor

Exhibit 11

QUITCLAIM DEED

THIS INDENTURE, made this 10th day of April, 1981, between HUGH P. BRADY of 1910 Fairview Avenue East, Seattle, Washington 98102, hereinafter called Grantor, and SHELDON JACKSON COLLEGE, a non-profit Alaska corporation, of Post Office Box 479, Sitka, Alaska 99835, hereinafter called Grantee,

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable consideration, to him in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does by these presents quitclaim unto the said Grantee all the right, title, equity, interest, claim, and demand which the said Grantor has in and to the following described property situate at or near Sitka, Alaska, to-wit:

All the certain lot, piece or parcel of land, situate, lying and being in the District of Alaska, and bounded and particularly described as follows, to-wit: Commencing at a point on the border of Lake Redutsky marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about 1,200 feet N-NE of the N point of the outlet of the lake; thence running N 600 feet; thence S 75° W 2,530 feet; thence S 491 feet to a point on the north bank of Redutsky Bay marked by a cross on a triangular boulder of about four foot sides lying at the foot of a white dead tree about 30 feet high and 6 feet in diameter; thence S 57° 50' W 1,140 feet across Redutsky Bay to a point on the south bank marked by a cross on a flat topped rock at the water's edge about three feet above high water, where a large overhanging tree is blazed for three or four feet; thence S 45° E 1,480 feet; thence N 85° E 1,690 feet to the western border of Lake Redutsky marked by a large white dead tree lying on the shore and projecting about 40 feet into the water about 1,100 feet S-SE from the south point of the outlet of the lake; thence N 23½° E 2,618 feet to the point of beginning, containing 160 acres more or less.

Together with all improvements situate thereon; together with the appurtenances thereunto belonging or in anywise appertaining.

Please note new telephone number: 907 - 225-9401

ZIEGLER, CLOUDY, SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowdoin Street
Ketchikan Alaska 99901

1 Grantor warrants that the above-described real property
2 is not his homestead.

3 TO HAVE AND TO HOLD the same, with the appurtenances,
4 unto the said Grantee, and to its successors and assigns, for-
5 ever.

6 IN WITNESS WHEREOF, the said Grantor has hereunto set
7 his hand and seal, the day and year first above written.

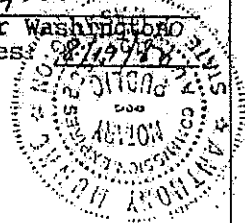
8
9 Hugh P. Brady (SEAL)
10 Hugh P. Brady

11 STATE OF WASHINGTON)
12 King County) ss:

13 THIS IS TO CERTIFY that on this 10th day of April 1981
14 before me, the undersigned, a notary public in and for the State
15 of Washington, duly commissioned and sworn, personally appeared
16 HUGH P. BRADY, to me known to be the person described in and who
executed the above and foregoing instrument; and who acknowledged
to me that he signed and sealed the same freely and voluntarily
for the uses and purposes therein mentioned.

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

19 Anthony Muntea
20 Notary Public for Washington
21 Commission expires: 8-15-91



Please note new telephone number: 907 - 225-9401

ZIEGLER, CLOUDY, SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Ketchikan Alaska 99901

8-07-81
112
RECEIVED
SITKA REC.
DISTRICT
APR 30 9 16 AM '81
REQUESTED BY: Ziegler, Cloudy, Smith,
King & Brown
ADDRESS: 307 Bowden St.
Ketchikan, AL 99901

Exhibit 12

QUITCLAIM DEED

1
2
3 THIS INDENTURE, made this 21st day of April,
4 1981, between MARY BEATTIE BRADY of Birch Hill, Patterson, New
5 York 12563, hereinafter called Grantor, and SHELDON JACKSON
6 COLLEGE, a non-profit Alaska corporation, of Post Office Box 479,
7 Sitka, Alaska 99835, hereinafter called Grantee,

8 WITNESSETH: That the said Grantor, for and in consid-
9 eration of the sum of Ten (\$10.00) Dollars, and other valuable
10 consideration, to her in hand paid by said Grantee, the receipt
11 whereof is hereby acknowledged, does by these presents quitclaim
12 unto the said Grantee all the right, title, equity, interest,
13 claim, and demand which the said Grantor has in and to the fol-
14 lowing described property situate at or near Sitka, Alaska,
15 to-wit:

16 All the certain lot, piece or parcel of land,
17 situate, lying and being in the District of
18 Alaska, and bounded and particularly des-
19 cribed as follows, to-wit: Commencing at a
20 point on the border of Lake Redutsky marked
21 by a cross about a foot long roughly made
22 with boards on the first cliff projecting
23 into the lake about 1,200 feet N-NE of the N
24 point of the outlet of the lake; thence
25 running N 600 feet; thence S 75° W 2,530
26 feet; thence S 491 feet to a point on the
27 north bank of Redutsky Bay marked by a cross
28 on a triangular boulder of about four foot
29 sides lying at the foot of a white dead tree
30 about 30 feet high and 6 feet in diameter;
31 thence S 57° 50' W 1,140 feet across Redutsky
32 Bay to a point on the south bank marked by a
cross on a flat topped rock at the water's
edge about three feet above high water, where
a large overhanging tree is blazed for three
or four feet; thence S 45° E 1,480 feet;
thence N 85° E 1,690 feet to the western
border of Lake Redutsky marked by a large
white dead tree lying on the shore and pro-
jecting about 40 feet into the water about
1,100 feet S-SE from the south point of the
outlet of the lake; thence N 23½° E 2,618
feet to the point of beginning, containing
160 acres more or less.

Together with all improvements situate there-
on; together with the appurtenances thereunto
belonging or in anywise appertaining.

*Please note new telephone
numbers 907 - 225-9401*

ZIEGLER, CLOUDY SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowdoin Street
Ketchikan, Alaska 99901

1 Grantor warrants that the above-described real property
2 is not her homestead.

3 TO HAVE AND TO HOLD the same, with the appurtenances,
4 unto the said Grantee, and to its successors and assigns, for-
5 ever.

6 IN WITNESS WHEREOF, the said Grantor has hereunto set
7 her hand and seal, the day and year first above written.

8
9 Mary Beattie Brady (SEAL)
10 Mary Beattie Brady

11 STATE OF NEW YORK)
12 Dutchess) SS:
13 ~~Putnam~~ County)

14 THIS IS TO CERTIFY that on this 21 day of April,
15 before me, the undersigned, a notary public in and for the State
16 of New York, duly commissioned and sworn, personally appeared
17 MARY BEATTIE BRADY, to me known to be the person described in and
18 who executed the above and foregoing instrument; and who acknowl-
19 edged to me that she signed and sealed the same freely and volun-
20 tarily for the uses and purposes therein mentioned.

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

23 Charlotte H. Whaley
24 Notary Public for New York
25 Commission expires: 3/30/83

26 CHARLOTTE H. WHALEY
27 Notary Public, State of New York
28 Residing Dutchess County
29 Commission Expires March 30, 1983

Please note new telephone
number: 907 - 225-9401

ZIEGLER, CLOUDY, SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Ketchikan, Alaska 99901

RECORDED
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APR 30 9 21 AM '81
REQUESTED BY Ziegler, Cloudy, Smith
ADDRESS 307 Bowden St.
Ketchikan, Ak. 99901
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Exhibit 13

QUITCLAIM DEED

THIS INDENTURE, made this 21st day of April,
1981, between ELIZABETH PATTON BRADY of Birch Hill, Patterson,
New York 12563, hereinafter called Grantor, and SHELDON JACKSON
COLLEGE, a non-profit Alaska corporation, of Post Office Box 479,
Sitka, Alaska 99835, hereinafter called Grantee,

WITNESSETH: That the said Grantor, for and in consid-
eration of the sum of Ten (\$10.00) Dollars, and other valuable
consideration, to her in hand paid by said Grantee, the receipt
whereof is hereby acknowledged, does by these presents quitclaim
unto the said Grantee all the right, title, equity, interest,
claim, and demand which the said Grantor has in and to the fol-
lowing described property situate at or near Sitka, Alaska,
to-wit:

All the certain lot, piece or parcel of land,
situate, lying and being in the District of
Alaska, and bounded and particularly des-
cribed as follows, to-wit: Commencing at a
point on the border of Lake Redutsky marked
by a cross about a foot long roughly made
with boards on the first cliff projecting
into the lake about 1,200 feet N-NE of the N
point of the outlet of the lake; thence
running N 600 feet; thence S 75° W 2,530
feet; thence S 491 feet to a point on the
north bank of Redutsky Bay marked by a cross
on a triangular boulder of about four foot
sides lying at the foot of a white dead tree
about 30 feet high and 6 feet in diameter;
thence S 57° 50' W 1,140 feet across Redutsky
Bay to a point on the south bank marked by a
cross on a flat topped rock at the water's
edge about three feet above high water, where
a large overhanging tree is blazed for three
or four feet; thence S 45° E 1,480 feet;
thence N 85° E 1,690 feet to the western
border of Lake Redutsky marked by a large
white dead tree lying on the shore and pro-
jecting about 40 feet into the water about
1,100 feet S-SE from the south point of the
outlet of the lake; thence N 23½° E 2,618
feet to the point of beginning, containing
160 acres more or less.

Together with all improvements situate there-
on; together with the appurtenances thereunto
belonging or in anywise appertaining.

*Please note new telephone
numbers: 907 - 225-9401*

ZIEGLER, CLOUDY SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Ketchikan Alaska 99901

1 Grantor warrants that the above-described real property
2 is not her homestead.

3 TO HAVE AND TO HOLD the same, with the appurtenances,
4 unto the said Grantee, and to its successors and assigns, for-
5 ever.

6 IN WITNESS WHEREOF, the said Grantor has hereunto set
7 her hand and seal, the day and year first above written.

Elizabeth Patton Brady (SEAL)
Elizabeth Patton Brady

11 STATE OF NEW YORK)
12 Dutchess) ss:
13 ~~Dutchess~~ County)

14 THIS IS TO CERTIFY that on this 21 day of April,
15 before me, the undersigned, a notary public in and for the State
16 of New York, duly commissioned and sworn, personally appeared
17 ELIZABETH PATTON BRADY, to me known to be the person described in
18 and who executed the above and foregoing instrument; and who
19 acknowledged to me that she signed and sealed the same freely and
20 voluntarily for the uses and purposes therein mentioned.

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

Charlotte H. Whaley
Notary Public for New York
Commission expires: 3/30/83

CHARLOTTE H. WHALEY
Notary Public, State of New York
Residing Dutchess County
Commission Expires March 30, 1983

Please note new telephone
numbers: 907 - 225-9401

ZIEGLER, CLOUDY SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Ketchikan, Alaska 99901

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SITKA REC.
DISTRICT
APR 30 9 24 AM '81
REQUESTED BY *Ziegler, Cloudy, Smith*
King & Brown
ADDRESS 307 Bowden St.
Ketchikan, AK. 99901

Exhibit 14

QUITCLAIM DEED

1
2
3 THIS INDENTURE, made this 8th day of April,
4 1981, between LESLEY JACKSON ROESCH, a/k/a LESLEY JACKSON BRADY
5 of 49 Essex Place, Newtown, Pennsylvania 18940, hereinafter
6 called Grantor, and SHELDON JACKSON COLLEGE, a non-profit Alaska
7 corporation, of Post Office Box 479, Sitka, Alaska 99835, here-
8 inafter called Grantee,

9 WITNESSETH: That the said Grantor, for and in consid-
10 eration of the sum of Ten (\$10.00) Dollars, and other valuable
11 consideration, to her in hand paid by said Grantee, the receipt
12 whereof is hereby acknowledged, does by these presents quitclaim
13 unto the said Grantee all the right, title, equity, interest,
14 claim, and demand which the said Grantor has in and to the fol-
15 lowing described property situate at or near Sitka, Alaska,
16 to-wit:

17 All the certain lot, piece or parcel of land,
18 situate, lying and being in the District of
19 Alaska, and bounded and particularly des-
20 cribed as follows, to-wit: Commencing at a
21 point on the border of Lake Redutsky marked
22 by a cross about a foot long roughly made
23 with boards on the first cliff projecting
24 into the lake about 1,200 feet N-NE of the N
25 point of the outlet of the lake; thence
26 running N 600 feet; thence S 75° W 2,530
27 feet; thence S 491 feet to a point on the
28 north bank of Redutsky Bay marked by a cross
29 on a triangular boulder of about four foot
30 sides lying at the foot of a white dead tree
31 about 30 feet high and 6 feet in diameter;
32 thence S 57° 50' W 1,140 feet across Redutsky
Bay to a point on the south bank marked by a
cross on a flat topped rock at the water's
edge about three feet above high water, where
a large overhanging tree is blazed for three
or four feet; thence S 45° E 1,480 feet;
thence N 85° E 1,690 feet to the western
border of Lake Redutsky marked by a large
white dead tree lying on the shore and pro-
jecting about 40 feet into the water about
1,100 feet S-SE from the south point of the
outlet of the lake; thence N 23½° E 2,618
feet to the point of beginning, containing
160 acres more or less.

Together with all improvements situate there-

Please note new telephone
number: 907 - 225-9401

ZIEGLER, CLOUDY SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Ketchikan Alaska 99901

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on; together with the appurtenances thereunto
belonging or in anywise appertaining.

Grantor warrants that the above-described real property
is not her homestead.

TO HAVE AND TO HOLD the same, with the appurtenances,
unto the said Grantee, and to its successors and assigns, for-
ever.

IN WITNESS WHEREOF, the said Grantor has hereunto set
her hand and seal, the day and year first above written.

Lesley Jackson Roesch (SEAL)
Lesley Jackson Roesch, a/k/a
Lesley Jackson Brady

STATE OF PENNSYLVANIA)
 Backs) ss:
 Lucerne County)

THIS IS TO CERTIFY that on this 5th day of April,
before me, the undersigned, a notary public in and for the State
of Pennsylvania, duly commissioned and sworn, personally appeared
LESLEY JACKSON ROESCH, a/k/a LESLEY JACKSON BRADY, to me known to
be the person described in and who executed the above and fore-
going instrument; and who acknowledged to me that she signed and
sealed the same freely and voluntarily for the uses and purposes
therein mentioned.

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

Myrtle Grace Kelly
Notary Public for Pennsylvania
Commission expires: _____

MYRTLE GRACE KELLY
Notary Public, Bristol, Bucks Co.
My Commission Expires Oct. 19, 1981

8-1-072-1
1/100
RECEIVED
APR 30 9 42 AM '81
REQUESTED BY *Shirley Cloudy Smith*
ADDRESS *307 Bowden St.
Ketchikan, Alaska 99901*

*Please note new telephone
numbers: 907 - 225-9401*

ZIEGLER, CLOUDY, SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Ketchikan, Alaska 99901

Exhibit 15

QUITCLAIM DEED

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THIS INDENTURE, made this 13 day of MAY,
1981, between JOHN G. BRADY, JR., of Fall City, Washington
98204, hereinafter called Grantor, and SHELDON JACKSON COLLEGE, a
non-profit Alaska corporation, of Post Office Box 479, Sitka,
Alaska 99835, hereinafter called Grantee,

WITNESSETH: That the said Grantor, for and in consid-
eration of the sum of Ten (\$10.00) Dollars, and other valuable
consideration, to him in hand paid by said Grantee, the receipt
whereof is hereby acknowledged, does by these presents quitclaim
unto the said Grantee all the right, title, equity, interest,
claim, and demand which the said Grantor has in and to the fol-
lowing described property situate at or near Sitka, Alaska,
to-wit:

All the certain lot, piece or parcel of land,
situate, lying and being in the District of
Alaska, and bounded and particularly des-
cribed as follows, to-wit: Commencing at a
point on the border of Lake Redutsky marked
by a cross about a foot long roughly made
with boards on the first cliff projecting
into the lake about 1,200 feet N-NE of the N
point of the outlet of the lake; thence
running N 600 feet; thence S 75° W 2,530
feet; thence S 491 feet to a point on the
north bank of Redutsky Bay marked by a cross
on a triangular boulder of about four foot
sides lying at the foot of a white dead tree
about 30 feet high and 6 feet in diameter;
thence S 57° 50' W 1,140 feet across Redutsky
Bay to a point on the south bank marked by a
cross on a flat topped rock at the water's
edge about three feet above high water, where
a large overhanging tree is blazed for three
or four feet; thence S 45° E 1,480 feet;
thence N 85° E 1,690 feet to the western
border of Lake Redutsky marked by a large
white dead tree lying on the shore and pro-
jecting about 40 feet into the water about
1,100 feet S-SE from the south point of the
outlet of the lake; thence N 23½° E 2,618
feet to the point of beginning, containing
160 acres more or less.

Together with all improvements situate thereon;
together with the appurtenances thereunto
belonging or in anywise appertaining.

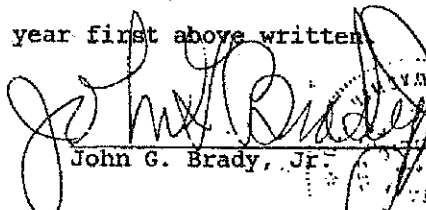
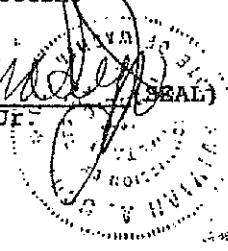
*Please note new telephone
numbers: 907 - 225-9401*

ZIEGLER, CLOUDY, SMITH, KING & BROWN
Phone (907) 225-4145
307 Bayden Street
Ketchikan, Alaska 99901

1 Grantor warrants that the above-described real property
2 is not his homestead.

3 TO HAVE AND TO HOLD the same, with the appurtenances,
4 unto the said Grantee, and to its successors and assigns, for-
5 ever.

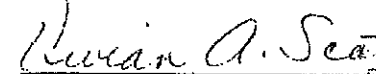
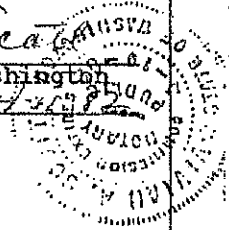
6 IN WITNESS WHEREOF, the said Grantor has hereunto set
7 his hand and seal, the day and year first above written

8
9 
10 John G. Brady, Jr. (SEAL)
11 

12 STATE OF WASHINGTON)
13 County of King) ss:

14 THIS IS TO CERTIFY that on this 34th day of May,
15 before me, the undersigned, a notary public in and for the State
16 of Washington, duly commissioned and sworn, personally appeared
17 JOHN G. BRADY, JR., to me known to be the person described in and
18 who executed the above and foregoing instrument; and who acknowl-
19 edged to me that he signed and sealed the same freely and volun-
20 tarily for the uses and purposes therein mentioned.

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

23 
24 Notary Public for Washington
25 Commission expires: 4-22-92
26 

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JUN 23 8 48 AM '91
REQUESTED BY Edward & King
ADDRESS 307 Bowden Street
Kenichik, Alaska 99901
RECEIVED
JUN 23 11 09 1

ZIEGLER, CLOUDY, SMITH, KING & BROWN
Phone (907) 225-4145
307 Bowden Street
Kenichik, Alaska 99901

Exhibit 16

EASEMENT

THIS EASEMENT, dated this 9th day of April, 1984, from Sheldon Jackson College, a non-profit Alaska Corporation having its principal place of business at Sitka, Borough of Sitka, State of Alaska, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee," whose address is Washington, D.C. 20250

WITNESSETH:

Grantor, for and in consideration of \$1.00 and other good and valuable considerations received by Grantor, does hereby grant to Grantee and its assigns a perpetual easement for ingress and egress along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the State of Alaska:

Commencing at a point on the border of Lake Redutsky (Redoubt) marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about 1,200 feet N, NE of the N. point of the outlet of the lake; thence running N. 600 feet; thence S. 75° W. 2,530 feet; thence S. 491 feet to a point on the north bank of Redutsky Bay marked by a cross on a triangular boulder of about four feet sides lying at the foot of a white dead tree about 30 feet high and 6 feet in diameter; thence S. 57° 50' W. 1,140 feet across Redutsky (Redoubt) Bay to a point on the south bank marked by a cross on a flat topped rock at the water's edge about three feet above high water, where a large overhanging tree is blazed for three or four feet; thence S. 45° E 1,480; thence N. 85° E. 1,690 feet to the western border of the Lake (Redoubt) Redutsky marked by a large white dead tree lying on the shore and projecting about 40 feet into the water about 1,100 feet S, SE from the south point of the outlet of the lake; thence N. 23 1/2° E. 2,618 feet to the point of beginning. Sitka Recording District, First Judicial District, State of Alaska.

All of the parcel lies within Sec. 35, T. 57 S., R. 64 E. Copper River Meridian.

The word "premises" when used herein means said strip of land, including land underlying the existing Redutsky Lake boat tram as constructed across the above described parcel. The location of said premises is shown approximately on Exhibit 1 attached hereto.

The said premises shall be 40 feet in width, 20 feet on each side of the survey line shown on exhibit attached, situated along the centerline of the existing tram or more if necessary to accommodate cuts and fills. The boundary lines of said premises shall begin and end on, and conform to, property lines limited by the mean high tide line and shoreline of Redutsky Lake shore.

The acquiring agency is the Forest Service, United States Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such regulations and rules as Grantee may reasonably impose upon or require of other users of the premises. Grantee shall have the right to construct, reconstruct, and maintain the tram and other means of ingress and egress within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for construction, reconstructing, and maintaining the existing tram or other means of ingress and egress. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked on the premises for disposal by the Grantor.

This easement is granted subject to the following reservations by Grantor, its heirs and assigns:

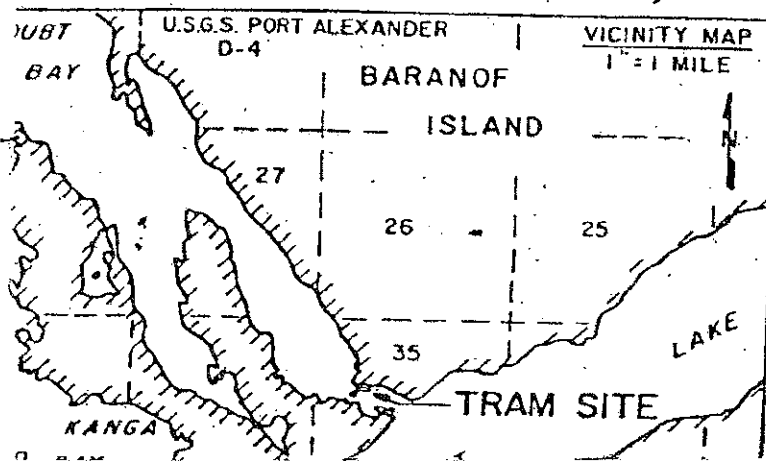
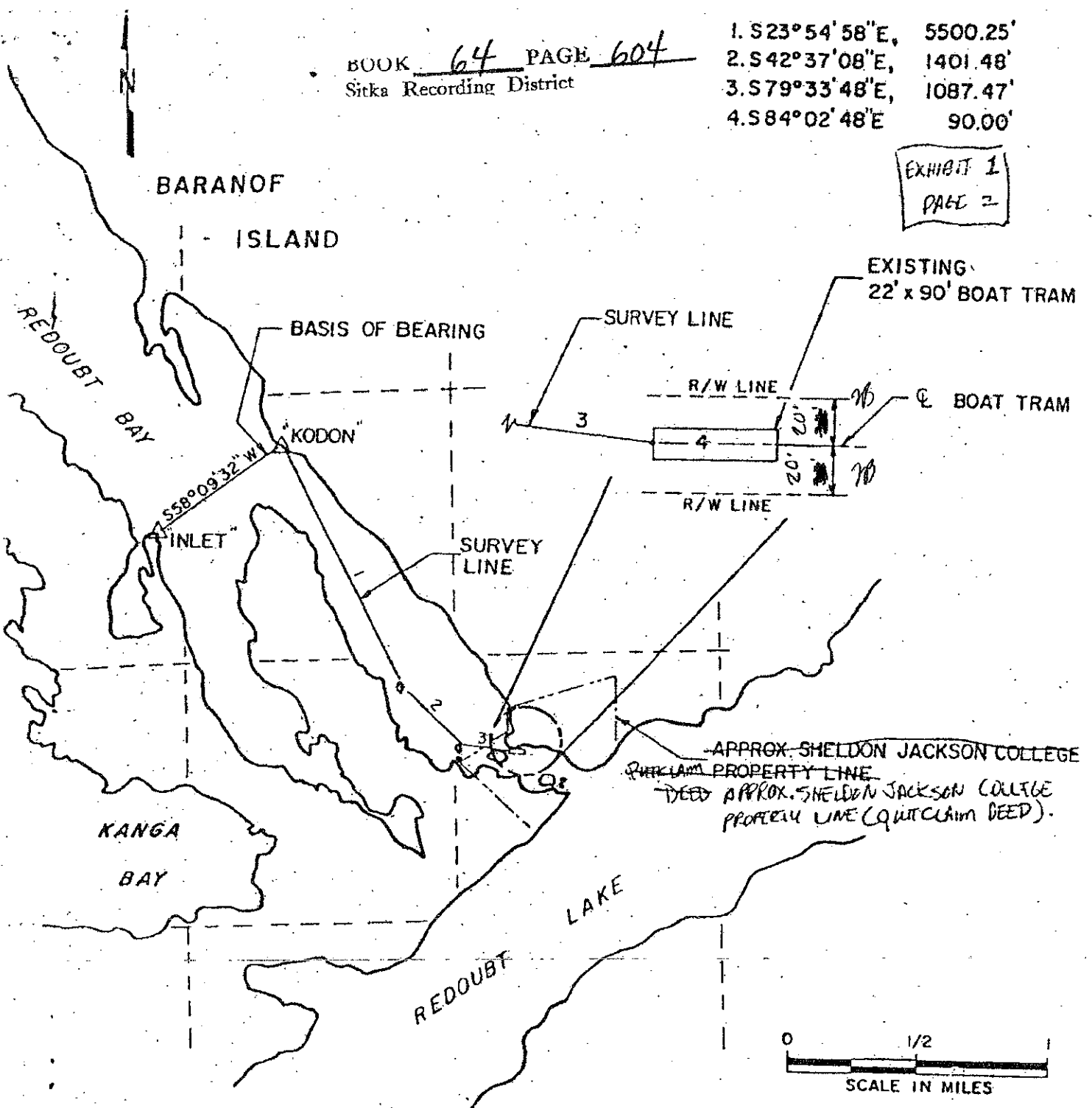
1. The right to use the premises described herein for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, subject, however, to regulations as Grantee may reasonably impose and the bearing of maintenance costs proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.
2. The right to cross and recross the premises at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the easement by Grantee and its assigns for the purposes hereinbefore provided.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

If for a period of five (5) years, the Grantee shall cease to use, or reasonably preserve for prospective future use, the tram or other means of ingress or egress constructed on the premises, or any segment thereof for the purposes granted, or if at any time the Regional Forester determines that the tram or other means of ingress or egress constructed on the premises or any segment thereof is no longer needed for the purposes granted, the easement shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

BOOK 64 PAGE 604
 Sitka Recording District

- 1. S23°54'58"E, 5500.25'
- 2. S42°37'08"E, 1401.48'
- 3. S79°33'48"E, 1087.47'
- 4. S84°02'48"E, 90.00'

EXHIBIT 1
 PAGE 2



DATE OF SURVEY	PREPARED BY:
BEGINNING 10/19/82	J.G.
ENDING 10/20/82	
U.S.D.A. FOREST SERVICE REGION 1C TONGASS N.F. - CHATHAM AREA SITKA, ALASKA	
REDOUBT LAKE BOAT TRAM R/W	
DRAWN BY: R.L.D.	

EXHIBIT 1-
PAGE 1

BOOK 64 PAGE 605
Sitka Recording District

APPROX. HIGH
WATER LINE
(TYP.)

BARANOF

ISLAND

REDOUBT
BAY

RAPIDS

EXISTING 22' x 90'
BOAT TRAM

REDOUBT

LAKE

84-0730
\$2000

RECORDED-FILED
SITKA REC.
DISTRICT

APR 10 2 01 PM '84

REQUESTED BY USDA Forest Service
P.O. Box 1980
ADDRESS Sitka, Ak 99835
Attn: Marianne Scott

DATE OF SURVEY	PREPARED BY:
BEGINNING <u>10/19/82</u>	
ENDING <u>10/20/82</u>	<u>J.G.</u>

U.S.D.A. FOREST SERVICE REGION 10
TONGASS N.F. - CHATHAM AREA
SITKA, ALASKA

REDOUBT LAKE
BOAT TRAM R/W

DRAWN BY

Exhibit 17



Issued by

First American Title Insurance Company

8251 Glacier Hwy, Juneau, AK 99801

Title Officer: Colleen Sullivan

Phone: (907)789-5252

FAX: (907)789-7395



First American

First American Title Insurance Company
8251 Glacier Hwy
Juneau, AK 99801
Phn - (907)789-5252
Fax - (907)789-7395

LITIGATION GUARANTEE

LIABILITY: \$ **250.00**
FEE: \$ **250.00**

ORDER NO.: **0239-1844793**
YOUR REF.:

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

First American Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

Christianson & Spraker

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority; AND

Dated: February 27, 2012 at 8:00 A.M.

SCHEDULE A

Title to said estate or interest at the date hereof is vested in:

Sheldon Jackson College

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee Simple Estate

The land referred to in this Guarantee is situated in the State of Alaska , Sitka Recording District, and is described as follows:

A portion of land located within Section 35, Township 57 South, Range 64 East, Copper River Meridian, more particularly described as:

All the certain lot, piece or parcel of land, situate, lying and being in the District of Alaska, and bounded and particularly described as follows, to-wit: Commencing at a point on the border of Lake Redutsky marked by a cross about a foot long roughly made with boards on the first cliff projecting into the lake about 1,200 feet N-NE of the N point of the outlet of the lake; thence running N 600 feet; thence S 75° W 2,530 feet; thence S 491 feet to a point on the north bank of Redutsky Bay marked by a cross on a triangular boulder of about four foot sides lying at the foot of a white dead tree about 30 feet high and 6 feet in diameter; thence S 57° 50' W 1,140 feet across Redutsky Bay to a point on the south bank marked by a cross on a flat topped rock at the water's edge about three feet above high water, where a large overhanging tree is blazed for three or four feet; thence S 45° E 1,480 feet; thence N 85° E 1,690 feet to the western border of Lake Redutsky marked by a large white dead tree lying on the shore and projecting about 40 feet into the water about 1,100 feet S-SE from the south point of the outlet of the lake; thence N 23½° E 2,618 feet to the point of beginning.

SCHEDULE B

EXCEPTIONS:

1. Any defect or invalidity of the title to said land based on the fact that no patent has been issued by the United States of America. Upon the issuance of said patent and recordation thereof in the Sitka Recording District, said land will be subject to all the provisions and reservations contained therein.
2. Taxes and/or assessments due, if any.
3. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Redoubt Bay and Redoubt Lake.
4. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
5. Any preference rights which may exist under the Alaska Land Act, terms, provisions and reservations under the Submerged Lands Act (43 USCA 1301, 67 Stat. 29) and the enabling act (Public Law 85-508, 72 Stat. 339).
6. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
7. Any shortage in area or any discrepancy in the exact location of subject property resulting from insufficiency or ambiguity in the legal description contained in the documents creating said parcel.

THIS LEGAL DESCRIPTION has been compiled from public records and information furnished by and at the request of Cabot Christianson. First American Title Insurance Company assumes no liability for this legal description and any variances as may be disclosed by an actual survey and no representations as to acreage are made hereby.

8. Please note the legal description reference to "Lake Redutsky", per the attached maps the name now appears to read "Redoubt Lake".
9. Right, title and interest of Sheldon J. Brady per Order and Decree of Distribution of the Estate of John G. Brady dated May 3, 1920.
10. Easement, including terms and provisions contained therein:
Recording Information: April 10, 1984 Book 64 Page 602
In Favor of: United States of America
For: ingress and egress
11. Affects of those certain Orders Determining Heirs of Charles Bennett recorded April 28, 1989 Book 85, Page 371 and Thomas F. Bennett recorded April 29, 1989 Book 85, Page 374.
12. Affects of that certain Pending Regional Selection Application (AA10495) pursuant to ANCSA for Historical Site (cemetery) by Sealaska Corporation filed December 12, 1975 with the Bureau of Land Management.

13. Rights of access and egress from said premises. We find no Notice in the records of any dedicated or improved roadways abutting subject property.

NOTE: THIS GUARANTEE IS RESTRICTED TO THE USE OF THE ASSURED HEREIN AND IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID PROPERTY.

NOTICE

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of any title commitment or policy of title insurance.

The plat is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this plat for location or dimensions of the property and no liability is assumed for the correctness thereof.

SCHEDULE C

The necessary parties (other than those having a claim or interest by reason of matters shown in Exception number(s), inclusive) to be made defendants in an action to Judicially foreclose the Deed of Trust shown as exception number herein, said action to be brought by are as follows:

A.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

Except to the extent that specific assurance are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in this Guarantee.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in this Guarantee, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in this Guarantee, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the Loss or Damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In the case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)

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A-210

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B-25

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Reg./Sel. Apin

A-155

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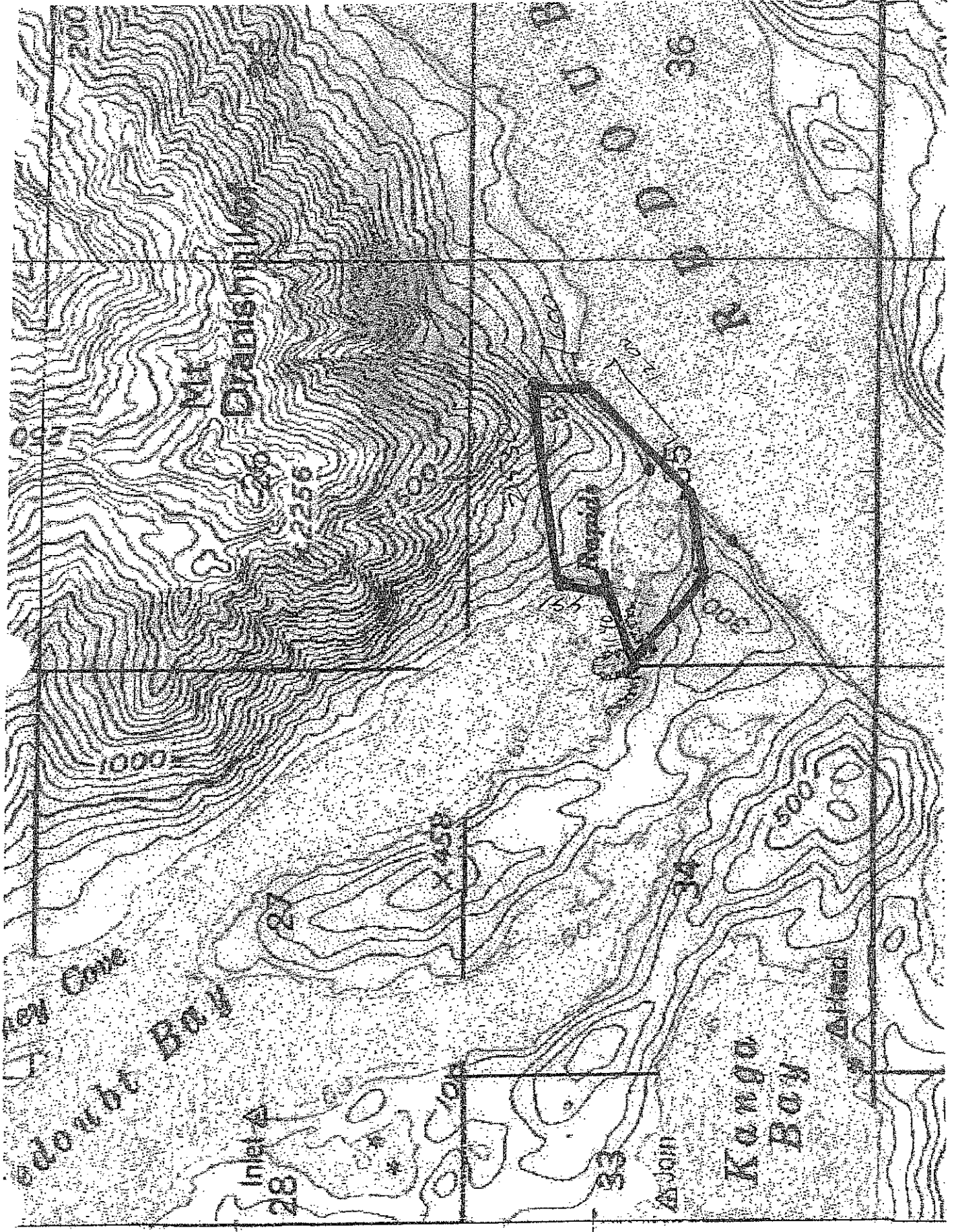
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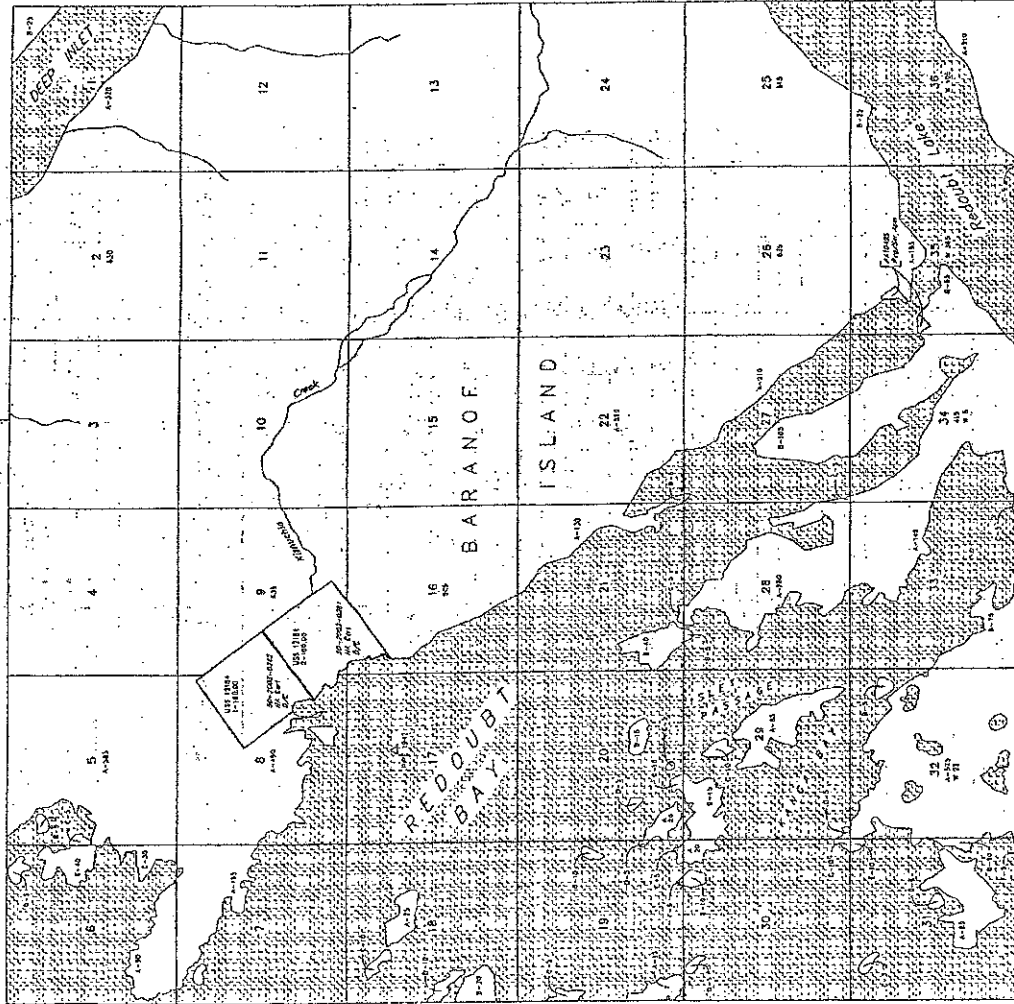
(ANDER D-5)

57 S.

UNSURVEYED TOWNSHIP 57 SOUTH RANGE 64 EAST OF THE COPPER RIVER MERIDIAN, ALASKA

PROJECTION DIAGRAM NO. CR14-8 OFFICIALLY FILED 5/1/1960

1:50,000
8 5/8" R A/E



Lat 64°32'37.63"N
Long 159°14'00.74"W

SCALE IN METERS
1:50,000

THIS MAP IS THE PROPERTY OF THE U.S. GOVERNMENT AND IS LOANED TO YOU BY THE BUREAU OF LAND MANAGEMENT. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE BUREAU OF LAND MANAGEMENT.

STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

MTP

FOR GRANTS OFFERING APPLICABLE OR USE OF THE
GRANTED LANDS WITHIN THE TOWNSHIP FOR CLASSIFICATION
APPLICABLE TO THE APPLICABLE OTHER PUBLIC PURPOSES
APPLY TO THE BUREAU OF LAND MANAGEMENT.

STATE OF ALASKA
15 Survey 1718, approved 4/23/1960, official
statistical lands within sections 8, 9, 10

CURRENT ID	CR 148
	1-32.8
	7-6-206
	11-84.5

ACAD

