

RIGHT OF ENTRY AND
DEVELOPMENT PERMIT

The purpose of this permit is to provide for entry upon the land for the construction of residential housing at the new Georgetown site and the long-term lease of the site to the residential lease applicant. The GEORGETOWN TRIBAL COUNCIL (“COUNCIL”), the governing body of the federally recognized tribe of the Native Village of Georgetown (“TRIBE”) grants a right of entry and development permit, hereinafter called PERMIT to _____,

_____, their heirs, successors and assigns, hereinafter called PERMITTEE, to enter upon the land to improve and develop a home site and construct a residential dwelling upon lands located in ANDREW’S ESTATE SUBDIVISION, GEORGETOWN, ALASKA more particularly identified in the attached Appendix A as LOT _____, BLOCK _____, Tract A as depicted on Plat 2003-3, filed May 30, 2003 in the Kuskokwim Recording District, Fourth Judicial District, State of Alaska (“Plat 2003-3”).

This PERMIT is effective on the date it is signed by both parties and incorporates the attached “Stipulations,” by reference. This PERMIT may not be assigned without the permission of the COUNCIL. The COUNCIL’S assignment of the PERMIT must be approved by a majority of the COUNCIL members.

The PERMITTEE shall defend, hold harmless and indemnify the COUNCIL and TRIBE against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from PERMITTEE’S actions or omissions or the actions or omissions of PERMITTEE’S contractors, subcontractors, agents or employees arising out of this PERMIT.

The PERMITTEE will provide the Georgetown Tribal Council Land Committee with a lot plan showing the location of structures, wells and septic systems and any other applicable improvement the PERMITTEE plans to make for Committee review. Lot plans can be simple sketches, but must have accurate locations and distances shown. The Committee must approve the PERMITTEE’S lot plan and any changes to the plan before any construction or improvements are made.

In the event that the land is not improved and a habitable dwelling, as defined in the attached stipulations, is not fully constructed within 5 years from the date of execution of this PERMIT this PERMIT shall automatically expire.

It is agreed by the PERMITTEE, that said improvements and dwelling will be constructed within the parcel identified in Appendix A in accordance with an approved lot plan, all applicable state and federal laws, tribal regulations and the attached Stipulations. The COUNCIL agrees to execute a residential lease for the surface estate of the lands identified in Appendix A upon completion of the development requirements of this PERMIT.

Signed this _____ day of _____, 20_____.

GEORGETOWN TRIBAL COUNCIL

ATTEST: _____
Secretary

By: _____
President (or Vice President)

PERMITTEE

Right of Entry/Development Permit Stipulations

A. General Conditions

1. All lot use and development shall conform to the set-backs, road dedications and easements described in the site plan attached to this Permit and Plat 2003-03, both of which are incorporated herein by reference. Development and cutting of vegetation is prohibited outside of any property lines, and along the banks of the Kuskokwim River, which is or will be subject to a community foot access trail easement. Permittees are specifically advised that there is a 10-foot set back from all property lines bordering the banks of the Kuskokwim River. There is also a 20-foot construction set back from any dedicated road. There is also to be no development of any kind within 40 feet of any wetland area. The Council reserves the right to grant 10-foot utility easements along the sides of any lot as Permitted in the Georgetown Community Master Plan as now or hereafter amended.
2. Permittees are encouraged to change the site plan to suit their needs; provided that Georgetown Tribal Council Land Committee must review any site plan for housing placement, well location, septic system location and any other improvements to the lot. The site plan must contain accurate locations and distances for all improvements. The Land Committee review must occur prior to any construction or installation. Permittee will provide the Council with the location of a planned pit privy or outhouse and obtain approval from the Council before construction and use of a pit privy or outhouse.
3. For the purposes of this Permit a habitable dwelling is defined as a building no smaller than 12' x 16' with a permanent foundation, weatherproof roof and siding and a heating system suitable for human habitation. Trailers, tents or other structures lacking these requirements do not qualify.
4. Permittees will maintain their property in clean and neat condition. All operations shall be conducted in such a manner so as not to block, pollute, or hinder any drainage system or change the character, or cause the pollution or siltation of, any streams, wetlands, seeps and marshes, river or damage fish and wildlife resources. All debris resulting from clearing operations and construction, which may block stream flow, delay fish migration, contribute to flood damage, or result in stream bed scour or erosion, shall be removed. All waste generated during construction and operation under this right of entry shall be removed or otherwise disposed of in a manner acceptable to the Council.
5. No oil or other toxic material or sediments shall be released on the ground, in any lake, stream, wetland or other water body. Fuels, lubricants, paints, and other potential pollutants shall be stored a minimum distance of 100 feet away from any river, stream, drainage system, wetland or water body.
6. All boat and barge access shall be via the single landing area defined in the Georgetown Community Master Plan. Permittees must use existing, dedicated roads to access lots.
7. All existing roads and trails needed for fire protection shall be kept free of slash and debris. Slash, culls, roots and other non-merchantable woody material shall be disposed of by controlled burning, burial or placement in a Council-designated dumpsite. Every reasonable effort shall be made to prevent, control, or suppress any fire in the operating area. Uncontrolled fires shall be immediately reported to the 24-Hour Wildfire Reporting in McGrath at 907-524-3366 with a call to The Kuskokwim Corporation, 1-800-478-4275 or in Aniak, 675-4275.

8. Upon excavation of any archaeological, paleontological or historic site or artifacts, the Permittee shall immediately notify the Council and cease operations upon that portion of the parcel. Necessary authorization from the State Office of History & Archaeology must be obtained prior to resuming work.
9. Within one year after completion of the improvements, the Permittee shall submit an as-built survey plat or similar evidence showing the relationship of the improvements to the parcel's boundaries to the Council, said survey shall include at least one tie to a known monument of horizontal control.
10. This right of entry does not authorize any other activity other than that which is applied for. Other uses of the parcel including modifications, and relocations shall require additional Permit approval prior to making any such modifications.

B. Expiration/Default

1. This Permit automatically expires unless the Permittee has improved the land parcel for which this Permit was issued, by constructing a habitable dwelling within five (5) years from the date of this Permit. Provided that the Permittee may file a written request for Permit extension with the COUNCIL within thirty (30) days after expiration of the Permit. The COUNCIL may thereafter renew or extend the Permit on such terms, as it deems appropriate in its discretion.
2. This Permit shall also expire if a Permittee dies before starting substantial construction of a habitable dwelling. If a Permittee dies after such construction has begun, the Permit shall be transferred to the Permittee's rightful heirs.
3. In the event of any other default in complying with the Permit's stipulations, a written notice will be sent which specifies the particular alleged default. The party receiving the notice will have a reasonable time under the circumstances as may be specified in the notice, in which to cure the default. If the default is cured, there will be no breach of the right of entry. If the defaulting party disputes that a default has occurred, it will deliver to the other party a written notice to that effect and the question will be determined by a single arbitrator appointed by mutual agreement or according to the laws of Alaska. If the decision of the arbitrator is that the allegedly defaulting party is in default, then the defaulting party will have a reasonable time under the circumstances in which to cure any default and if any default is cured, there will be no breach of the right of entry. The cost of arbitration shall be borne equally by the parties, and each party shall pay their own attorney fees.
4. If notice of default is given and the noticed party either: (a) does not give notice that it disputes the existence of a default or (b) disputes the default but the decision of the arbitrator is that a default has occurred and in either case the default is not cured within the period specified above, then at its option, the notifying party may either obtain specific performance or cancel this right of entry. Unless further agreed by the COUNCIL, the authority of the arbitrator is limited to specific performance or cancellation, but does not include any authority to award monetary recovery of any kind against either the COUNCIL or the TRIBE.