

**Statement of Qualifications
for Land Management,
Grant Writing, Strategic
Planning & Site Control**

January 2007

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Statement of Qualifications

Bartz Englishoe and Associates

Professional Objective

Work with ANCSA corporations, tribal governments and rural municipalities to develop self-sufficiency within villages. Employ my skills in a way that encourages decision-making on a local level.

BE & A Goals

1. *Be sensitive to the cultural needs of the community in which I am working.*
2. *Keep open communication with clients.*
3. *Submit assignments on time.*
4. *Be professional and courteous at all times.*

Ancient Indian Proverb

We did not inherit the earth from our fathers; we are borrowing it from our children.

27 Years of Land Management

Bartz Englishoe has been providing land management services to village corporations since 1980.

First Homesite Subdivision

Mr. Englishoe developed his first shareholder homesite subdivision 1983.

Bartz Englishoe and Associates (BE&A) is an Alaska Native-owned and operated business that was established in 1985. BE&A has the experience needed to carry out land management, strategic planning, site control and grant writing services for village corporations, tribal governments and rural municipalities. Bartz Englishoe has a proven track record of working well with boards of directors, councils and rural residents. This Statement of Qualifications¹ describes professional services offered by BE&A.

Bartz Englishoe has spent the majority of his professional career working in rural Alaska (40 communities) and is familiar with village issues. BE&A has been assisting villages to make sound land management decisions for 27 years. As an Alaska Native, Bartz Englishoe is guided by his strong belief that Native lands and resources must be well managed and protected.

Land Management

Bartz Englishoe launched his professional career in 1980 by completing 640 hours of studies in land management with the Interior Village Association in Fairbanks. Mr. Englishoe then interned with the Alaska Programs Staff under Secretary of Interior James Watt in Washington D. C. Duties included land exchanges, ANCSA 7(i) issues, Native allotment adjudication and congressional bills.

Mr. Englishoe started working as a land specialist in 1981 with his own village corporation, Gwitchyaa Zhee Corporation, in Fort Yukon. His next position was land manager for the Bethel Native Corporation in 1983. Mr. Englishoe then provided land management services to numerous village corporations while working for Calista Professional Services from 1985 to 1987.

Shareholder Homesites

Many villages have implemented shareholder homesite programs under ANCSA Section 21(j). One of the main reasons for developing homesites is to ensure there are enough residential lots within a community for future housing. Owning a homesite allows shareholders to secure bank and federally insured home loans. Shareholders receive a deed to homesites.

ANCSA 21(j) Homesite Requirements

- Homesites are restricted to single-family residential use for a period of ten (10) years. Single-family use includes traditional extended family members as defined by local customs.
- Homesites are limited to a maximum size of 1½ acres.
- Distributed homesites are non-taxable as personal income, unless a shareholder sells or subdivides their parcel.
- Homesites distributed to shareholders must be similar in value.
- Homesites must be distributed under a random lottery basis to ensure every shareholder receives an equal opportunity to receive a lot.

Shareholder leasing Programs

A few village corporations have established shareholder leasing programs where stockholders lease land for 99-years instead of owning the land.

ANCSA Section 14(c)(1)

... "the Village Corporation shall first convey to any Native or non-Native occupant, without consideration, title to the surface estate in the tract occupied as of December 18, 1971... as a primary place of residence, or as a primary place of business, or as a subsistence campsite, or as headquarters for reindeer husbandry;"

BE&A has developed over 1,200 homesites for village corporations. Typical issues addressed during subdivision development are:

- Should shareholders pay all or a portion of the costs to survey homesites?
- Shareholder income and property tax liabilities.
- Automatic land protections for undeveloped Native lands.
- Restrictive covenants containing provisions such as "Right-of-First-Purchase" and non-commercial use requirements.
- Homesite exchange agreements between shareholders.
- Random lottery drawing procedures for distribution of lots.
- Preparing "RFP's" for the survey of homesite subdivisions.

Corporations that develop homesite subdivisions usually distribute one lot to each original shareholder. If an original shareholder is deceased, then heirs receive title to a homesite.

Cooperative Subdivision Development

Developing subdivisions takes cooperation. BE&A developed Mary Jackson Subdivision (240 lots) in 1992 under joint efforts between the Klawock Heenya Corporation, City of Klawock and Klawock IRA. The subdivision consists of residential, commercial, recreational and ANCSA 14(c)(3) public lands. BE&A wrote the environmental assessment for the construction of roads within the subdivision. Mr. Englishoe acquired \$2.8 million from the Bureau of Indian Affairs (BIA) for subdivision roads.

ANCSA 14(c) Reconveyances

Bartz Englishoe implemented his first ANCSA 14(c)(1) reconveyance program in 1982 and knows how hard it can be to deny claims. Additionally, he understands that ANCSA 14(c)(3) reconveyance negotiations can be difficult. BE&A strives to deal fairly with all parties involved in 14(c) reconveyances.

14(c)(1) Reconveyances

BE&A involvement with corporations ranges from minimal participation such as developing uniform 14(c)(1) reconveyance procedures to maximum engagement where Mr. Englishoe prepares 14(c)(1) decisions and participates in all committee and board meetings. BE&A believes that sufficient information must be given to committees and boards during the 14(c)(1) review process to ensure decisions are based on complete evidence. Attached is a sample 14(c)(1) decision.

14(c)(3) Reconveyances

State 14(c)(3) Workbook

Examples of improved lands:

- community buildings,
- sewage lagoons,
- cemeteries,
- garbage dumps,
- water storage tanks,
- and additional land necessary for community expansion.

ANCSA 14(c)(3) requires village corporations to reconvey lands to cities for public use and future expansion. Reconveyances are made to the State of Alaska to be held in trust if a community does not have a city.

It is prudent at times to hire a third party to oversee 14(c)(1) and 14(c)(3) decisions. BE&A has assisted seven village corporations in implementing 14(c)(3) reconveyances and has negotiated with cities, boroughs and the state. Enclosed is a sample 14(c)(3) settlement agreement.

Strategic Planning

Denali Commission

When a community provides a plan to a potential funder, it is demonstrating self-determination... The Denali Commission has consistently encouraged communities to provide a copy of their community plan when submitting a funding request.

Villages need strategic plans for funding purposes. It is important to involve the entire community when developing a plan. Soliciting a wide range of opinions ensures visions, goals and objectives are realistic. A plan based on local input and consensus will be respected by both the community and funding agencies.

Village Plans

Bartz Englishhoe enjoys participating in planning workshops where key issues of importance are identified. Attached is a sample list of community issues that were discussed during a village meeting facilitated by Bartz Englishhoe.

What is Strategic Planning?

- Working together to set a positive future
- Focusing beyond immediate concerns
- Establishing realistic goals and objectives
- Providing step-by-step direction
- An ongoing process - not a one time process
- Identifying specific, instead of vague ideas

Strategic plans can range from simple to complex. A small village might have a six page plan. A larger community may require a more substantial document detailing planning methods, community history, economic/employment data and lands use maps. BE&A believes that simple plans can be as effective as large documents for funding purposes.

BE&A also assists tribes and corporations in developing their own inhouse strategic plans. Enclosed is a simplified village corporation strategic plan.

Public Law 93-638 Survey Agreements

From BLM

P.L. 93-638 contract proposals can only be declined if one of the following criteria exist:

- Service to the Indian beneficiaries will not be satisfactory

The Indian Self-Determination and Education Assistance Act, Public Law 93-638, allows a village corporation to be paid by the federal government to survey its own lands. A survey contract is issued by the Bureau of Land Management (BLM) and usually covers the cadastral survey of village ANCSA lands, Native allotments and 14(c) reconveyances.

From BLM

- *Adequate protection of trust resources is not assured*
- *Proposed project or function cannot be properly completed or maintained by proposed contract*
- *Funds proposed are in excess of applicable funding level for contract*
- *Proposal includes activities that cannot be lawfully carried out by the contractor*

The BLM usually schedules the survey of village lands after final land conveyances have been issued. To acquire a 93-638 contract a village has to inform BLM that the corporation wishes to survey its lands. A corporate resolution is required. Surveying contracts are regularly in the \$500,000 range and can be quite profitable.

Village corporations may either joint venture with or hire a registered survey firm to perform 93-638 surveys. Negotiating a partnership or independent subcontractor agreement to survey lands can be complicated.

Dealing with BLM and survey firms may require professional assistance and BE&A is prepared to work with any village corporation seeking a Public Law 93-638 survey contract.

Grant Writing

Bartz Englishoe performed grant writing services during the early 1990's for Oklahomans for Indian Opportunity under a program funded by the Administration for Native Americans (ANA). Mr. Englishoe traveled extensively under the program and assisted many villages. Bartz Englishoe is a past reviewer for ANA, which utilizes outside reviewers to read and score grants.

BE&A helps villages prepare for grants by facilitating public meetings and providing the following services:

- Proposal and grant writing
- Grant review and editing
- Executive summaries that provide compelling and logical reasons why a grant needs to be funded

Villages are becoming more reliant on governmental and private funding at the same time that competition for grants is increasing. Small communities do not always have the local resources needed to make a case for grant dollars and BE&A is prepared to provide grant writing services.

Site Control

Village land management requires land status research and site control. BE&A resolves land conflicts by recommending win-win solutions for parties involved in complicated land ownership issues. BE&A produces detailed land status reports for rural projects.

Grant Writing Tips

1. *Keep your goals realistic.*
2. *Carefully read grant guidelines and then read them again. Make sure you understand them and ask for clarification if needed.*
3. *Do not feel inhibited about requesting technical assistance from the funding agency.*
4. *Proofread your application and then have someone else read it. If possible, have an objective expert critique the application.*
5. *Submit your proposal before the deadline.*
6. *If your grant is rejected, ask the grantor for review comments.*

State Site Control Handbook

What is site control? – Site control means you have to obtain an enforceable right in writing to use a parcel of land. Verbal permission is not enough.

State Site Control Handbook

Site control is important because state and federal agencies will not release grant funds for buildings unless site control is legally acquired in writing and recorded.

In addition to obtaining the land or an interest to the land, you should insure that there is adequate access to the site. It may be necessary to obtain an easement across other property.

It is important that boundaries of the property be identified and legally described so that structures are built on the right land. It is recommended that property be surveyed.

From BIA

Many tribes have not submitted IRR inventories, applications for transportation planning, memorandums of agreement for maintenance and requests for construction funding.

IRR Tribal Shares

In June 2006, the BIA listed five options on how tribes may use their IRR Tribal Shares:

- 1. Submit a proposal to contract directly with the BIA.*
- 2. Provide a resolution to permit another tribe or tribal organization to contract transportation services.*
- 3. Leave Tribal Shares with the BIA and direct how funds will be allocated on the tribe's behalf.*
- 4. Tribes with existing compacting agreements may negotiate an addendum to add IRR funding to an existing Annual Funding Agreement.*
- 5. A combination of the above.*

BE&A has an existing contract for site control services with the state Village Safe Water Program. Responsibilities under the contract include conducting legal research, gaining clear title for water and sewer easements and addressing ownership inconsistencies. Typical "landowner" circumstances are:

- Heirs jointly owning a BIA restricted land
- State of Alaska Mental Health Trust Land Authority lands
- Private homeowners
- U.S. National Guard Armory lands
- Rights-of-way within Native allotments
- State tideland leases and riparian rights

Site control usually involves working with state and private engineers, surveyors and environmental permitting specialists. Acquiring easements in villages typically involves working with tribal, city, borough, private, Native allottee and ANCSA corporation landowners.

BIA Roads Inventory

The BIA informed Tribes in 2004 that the final rules for the Indian Reservation Roads (IRR) program had changed significantly and that future funding would be distributed on a "tribal shares" basis. Tribes are now required to interpret new regulations such as 25 CFR Part 170 - IRR Program, Final Rules (53 pages). Other CFR's include:

- 25 CFR 900, Subpart P - Retrocession & Reassumption
- 25 CFR 900, Subpart C - Contract Proposal Contents

BE&A is able to assist tribes to address new transportation requirements. Tribes still need to complete or update IRR inventories, which include route numbers, legal descriptions, lengths, widths, surface type and class of road. It is best that an inventory detail planned roads to future community uses such as shareholder homesite subdivisions and ANCSA 14(c)(3) public use areas. Inventories need to document existing developments, wetlands, cultural sites, future growth centers and flood plains. Land use justifications are sometimes not enough and an inventory may also need to address socioeconomic issues, health and safety concerns, use of natural resources and community expansion.

Tribal Transportation Improvement Plan

Bartz Englishhoe will help tribes to comply with Tribal Transportation Improvement Program (TTIP) requirements. A multi-year TTIP should be consistent with a tribe's long-range

transportation plan and list all IRR funded projects. BE&A supports tribes by preparing tribal resolutions, road description narratives, prioritization of road projects and memorandums of agreement for road maintenance.

Associates

Bartz Englishoe and Associates is a sole proprietorship. Mr. Englishoe travels a lot and it is best to make initial contract through email. Below are business identification numbers:

*Bartz Englishoe and Associates
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bartz@englishoe.com
www.englishoe.com*

- Alaska Business License - 728958
- Dun and Bradstreet D-U-N-S number – 032964426
- \$1,000,000 commercial general liability insurance, First Financial Insurance Company – Policy # 642F000410

Mr. Englishoe realizes that sometimes it takes a team of professionals to complete a village project. BE&A has worked successfully with numerous attorneys, engineers, accountants, surveyors and grant writers. Below is a list of individuals and companies that BE&A works with.

Sentec, LLC.

BE&A has been working with Mike Horne, P.L.S., on surveying projects since 1990. Mr. Horne started surveying in Alaska in 1982 and established Sentec, Inc. in 1994. Sentec has completed cadastral 93-638 contracts and ANCSA 14(c) surveys for the Tatitlek, Eyak, Haida, Kootznouwo and Cape Fox village corporations. Sentec's biggest 93-638 contract was worth over \$1,000,000. Mr. Horne has surveyed hundreds of shareholder homesite lots for clients such as Klawock Heenya and Alexander Creek corporations. Sentec, LLC partnered with Enterprise Engineering, Inc. in 2006 and specializes in mapping, marine, easement, subdivision and hydrographic surveys.

*Mike Horne P.L.S
Sentec, LLC
2525 Gambell St, Suite 200
Anchorage, Alaska 99503
(907) 563 3835
Fax 563 3817*

Jerald M. Reichlin, Esq.

BE&A asks Jerald M. Reichlin of the law firm Fortier & Mikko, P.C. for assistance when specific legal expertise is required. BE&A has worked with Jerald Reichlin on legal issues since the early 1990's and is familiar with Mr. Reichlin's professional accomplishments. Mr. Reichlin has been a member of the Alaska Bar since 1984 and assists villages with ANCSA, tribal, municipal, corporate, commercial and natural resource legal matters. Mr. Reichlin has negotiated land exchanges, drafted complex mineral and land leases and reviewed oil and gas exploration contracts on behalf of village clients.

*Jerald M. Reichlin, Esq.
101 W. Benson Blvd., Suite 304
Anchorage, Alaska 99503.
(907) 277-4222
Fax 277-4221*

Neil Anderson

*W. Neil Anderson, CPA
149 Prospect Mira, Floor 3
Yuzhno-Sakhalinsk, Sakhalin,
Russia 4242-29-10-07*

Neil Anderson provides financial consulting services to a wide variety of clients. Mr. Anderson has worked in management positions for Chugach Alaska Corporation, Ukpeagvik Inupiat Corporation and Ahtna, Inc. Financial services include business valuation, risk management and financial reporting. Mr. Anderson is currently working in Russia on oil and gas projects.

PDC Environmental Services Division

*Jim Munter, Manager
Environmental Services Division
Paug-Vik Development Corporation
1600 A Street, Suite 306
Anchorage, Alaska 99501
907-258-1345
www.pdcnaknek.com*

Paug-Vik Development Corporation (PDC) provides comprehensive environmental services for remediation and rural construction projects. PDC obtains environmental clearances for private homes, utility systems, roads, docks, and other structures. The company's engineers and environmental staff have extensive experience working with state and federal permitting agencies. Bartz Englishhoe has worked with PDC in acquiring a Corps of Engineers wetlands permit, wetlands mapping report, coastal zone review and a storm water pollution prevention plan.

Professional Affiliations

- 1975-07 Bachelor of Science, Montana State University, 1975, MSU Alumni Association, 1984-2007.
- 1984-89 Executive Board Committee, Alaska Native Foundation, Anchorage, Alaska
- 1985-87 Anchorage Native Advisory Council, Tony Knowles, Mayor, Municipality of Anchorage.
- 1984-87 State Appointee, Alaska Land Use Council Advisors Committee.
- 1991-07 Life Member, Veterans of Foreign Wars of the United States, Post 10041, Bethel, Alaska.

¹ A web version of this statement and other sample documents may be downloaded from www.englishoe.com. The sample documents were drafted for past clients, but have been rewritten for the imaginary village of Norton, Alaska. The samples refer to the Norton Corporation (NC), Norton Tribal Council (NTC), City of Norton (City) and Norton East Borough (NEB), Norton Regional Corporation (NRC), Norton Housing Authority (NHA), Norton Regional Native Association (NRNA) and Norton Construction Company (NCC), which are all fictional organizations.

Publications

State of Qualifications BE&A Publications from 1980 - 2006

November 2006 *Recommendations for Supplement Funding under the Perryville Road Project.*

"The Tribe may ask that the contractual dispute be settled under Section 110 of Public Law 93-638 if the Regional BIA office does not approve supplement funding or indicates there is no other funding sources available."

This report was produced for the Native Village of Perryville (NVP) and gives a history of road construction transactions between the Tribe and the Bureau of Indian Affairs (BIA). The document discusses BIA/NVP negotiations, road contract provisions, final Indian Reservation Roads program requirements and supplement funding requests. Conclusions and recommendations were given.

October 2003 *Chart Detailing Land and Housing Ownership Transactions for all Lots and Tracts in Point Lay, Alaska.*

"BLM withdrew 2.7 acres for a BIA school, which was owned by Alaska Native Service. The school reserve was surveyed as Lot 3, USS 5251 (3.98 acres) and the corporation top filed on 12-3-74 and received ownership under IC 56, 6-3-77."

This chart shows the ownership status for all parcels within the village, which include federal, private, church, borough, BIA, school district, tribal and Native corporation lands. The report addresses transactions such as realignment of rights-of-way, inadequate legal descriptions, faulty recording procedures and delinquent property taxes. This chart was given to multiple agencies that were dealing with housing and ANCSA 14(c)(3) issues within the community.

November 2002 *Draft Final Municipal Land Settlement Agreement Under Section 14(c)(3) of the Alaska Native Claims Settlement Act for Point Lay, Alaska.*

"Easement for Watershed. The parties understand and agree that the NSB reserves the right to acquire a one hundred (100') linear foot grant of easement for a water-shed adjacent to and surrounding Water Lake, Sec. 31, T 85 N, R 40 W, UM"

This agreement was revised many times after receiving public comments and meeting with corporation, tribal, borough and state officials. The settlement addresses corrective title action, memorandums of agreement, legal descriptions of surveyed and unsurveyed lands, grants of easement, quitclaim and warranty deeds, disclaimers of interest and dedications for public use.

June 2002 *Point Lay Housing Report.*

"The village of Point Lay relocated from Kasegaluk Spit in 1974 to a river delta island at the mouth of the Kokolik River. The village's 15 homes were again moved to the current village in the 1980's."

This report details the ownership status for 34 homes and lots within the village. The document includes a history of Point Lay relocation projects and BIA housing programs. The report contains 35 recommendations and outlines procedures for transferring land title to homeowners, churches, North Slope Borough and the local tribal government.

January 2001 Report on the Transfer of U.S. Air Force Lands within U.S. Survey 5251, Point Lay, Alaska to the Cully Corporation.

"It was concluded that Senator Ted Stevens would support legislation if all parties agreed to the proposed land transfer. It was pointed out that special legislation would benefit the community and speed up the process for runway improvements."

This report details a chronological history of land transactions related to the Point Lay Airport and contains interagency recommendations. Sixteen individuals from numerous agencies participated in meetings related to the transfer of USAF land to the local village corporation. The corporation used the document as the basis from which to ask Alaska's Congressional delegation for assistance in acquiring title to the USAF Point Lay Long Range Radar site.

February 2000 Report on Point Lay Post Office, Postal Contract - 020312-89.

"The most glaring aspect related to the postal contract is the fact the corporation has lost...money"

BE&A was asked to draft a report documenting legal obligations under a postal contract. This report involved site control, cost analysis of postal operations and procedures for acquiring title to a lot owned by NSB. The existing post office was in an old BIA house and required agency involvement.

June 1998 Report on the Transfer of Land¹ for a Foster Care Facility.

"The land shall revert to the grantor in the event the property conveyed by this deed is not used solely as the site for a daycare center."

This report addresses how an individual, who received land from her village corporation, could transfer the parcel to a local tribe for a daycare facility. The study addressed inadequate legal descriptions, tax foreclosures and land transfer options. ¹ The individual's name was removed from the report title.

February 1997 Report on oil and gas within the National Petroleum Reserve of Alaska as related to surface and subsurface rights in the vicinity of Atqasuk, Alaska.

"the BIA published a proposed decision listing Atqasuk and Nuiqsut as eligible villages under ANCSA. The Navy filed a protest to the BIA on October 26, 1973."

This report covers the history of the NPR-A, village corporation surface rights, subsurface issues related to Artic Slope Regional Corporation and user agreements. Recommendations were given concerning seismic testing on Atqasuk lands.

July 1994 Conceptual Design Study Report for Flood Damage Reduction at Fort Yukon.

"Providing protection to Fort Yukon is essential. To complete the construction phase this summer, it is recommended that a 'Force Account' method be used to complete the levee project... the City may contribute its share of project costs by constructing the levee using city owned equipment and by employing local workers."

This report was funded under a 404 Mitigation Grant by the Federal Emergency Management Agency. BE&A was assisted by Mike Horne, R.L.S. of Sentec, Inc. The report evaluated possible mitigation measures and determined the most cost effective means of proving flood control for the community. A chart documents major flooding occurrences in Fort Yukon, which Mr. Englishoe personally experienced during the flood of 1982. Over 70 local residents attended flood control meeting.

March 1994 Native Village of Eklutna Land Use and Access Plan for Lands Located within the Eklutna Flats.

"Initiate land exchange negotiations with the state after ownership and access issues are resolved."

This plan provides a detailed history of transactions relating to a parcel of land owned by the tribe. The purpose of the report was to address ownership and road access issues that were impeding the development of tribal property. The report dealt with the purchase of rights-of-way, property taxes, fair market appraisals and Municipal of Anchorage zoning codes. Seven land use recommendations were given on how to initiate a land exchange with the state.

March 1993 General Outline View of a Shareholder Homesite Land Distribution Program.

"Land not developed under ANILCA Section 904, which amended ANCSA 21(j), is exempt from real property taxes for a period of 20 years from the date which the corporation received title to land to be subdivided."

This outline was presented at the 1993 *Statewide Annual Alaska Native Claims Settlement Act 14(c) Seminar* sponsored by the Alaska Native Foundation and the Alaska Department of Community and Regional Affairs. Mr. Englishoe's presentation to village delegates covered land ownership, ANCSA Section 21(j) provisions, shareholder and corporation tax liabilities, adverse possession, distribution of corporate assets and restrictive covenants. Subdivision platting regulations, right-of-purchase options, land protections and subdivision design standards were also covered.

April 1993 Comprehensive Land Use and Development Plan for the City of Bethel's Tidelands.

"This plan was designed to be a decision-making tool for use by the City of Bethel and its residents in managing lands created by the construction of the Bethel Seawall."

Land use, economic development and public access issues were addressed. The report contains recommendations relating to amending the city's land use ordinances, updating land use maps, relocating floating docks for public safety purposes and negotiating a long-term lease with the state for reclaimed tidelands. The plan also presented information on recognizing riparian rights and homeowner subleases.

April 1993 Atqasuk Corporation Shareholder Homesite Distribution Program, Shareholder Packet, April 27, 1993.

"One subdivision lot was distributed to each original Atqasuk shareholder or to heirs. For instance, if a deceased stockholder's shares were transferred equally to four (4) heirs, each individual would receive twenty-five (25) per cent ownership in the distributed homesite."

This packet outlines procedures that were used to distribute shareholder homesites. The report discusses the use of a random homesite lottery to ensure that parcels were distributed on an equal basis. Exchange agreements were attached that allowed original shareholders to exchange lots among themselves before deeds were issued. Restrictive covenants were enclosed that gives the corporation a "Right-of-First-Refusal", which gives Atqasuk the first option to purchase a homesite on the same terms as a third party.

February 1993 Housing Needs, Shareholder Homesite Program, Land Status and Land Use Recommendations Report for Atqasuk, Alaska.

"The 1992 Atqasuk Shareholder Homesite and Housing Needs Questionnaire revealed that forty-four (44%) percent of individuals considered their homes too small for the size of their family."

This report was development for the Atqasuk Corporation for use by the City of Atqasuk and the North Slope Borough Housing Department in developing a Demonstration Homes Program (DHP). One of the main purposes of the study was to ensure homesites distributed to shareholders complied with DHP requirements. The plan covered land ownership transactions, restrictive covenants, subdivision development standards and zoning recommendations.

September 1992 Native Village of Dot Lake Land Use Plan.

"Dot Lake Village Council is responsible for the welfare of all present and future tribal members. Without a land base, we cannot accomplish this goal."

B&B Environmental, Inc. and BE&A assisted the tribe by establishing recommendations for preserving tribal lands and resources for all generations. Land use maps were used to identify areas for subsistence, village expansion, economic development and public use.

February 1991 Environmental Assessment for the Construction of Roads within Mary Jackson Subdivision, Klawock, AK, BIA Project No. 10(1).

"It is safe to state that minimal short or long term environmental impacts will result from the construction of roads within Mary Jackson Subdivision. It can be concluded that no practical alternative is available other than using forested wetlands for the construction of roads."

The BIA contact for this assessment was Arron Weston, P.E., Highway Engineer. BE&A worked with the Alaska Departments of Transportation and Public Facilities, Natural Resources, Environmental Conservation, Fish and Game and Office of Governmental Coordination. Federal agencies involved in the project were the BIA, Forest Service, Army Corps of Engineers, Environmental Protection Agency, Coast Guard, Fish and Wildlife and National Marine Fisheries. Mr. Englishoe helped determine whether subdivision streams were anadromous, which require the use of special fish pass culverts. The assessment confirmed that proposed roads complied with the *1984 Klawock Coastal Management Plan*.

February 1990 Elephant Lake Cultural Theme Park Marketing & Visitor Study.

This plan outlines BIA funding opportunities such as the Indian Business Development Program, Indian Revolving Loan Program and Loan Guaranty Fund.

The Canelos Group and BE&A developed this plan to provide the Salamatof Tribal Council (STC) with marketing information to assist in the development of a commercial resort on tribal property near Kenai, Alaska. The study summarized grant funding opportunities, emphasized the significance of tribal enrollment and stressed the importance of establishing a high quality cultural program. BE&A recommended that the STC sponsor tribal internships with the management of the Native American owned Kah-Nee-Ta Resort in Oregon.

January 1990 Example Administration for Native Americans Grant Application Outline for the Transfer of Village Corporation Land to a Tribal Government.

"Describe the first village contract with white settlers. Grant reviewers might be surprised by the brief amount of time that Alaska Natives have been in contact with western culture."

This outline summarizes steps for an ANA grant application for transferring village corporate lands to a tribal government. Issues discussed were:

- shareholder approval of a land transfer
- possible affects of the proposed "1991" amendments
- land protections under tribal government jurisdiction
- land transfer options within 1987 ANCSA amendments

Additional topics were stockholder quorum requirements, resolutions of support and legal requirements.

May 1987 Summary of Issues Related to the Transfer of ANCSA Corporation Land to a Tribal Government

"Self-determination can only occur if tribal governments exercise their authority in a progressive step by step process that shows Alaska Natives are serious about their land and jurisdictional powers."

This report was prepared for the Central Council of Tlingit and Haida Indian Tribes of Alaska. The document covered "1991" legislation, transfer procedures, corporate concerns and tribal government issues. Other topics were tribal land use ordinances, selection of lands, jurisdictional powers and effects of ANCSA on Alaska Natives. Secretary of Interior trust powers was also covered.

April 1982 Testimony of Bartz Englishoe Before the Subcommittee on Public Lands and National Parks of the Committee on Interior and Insular Affairs of the United States House of Representatives on the Implementation of the Alaska National Interest Lands Conservation Act.

"Please, take what I say and use your knowledge in a way that will encourage government agencies to fulfill their obligations under ANILCA and most of all their obligations to Native people."

Bartz Englishoe gave testimony before the Subcommittee on subsistence, the International Porcupine Caribou Treaty, Native Allotments and local hire provisions under Section 1308 of ANILCA. Mr. Englishoe worked with Alaska's Congressional delegation on promoting amendments to ANILCA.

February 1980 The Yukon Flats - Beaver, Birch Creek, Chalkyitsik, Circle, Fort Yukon and Venetie

"The first white man to reach the Yukon Flats was John Bell of the Hudson's Bay Company, traveling from the Mackenzie River in 1845."

This report gave a history of the Yukon Flats and documented educational, subsistence, geology and petroleum potential in the region. The study detailed many aspects of living in the flats.

Enclosures

**Norton Corporation
Preliminary Decision by the 14(c) Committee**

Name of Applicant: Jimmy Nicolai (Deceased) and joint-applicants: Peter Nicolai, Hannah Boatwright and Mary Nicolai.

Location, Site 1: A subsistence campsite (Site #1) located on the Northern bank of the Caribou River, Section 34, Township 29 South, Range 18 East, Fairbanks Meridian. See diagram of site on attached "Exhibit A".

Review of Evidence Related to the Application:

This is a written report by the Norton Corporation 14(c) Committee on the ANCSA 14(c)(1) application of Jimmy Nicolai, % Peter Nicolai, P.O. Box 123, Norton, Alaska 12345. The application and other evidence were reviewed on December 1, 2000 and a determination was made according to provisions within the *Norton Corporation Procedures Manual for ANCSA Section 14(c)(1) and (2) Reconveyances*, which was adopted on April 11, 1999. The 14(c) Committee reviewed the application for compliance with occupancy requirements within Sections A(2) and A(3) of the Norton 14(c) policy, which states:

Section A(2)

"Date and Period of Possession. A tract of land claimed under ANCSA 14(c)(1) or (2) must have been, on and before December 18, 1971, in the actual and exclusive possession of the person making the claim. Such possession must have been regular and continuous, including regular seasonal use for traditional purposes, for each type of claim described within this section for the period before December 18, 1971, subject to the recognized exceptions for non-use, which are stated in Paragraph 9. Any land use which commenced after December 18, 1971 shall not be the basis for any valid claim under this policy."

Section A(3)

"Subsistence Campsite. An applicant must show that each of the following facts was true as of December 18, 1971, to be eligible for an ANCSA 14(c)(1) land conveyance under subsistence campsite guidelines detailed below:

- (a) the applicant possessed and actually occupied the claimed tract of land on a regular basis, including regular seasonal use, as a campsite and base for engaging in subsistence activities during the year ending December 18, 1971 and during at least one additional prior year;
- (b) the applicant has claimed only the land actually and reasonably used as a campsite and base of operations and has not included any adjacent or nearby lands which may have been used for subsistence related activities such as gardening, fishing, hunting, trapping, berry picking, wood gathering and other activities associated with a traditional subsistence way of life;
- (c) the applicant maintained, occupied and claimed to own a man-made structure located on the claimed tract and the structures and other evidence of occupancy on the property are consistent with the use of the land as a subsistence campsite;
- (d) the applicant has traditionally engaged in subsistence activities and was engaged in such activities on a yearly or seasonal basis during the year ending December 18, 1971."

The 14(c) Committee examined the following written evidence during the review process before an initial determination was made on the application:

- The March 1, 2000, ANCSA 14(c)(1) application for the late Mr. Nicolai and two (2) hand drawn sketches of subsistence campsites. The first campsite (Site #1) is located on the Northern bank of the Caribou River. The second campsite (Site #2) is located on Beaver Slough. The 14(c) Committee reviewed evidence relating to the Caribou River campsite.
- Information contained within the August 20, 2000, *14(c)(1) Field Inspection Report for the Caribou River Subsistence (Site #1)* relating to discussions with Mr. Nicolai, Peter Nicolai, Hannah Boatwright and Mary Nicolai (attached). During the interview, the late Mr. Nicolai indicated that as many as twenty (20) families had gardens located along Caribou River.
- The *Norton Elder Views Report on Traditional Land Use*, which contains historical and land use information provided by Norton elders on March 31, 2000 (attached).

Finding of Facts:

During the review process the 14(c) Committee determined the following findings of fact:

1. The Caribou River area was once used extensively for traditional subsistence campsites, however, the Norton community stopped using the area in the late 1960's.
2. The evidence presented by the applicant does not establish that the site was in his exclusive possession and being used on a regular and continuous basis, including regular seasonal use for traditional purposes, as of December 18, 1971.
3. Neither the applicant nor any predecessor in interest maintained, occupied, or claimed to own a man-made structure located on the garden campsite.

Preliminary Decision by the 14(c) Committee:

The 14(c) Committee concludes that the applicant or predecessors did not satisfy the requirements of ANCSA 14(c)(1) and Sections B(1) and B(4) of the Norton 14(c)(1) policy. Accordingly, the 14(c) Committee recommends that Norton Corporation Board of Directors deny the application.

The recommendation to deny the claim was made by a majority vote after the 14(c) Committee determined there was sufficient information and evidence provided to reach a valid decision on the application.

Additional Policy Considerations:

1. The 14(c) Committee concluded that many individuals did not apply for subsistence camp sites after reading the Norton 14(c)(1) policy and realizing the Caribou River area had to have been used on a regular basis in 1971.
2. It was concluded that if the 14(c) Committee approved traditional subsistence claims that were not specifically being used in 1971, it would be unfair to individuals who did not submit a 14(c)(1) application because of the 1971 occupancy date. It was determined that a uniform procedure was necessary and the 14(c) Committee must follow the Norton 14(c)(1) policy and make a recommendation to deny all applications where individuals were not occupying the land in 1971.
3. Although the 14(c) Committee sympathizes with applicants claiming land they may have traditionally used in the past, it was determined that historical use of land was only protected under the Norton 14(c) policy if an area was specifically used as of December 18, 1971.

Request for a Reconsideration Hearing:

A joint-applicant may request a reconsideration hearing before the 14(c) Committee if there is disagree with the preliminary decision. Additional written information or evidence may also be submitted without requesting a reconsideration hearing. The attached *Request for a Reconsideration Hearing before the 14(c) Committee* form must be used to request a reconsideration hearing or to submit new evidence. The form must be executed before a notary public or postmaster and be received by the Norton Corporation within sixty (60) days from the date a representative signs the return receipt for the registered mail enclosing this decision.

If a request for a hearing is made within the sixty (60) day period, the 14(c) Committee will conduct a hearing within ninety (90) days of receiving the request. If a hearing is requested, a representative must be present. Failure to attend the hearing will result in denial of reconsideration. The representative may testify, call witnesses and present evidence at the hearing in support of the claim. The 14(c) Committee may request additional information during the hearing. A final written decision will be issued within ninety (90) days of the reconsideration hearing or from the date additional evidence requested by the 14(c) Committee is received by the corporation.

The preliminary decision is final if a request for a hearing or additional written evidence is not received within the required sixty (60) day period.

Attached is a copy of the *Norton Corporation Procedures Manual for ANCSA Section 14(c)(1) and (2) Reconveyances*. Procedures relating to the reconsideration hearing process are detailed on Pages 9 through 11 of the policy.

Walter Frankland, Chairman
14(c) Committee

Date

List of Issues Facing the Village of Norton

This document outlines issues that were discussed during a village meeting held on May 1, 2000, in Norton, Alaska that was facilitated by Bartz Englishhoe. The meeting was advertised to promote full participation of tribal members, shareholders, elders and youth. Meeting participants were encouraged to bring up any issue and were told that all suggestions were welcome. All ideas were written down using large notepaper taped to walls for easy viewing. Suggestions from all participants were visible for discussion. Related topics were grouped together under this document.

What Does the Norton Tribal Council Office Require?

- Full time tribal administrator and half-time assistant.
- Funds to administer the tribal office.
- Office supplies, typewriter, fax machine, printer, copier and computer equipment.

Council and Tribal Member Training Opportunities

- Training for tribal staff in office procedures.
- Grant writing workshop.
- Instruction in *Robert's Rules of Order*.
- How to run effective council and community meetings.
- What steps need to be taken to ensure the council is prepared for meetings.
- Drug and alcohol abuse, prevention and treatment workshop. Review of state and federal laws related to the control of drug and alcohol consumption.
- Tribal court training.
- Legal procedures required to incorporate as an IRA tribal government. Study of rights and powers of an IRA. What advantages does an IRA constitution give a village?

Needs of Norton Youth

- More games are needed in the community hall.
- Expand the community library with an emphasis on cultural, tribal and Indian history.
- Chaperone program for student trips.
- Establish a local basketball program.
- Continue and enhance the present Norton Village dance group.
- Create a Native youth language program.

Youth Summer and Winter Camps

- Establish summer and winter camps for Norton youth.
- Camps could be used to teach subsistence and survival skills such as gathering and preservation of traditional foods, recognition of poisonous plants, hunter safety, emergency shelter construction and fire making. Other related skills that could be taught are travel preparation (survival gear), snowmachine safety, weather forecasting, ice fishing, snaring and the use of compasses and maps.
- Camps could be used to share oral history, legends, Native traditions and values.
- Camps would be valuable in providing recreational opportunities such as skiing, hiking, swimming and camping.
- Training in sled building, skin sewing, tanning, carving and snowshoe making.

- A summer camp could be used to teach students how to catch, preserve, smoke, dry and can salmon. Students could be taught how to built and operate a fishwheel. Set netting is another option. Fish could be given to elders.
- Students and tribal members could build the summer and winter camps out of local logs. The construction of cabins and caches would teach valuable skills. Harvesting timber and carpentry are important skills to learn.
- The corporation and tribal government could work together to build and operate youth camps. The camps could be rented by others groups.

Student Education Needs

- Student leadership training.
- Medical emergency training.
- Joint elder and youth programs - Elders have a lot of knowledge and vision to share.
- Cultural programs to continue Native traditions and language.
- Suicide prevention training.
- Drug and alcohol abuse and prevention programs.
- Study of land/resource management so youth may protect and wisely use Native land.
- Computer skills training suitable for today's job market.
- Academic tutoring program for Norton students.
- Sponsor student trips to Native dance presentations, job career forums, AFN youth convention and community events. The council needs a van or bus.
- Help students establish a local newsletter, which will help improve their writing skills.

Public Service Needs

- Upgrade the community water storage tank. Norton needs a sanitary supply of drinking water.
- The community needs emergency and multi-use vehicles.
- The village needs police protection. Police officers could be either a VPSO type of policeman or a tribal law enforcement officer under the jurisdiction of the tribal government.
- Machine parts and money to maintain the community grader.
- Community truck for hauling garbage, logs, firewood and gravel.
- Use the community hall to show movies.
- Upgrade the building where the health clinic is located. The building needs a new hot water tank and utilities are too expensive for the community to maintain.
- The community requires a laundromat with showers, washers and dryers.
- New houses for the community. Existing homes need foundation repairs, new windows and casings, insulation, heating systems and exterior repairs. The community also needs land for new homes. Carpentry tools such as heavy duty jacks and chain saws are required.
- Community roads need to be widened and graveled.
- The community should look into surplus equipment from BIA, USGS and Alyeska. The community needs suburbans, a dump truck, loader, sawmill, office equipment, tools and lumber.
- Norton needs better access to state and federal services. Community members have a hard time getting copies of birth certificates, BIA enrollment forms, driver licenses and state ID's.
- More direct funding to the village council, where it will do more good. Money is being siphoned off before it reaches the village.
- Assistance helping tribal members gain title to Native Allotments.

Elder Programs

- The present hot meal program operated by Norton Regional Native Association (NRNA) is not adequate and the food is bad and watery.
- NTC should apply for funding and operate the hot meal program locally. The tribe has the community hall, a kitchen, cooks and students to help. Students could be taught to cook and serve meals. If the council operates the meal program, meals could be served daily.
- There needs to be a program to help elders fill out documents such as Native Allotment affidavits, tax forms, wills, Alaska Permanent Fund applications and longevity program questionnaires.
- Elders need assistance in taking care of their homes. A homemaker program could be established.

Norton Regional Native Association

- NRNA is giving better service now than in the past, but things can still improve.
- NRNA should hold more meetings in Norton. People need to know what programs NRNA administers. NRNA should provide more grant writing assistance to the village. The council needs to administer its own programs.
- NRNA needs to improve health clinic services.
- NTC should not automatically approve resolutions giving NRNA authority to administer programs for Norton. For example, Norton signed a resolution supporting NRNA's transportation program and the village never received any benefits from the program.

Preliminary Goals

Community Governance Goals

- Look into the benefits of seeking IRA status for Norton.
- Establish a local tribal court system through the present council or an IRA government.
- Improve the tribal enrollment system by computerizing tribal membership.
- Establish partnerships between the Norton Corporation and the tribal council to enhance the social and economic development opportunities for Norton.
- Improve the day-to-day administration of the tribal office by establishing training and education programs for council and tribal members.
- Solicit funding, technical assistance and support from other organizations and individuals in establishing a solid foundation from which the council can protect member rights and provide social and economic services to its members.

Human Resource Development Goals

- Provide better training and educational opportunities for tribal members.
- Improve the management skills of NTC staff and council members.
- Educate tribal members of their rights as Native people under state and federal laws.

Community Service Goals

- Improve the local transportation system for Norton.
- Find ways to upgrade the road system for Norton and outlying areas.
- Work with the state and federal government to improve the sewer and water system in Norton.

- Establish a long-term agricultural program for the village.
- Promote better health care for tribal members by improving health clinic services.
- Work with the state to ensure Norton receives capital improvement funding each year.

Economic Development Goals

- Finance a profitable laundromat business for the community.
- Develop a community based entrepreneur training program for tribal youth in business education, employment skills, internships and how to establish and operate a business.
- Investigate possible commercial ventures that will be profitable and use local human and natural resources.
- Work with Bartz Englishoe and Associates to implement an overall economic development plan for the community.

Follow Up

During a second community meeting all topics within this document were discussed. After a full review of issues, meeting participants volunteered for discussion teams. Each team selected a topic area and prioritized goals, established objectives and generated action items. A full meeting was reconvened after each team had completed its work. The community approved final goals and objectives. Tasks were assigned to individuals and organizations. Timelines were established to complete assignments.

Norton Corporation Strategic Plan - Adopted April 17, 2002

This is a simplified and reduced-in-size sample of a village corporation strategic plan

Introduction

The Norton Corporation (NC) Board of Directors met on February 12, 2002, to develop a strategic plan. The purpose of the meeting was to focus beyond immediate concerns of the corporation and emphasize where NC and Norton Construction Company (NCC) would be in five years.

The board and staff worked with Bartz Englishhoe and Associates. Mr. Englishhoe facilitated the meeting. The first day was spent brainstorming NC and NCC strengths, weaknesses, threats and opportunities. The board also worked on vision, mission and value statements. The second day was spent working on goals, objectives and action items for the corporation and NCC.

Vision Statement

Be an Alaska Native village corporation that is a standard for success by using strict financial control. Dedication to making a difference in our shareholder lives.

Mission Statement

NC is dedicated to providing continued growth and profits through a diversified field of professional services. The corporation will continue teamwork and professionalism while respecting our Native values.

Values Statement

The NC and its subsidiaries will conduct all business activities by following Native values:

- Respect for tribe and elders
- Cultural pride
- Respect for nature, animals and land
- Preserving our lands for future generations.
- Passing down spirituality and respect to our children

It is believed that the NC can be a growth-oriented company while respecting Native values. Professional and Native values are compatible.

Strengths

The board discussed internal strengths for both NC and NCC. It was pointed out that it is sometimes easier to focus on problems than on achievements. Strengths were viewed as assets that could be enhanced and used as the basis from which to continue success.

Norton Corporation Strengths

- Active and united Board of Directors
- Good shareholder newsletter

- Comprehensive employee health benefits
 - Promotes long-term employment
- Good office procedures and recorder keeping
 - Land records are accurate
 - Filing system is kept up to date
- Strong ethical board and well trained staff
- Shareholder participation
 - Good voting record, respectable quorums
- Management reporting has improved
 - Board has the information needed to make knowledge decisions
- Financial stability has improved
 - Board knows where the money is (good accounting)
- Good working relationships with:
 - Norton Tribal Council (NTC)
 - Norton East Borough (NEB)
 - Norton Regional Corporation (NRC)
 - Regional village corporations
- NC is seen by others as having credibility
- Shareholder scholarships are providing opportunities
 - Support for future employees and leaders
 - Community proud of student accomplishments

Norton Construction Company Strengths

- NCC is prepared to do business
 - Has bonding and commercial liability insurance
 - Minority bidding preferences
 - NEB Bidders Preference
- Norton is strategically placed for potential work
 - Mining cleanup project
 - New inter-village roads project
 - Possible staging area for oil and gas development
- NCC has Small Business Administration (SBA) Section 8(a) program status

Weaknesses

It was decided that almost all weaknesses were opportunities to be taken advantage of. Weaknesses were viewed as assets that only needed to be corrected or improved. The following weaknesses were identified.

Norton Corporation Weaknesses

- Need to enroll shareholder descendents
 - Youth involvement will produce leaders and provide ownership in the corporation
- Lack of shareholder homesites

- Remoteness of the village can be problematic
 - Lack of roads to remote areas around village
 - Airport needs to be extended
- Lack of jobs in village
 - Need to encourage training and higher education
- Drug and Alcohol problems
 - Employee attendance
 - Need to take advantage of UA testing at village clinic
- Lack of supervision over employee vacations
- Employee violations are not formally documented
- No housing/camp for outside workers - NEB, state and federal employees
 - Federal projects have been cancelled due to the lack of lodging
- Lack of shareholder dividends
- Not taking advantage of wildlife viewing opportunities
- Cost of utilities (\$5.15 per gallon for diesel) effects business operations

Norton Construction Company Weaknesses

- Remoteness of the village can be problematic
 - High transportation costs for construction material
 - Severe weather conditions
 - Special construction techniques are required that add costs to projects
 - Short construction season
 - Hard on equipment
- Missed opportunities by NCC
 - Lack of skilled construction workers
 - Employee time not being fully utilized, too much slack time
 - Lack of partnership and joint venture agreements
- NCC has to compete against NRC and its subsidiaries
- Competition from other village corporations
- Construction equipment is being vandalized

Threats to NC and NCC

It was determined that the villages that are the best prepared to confront threats will be least affected by economic peril facing the NEB. The community needs to work together to take advantage of opportunities.

- Dwindling revenues from Borough for construction projects and public services
- US military operations in Iraq are taking money from Alaska projects
 - Environmental restoration project being postponed in village
- Increased SBA 8(a) business competition from other villages
- What will happen when big projects are completed?

NC and NCC Opportunities

- Work with tribe, NEB and other organizations to obtain grants and contracts for:
 - New housing
 - Upgrading wind power generation system
 - Environmental cleanup
 - Scientific and research studies
 - Transportation projects
 - New community Center
 - FAA airport improvements
 - Purchase of heavy equipment building
- NEB privatization of Borough public services
 - Airport and road maintenance-FAA equipment grant
 - Operating water and sewer system
 - Residential fuel delivery services
- SBA 8(a) business joint ventures - think globally
- Balance development with environmental, social, cultural and subsistence concerns
- Participate in the future gas line project
 - What does NC need to do to prepare?
 - Shareholder hire and training
 - Development alliances on projects
- Managing lands and resources
 - Access and surface use agreements
 - Complete ANCSA land selection process - review lands for oil and gas potential
 - Permitting - guiding, sight seeing, research, gravel
 - Tourism
 - Develop gravel sites, purchase rock crusher
- Approve shareholder homesite program
 - Work with NEB on road and utilities for homesite subdivision
 - Develop remote homesites
 - Lots can be used as collateral for bank financing
- Work with tribe, NEB and other organizations to encourage education
 - Assist with job training and internships
 - Scholarships - include descendents
- Pay dividends, which will require NC to:
 - Be consistently profitable
 - Establish a dividend distribution policy
- Prepare corporation to take advantage of opportunities

NC Corporation Strategic Plan - Goals, Objectives, Action Items and Assigned Tasks

Goal A: Find ways that the Board of Directors can support management and staff in implementing goals, objectives and actions.			
Objective 1	Tasks	Assigned	Due
Distribute questionnaire to document shareholder views on NC, NCC and the community.	<ul style="list-style-type: none"> a. Research what type of questionnaire will best determine shareholder opinions, concerns and positive views of NC, NCC and community. b. Prepare questionnaire for board approval. Example questions could relate to: <ul style="list-style-type: none"> 1. NC and NCC. 2. Local hire, training, higher education and employee relations. 3. Community priorities. 4. Views on enrolling descendants c. Advertise and distribute questionnaire (prizes for returning survey). d. Resend questionnaires to shareholders that did not respond the first time. Advertise first round of prize winners. e. Analyze results f. Draft report with recommendations on issues discussed within questionnaire. g. Approve report, assign tasks and schedule completion dates. 		
Objective 2	Tasks	Assigned	Due
Use newsletters to keep shareholders inform	<ul style="list-style-type: none"> a. Draft format for all future newsletters, determine distribution dates (quarterly?) b. Each newsletter should strive to recognize elders, acknowledge students, highlight business successes and provide articles on Point Lay history. The next newsletter should introduce management and staff. c. Look into finding printing company that will mail newsletters. d. Include a one page questionnaire in each newsletter to solicit shareholder views. Survey can be used as a basis from which to draft more complete questionnaires. e. Encourage shareholder to take advantage of training and higher education opportunities. f. Sponsor student picture drawing, photography and art contests. Showcase winners and include photographs of the winning entries. 		
Objective 3	Tasks	Assigned	Due
Letter from the Board to the NTC stating that NC wants to collaborate with the tribe on issues of important.	<ul style="list-style-type: none"> a. Draft letter to the NTC outlining the board's willingness to work with the tribe on projects important to the community. Schedule a joint meeting. The meeting can be planned to coincide with other meetings. b. Continue sharing information with NTC. 		
Objective 4	Tasks	Assigned	Due
Provide additional training for management, staff and the board.	<ul style="list-style-type: none"> a. Identify training and seminar opportunities for management, staff and the board. b. Find training that will help NC take advantage of local, regional, state and national opportunities. 		

NC Corporation Strategic Plan - Goals, Objectives, Action Items and Assigned Tasks

Goal B: Work with NEB, NTC, NHA, and state and federal agencies to acquire new housing and funding to renovate current homes.			
Objective 1	Tasks	Assigned	Due
Obtain and review past housing information. If current information is inadequate, produce and distribute new housing questionnaire.	<ul style="list-style-type: none"> a. Contact North East Borough (NEB), NTC and Norton Housing Authority (NHA) and obtain past surveys and other information related to housing needs. b. Draft report with recommendations on current housing needs. Look at housing for the following: Senior, multi-family, single-family, singles, low income and rental apartments. c. Look into grants, housing assistance and loans for housing. Contact HUD, USDA-Rural Development, Department of Office of Native American Programs, Alaska Housing Finance Corporation and BIA Housing Improvement Program about the housing shortage in Norton and the need to renovate current homes. d. Work with NTC and jointly contact agencies in writing, by email and phone about housing for the village. Schedule meetings with key agency personnel. e. Investigate the possibility of establishing a Community Housing Development Organization in order to gain access to HUD funding for the village. f. Work with NTC to identify land for housing units. g. Work to expand Norton economy so that local residents make enough money to build their own homes. 		
Objective 2	Tasks	Assigned	Due
Construct a multi-family complex in Norton.	<ul style="list-style-type: none"> a. Contact Native owned companies that build prefabricated homes and multi-family units. Discuss the possibility of joint venturing with the company to build houses in other villages. Keep accurate record of costs so that NC may approach the NEB about building prefabricated homes in Borough villages b. Secure a governmental supported loan for either NC or NTC to construct a 4, 6, or 8 plex. Ensure design is energy efficient. c. Submit land use permit to NEB for construction of housing adjacent to water and sewer. d. Work with NTC to establish a procedure for collecting rent, which has been a problem in the past. 		
Goal C: Have a successful and profitable SBA 8(a) business services company that takes advantage of regional, state and national opportunities.			
Objective 1	Tasks	Assigned	Due
Establish a SBA 8(a) services company.	<ul style="list-style-type: none"> a. Analyze other Native corporation SBA 8(a) companies that would potentially compete with NC. Research the possibility of providing defense, high-tech, aerospace, prison operations, oil and gas, information technology, telecommunications, environmental cleanup and facility maintenance services. b. Meet with other ANCSA village corporation presidents and CEO's that have SBA 8(a) companies. Learn everything. Find out the pros and cons of a SBA 8(a) services company. c. Determine the right business for NC. Thoroughly research this field of expertise for success and failures. Determine if NC has what it takes. Analyze startup costs and expenses for one year of operation at a minimum. Develop a business plan. Submit SBA 8(a) application or purchase an existing 8(a) firm. d. Hire an experienced executive already familiar with government contracting in the service field selected by NC. Corporation may want to hire the executive first and then apply for 8(a) status using the individual's 		

NC Corporation Strategic Plan - Goals, Objectives, Action Items and Assigned Tasks

	<p>expertise. The hired executive could conduct research and develop a business plan.</p> <ul style="list-style-type: none"> e. Analyze grants and loans for financing a new company. f. Advertise - continually put the word out about the services company. g. Be selective, but join and become active in trade organizations and groups that target minority business. Many trade organizations sponsor beneficial seminars. h. Continually monitor company for strengths, weaknesses and opportunities. i. Investigate mentoring programs, partnerships and joint ventures. j. Arrange meeting with the CEO of Seattle Hospital Services, which has shown interest in working with NC. k. Establish a limited liability corporation (LLC) and have the LLC apply for 8(a) status l. Contact Whales Environmental Services about purchasing the company since the firm has not acquired any work from federal government set-asides for minority businesses. m. Suggested tasks for a new services company: <ul style="list-style-type: none"> 1. Acquire Data Universal Numbering System (DUNS) number from Dunn & Bradstreet. 2. Register with the Central Contractor Registry (CCR). The CCR website provides links to business opportunities such as the Department of Defense. 3. Register with the Procurement Network for subcontract opportunities. 4. Enroll with Alaska Department of Administration, Division of General Services bidders' list. 5. Register with the NEB for bidder preferences for minority, Native organizations and local businesses. 6. Check to see if company can benefit from Section 7(b) of the Indian Self Determination and Education Act for Native owned companies. 7. Obtain a business license from the City of Whales, where a lot of construction work is scheduled. 8. Work with small and disadvantaged business utilization specialists (SADBUS) within government contracting offices. 9. Get on the bidder's list for prime contractors. 10. Attend construction training and minority business workshops. 11. Establish ways to address alcohol and drug use. 12. Become familiar with the special language of procurement. If a person does not know the terminology, it can be fatal to a bid proposal. 13. Look into acquiring construction and office equipment from the General Accounting Service, BIA and NEB. Each agency surpluses equipment. 14. Acquiring bonding and commercial general liability insurance. n. Look into opportunities related to incineration, which the NEB plans to use in the future. o. Create strategic alliances with other villages or companies conducting oil and gas related work. A new company needs its presence known. Most successful companies started small and learn from working with established firms. 		
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**Draft Final Municipal Land Settlement Agreement
Section 14(c)(3) of the Alaska Native Claims
Settlement Act for Norton, Alaska**

Norton Corporation
P.O. Box 9876
Norton, Alaska 12345

Norton Tribal Council
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Norton, Alaska 12345

Norton East Borough
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***Note:** Initial drafts of this document will contain footnotes explaining sections of this agreement. The footnotes will be deleted in the final approved agreement. This agreement has been formatted to comply with new margin and font requirements of the State of Alaska Records Office.*

This Norton Municipal Lands Settlement Agreement, by and between Norton Corporation (NC and Corporation), the Norton Tribal Council (NTC and Tribe) and the Norton East Borough (NEB and Borough), is entered into on this ___ day of _____, 2003, at Norton, Alaska, Norton Recording District, Third Judicial District, State of Alaska.

WHEREAS, Norton Corporation is the village corporation organized pursuant to Section 8 of the Alaska Native Claims Settlement Act (ANCSA), 43 USC Sections 1601-1628, for the Native village of Norton, and

WHEREAS, the State of Alaska approved the NTC as the Appropriate Village Entity (AVE) for the Native village of Norton, and

WHEREAS, the NEB is a Alaska municipal government and is the home-rule Borough where the NC and NTC are located, and

WHEREAS, the United States government has patented 70,617¹ acres to NC pursuant to ANCSA Section 12(a) and 12(b), and

WHEREAS, ANCSA Section 14(c)(3), as amended, requires NC to reconvey certain lands conveyed to the Corporation under ANCSA to a city government located within Norton, for public purposes, and

WHEREAS, the Native village of Norton does not have a city government, and

WHEREAS, if a village does not have a city government, a village corporation such as NC must reconvey lands under ANCSA Section 14(c)(3) to the State of Alaska Municipal Lands Trustee (MLT)² Program to be held in trust, and

WHEREAS, the NEB provides all public goods and services to the Native village of Norton, and

WHEREAS, the State of Alaska may interpose a non-objection to a village corporation reconveying lands to a local Borough for public use if the reconveyance is approved by the AVE or by a village meeting, and

WHEREAS, the State of Alaska has already approved, by affidavit, of NC making reconveyances to the NEB under 14(c)(3), and

WHEREAS, all past ANCSA Section 14(c)(3) reconveyances by NC have been made to the NEB and were approved during community meetings, and

WHEREAS, NC has already reconveyed 63.87 acres to the NEB under ANCSA Section 14(c)(3), and

WHEREAS, ANCSA Section 14(c)(3), as amended, is subject to varying and conflicting interpretations regarding the identity and amount of lands to be reconveyed, thus creating potential disputes between the parties involved, and

WHEREAS, the residents of Norton, NEB and shareholders of the corporation will benefit by a reasonable and prompt resolution of all past, present and future ANCSA 14(c)(3) reconveyances, and

WHEREAS, the NC Board of Directors passed Resolution 01-16³ on August 6, 1991, which recognized the Corporation's ANCSA 14(c)(3) obligations and established the scope and purposes for such reconveyances.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the Norton Corporation, Norton Tribal Council and the Norton East Borough do hereby agree as follows:

1. Purpose. The purpose of this agreement is to resolve any and all claims that the Corporation, NTC and NEB may have to acquire lands from one another under provisions of ANCSA 14(c)(3). This agreement embodies the full and complete settlement of all past, present and future claims and all litigation and causes of action that may arise under ANCSA among the parties to this agreement.

2. Waiver of Claims by the NEB. The NEB concedes and agrees its ANCSA 14(c)(3) entitlements are fully satisfied by previous conveyances made to the Borough by NC and those made and agreed to be made under this agreement. The NEB concedes and agrees that it has no further right or entitlement to conveyances of land from the Corporation pursuant to ANCSA 14(c)(3), as amended, except as provided for under this agreement.

3. Credit for Prior Conveyances made by the Corporation. The parties agree that the Corporation is entitled to a credit of 63.87 acres for prior conveyances made for public purposes to the NEB under ANCSA 14(c)(3).⁴

4. Surveyed Lands to be Conveyed to the NEB under 14(c)(3). The parties agree that the Corporation and the NTC⁵ shall convey and quitclaim to the NEB the following surveyed lands:

Surveyed Lands to be Conveyed to the NEB under 14(c)(3)

Description	Purpose	Sq. Ft.
Tract 2, Plat 84-7	This tract will be used for erosion control. Four (4) lots will be excluded from the conveyance as outlined on the June 1, 1989, Shareholder Homesite Subdivision Map.	610,766
Tract 6, Plat 84-7	This parcel is the location of the public boat harbor.	165,866
Tract 7, Plat 87-9	This parcel is the location of the public sewage lagoon.	786,000
Tract 9, Plat 87-9	This parcel is the location of the public landfill.	765,654
Lot 4, Block 10, Plat 92-18	Norton East Housing Authority ⁶ (NEHA) House 876 ⁷ is located on this lot.	14,612
Lot 8, Block 10, Plat 92-18	NEHA House 435 ⁸ is located on this lot.	12,450
Lot 6, Block 10, Plat 92-18	NEHA House 876 ⁹ is located on this lot.	12,450
Lot 7, Block 10, Plat 92-18	NEHA House 597 ¹⁰ is located on this lot.	12,450
Lot 8, Block 1, Plat 84-7	NEB rental unit 326 is located on this lot.	15,423
Lot 9, Block 8, Plat 84-7	NEB rental unit 149 is located on this lot.	12,989
Total Square Feet to be conveyed to NEB		2,765,899
Total Acres to be conveyed to NEB		76.87

5. Unsurveyed Lands to be Conveyed to the NEB under 14(c)(3). The parties agree that the Corporation and the NTC shall convey and quitclaim the following unsurveyed lands to the NEB:

Unsurveyed Lands to be Conveyed to the NEB under 14(c)(3)

Description	Purpose	Acres
Unsurveyed	A parcel for future public use within the proposed NC shareholder homesite subdivision to be located adjacent to and north of Norton ¹¹	5.00
Unsurveyed	An existing cemetery, which is located adjacent to and east of Lakeman Road ¹² .	2.00
Unsurveyed	Lands for future public use facilities to be located at the easterly of the proposed landfill road. ¹³	14.00
Unsurveyed	Lands for a future boat dock and staging area located on the Norton River. The dock would be located at the end of a road running through a proposed shareholder homesite subdivision.	5.00
Unsurveyed	Lands for the public operation of the Norton Airport. ¹⁴	255.00
Total Acres to be conveyed to NEB		305.00

6. Reissuing Corrective Deeds to the NEB under 14(c)(3). The parties agree that the Corporation and the NTC shall reconvey and quitclaim to the NEB the following surveyed lands:¹⁵

Reissuing Corrective Deeds to the NEB under 14(c)(3).

Description	Purpose	Sq. Ft.
Lot 3, Block 8, Plat 90-3 ¹⁶	The NEB/USS building (# 323) is located on this lot.	98,867
Lot 6B, Block 11, Plat 90-3 ¹⁷	The NEB Fire station (#1343) is located on this lot.	45,987
Lot 8A, Block 11, Plat 92-3 ¹⁸	The NEB electrical shop (#433) is located on this lot.	18,756
Lot 8A, Block 11, Plat 92-3 ¹⁹	The NEB water plant (# 333), NEB library (# 476) and NEB full shops# 234 are located on this lot.	54,733
Lot 2D, Block 11, Plat 92-3 ²⁰	The NEB storage facility (# 136) is located on this lot.	45,768
Lot 3, Block 11, Plat 92-3 ²¹	A NEB fuel tank is located on this lot.	46,886
Tract 3-B, as shown on plat ²²	Armory Building is located on this parcel.	387,987
	Total Square Feet to be Conveyed to NEB	698,984
	Total Acres to be Conveyed to NEB	13.08

The Corporation acknowledges Tract 3, Plat 90-6, was deeded to the NEB on February 12, 1989, under 14(c)(3)²³. The Corporation also acknowledges that the NEB resurveyed Tract 3, Plat 84-7, into Tract 3-A, Plat 90-6, which incorporated Lot 9 Block 8, Plat 84-7. The Corporation concedes that even though the Corporation never deeded Lot 9, Block 8, Plat 84-7, to the NEB, the Borough will gain title to Lot 9, Block 8, Plat 84-7, when Tract 3A, Plat 90-6, is platted and recorded as Tract 7-F, as shown on an approved preliminary plat.

The Corporation and the NTC acknowledge that when the Corporation and Tribe issue deeds for Tract 3-C, as shown on an approved preliminary plat, that all "first option to buy" or other rights to lands within Tract 3, Plat 84-7 are relinquished.

7. Deeds²⁴ to be issued to the NTC that are not related to 14(c)(3). The parties understand and agree that the Corporation and the NEB shall convey and quitclaim the following lot to the NTC:

Quitclaim Deed to be Conveyed to the NTC that is Not Related to 14(c)(3)

Legal Description	Purpose	Acres
Lot 8D-3, Block 8, Plat 97-16	The Resource Center (Building 334) is located on this lot and is used for public purposes ²⁵ .	8,878
	Total Square Feet to be Conveyed to NTC	8,878
	Total Acres to be Conveyed to NTC	0.20

The parties understand and agree that the Corporation and the NEB shall convey and quitclaim the following lots to the NTC after the tribe pays the Corporation a transfer fee of \$1,200 per lot for a total of \$3,600.²⁶

Quitclaim Deeds to be Conveyed to the NTC after Transfer Fees are Paid

Legal Description	Purpose	Acres
Lot 1, Block 13, Plat 92-18	An old Army house (#903) and old DWA wooden trailer (#903) are located on this lot.	17,477
Lot 1, Block 13, Plat 92-18	DWA trailers #928 and #929 are located on this lot.	15,888
Lot 2, Block 13, Plat 92-18	DWA trailer #921 is located on this lot.	14,723
	Total Square Feet to be Conveyed to NEB	48,088
	Total Acres to be Conveyed to NEB	1.10

The parties understand and agree that the Corporation shall convey and quitclaim the following surveyed lands to the NTC:

Bartz Englishhoe
 Box 104513
 Anchorage, AK 99510
 907-338-7768
 bartz@englishoe.com
 www.englishoe.com

Quitclaim Deed to be Conveyed to the NTC that is Not Related to 14(c)(3)

Legal Description	Purpose	Acres
Lot 4F-1, Block 3, Plat 97-16	The Utility Facility is located on this lot. ²⁷	3,094
Total Square Feet to be Conveyed to NTC		3,094
Total acres to be Conveyed to NTC		0.13

8. Lands to be conveyed to the Corporation not related to 14(c)(3). The parties understand and agree that that the NEB and NTC shall convey and quitclaim the following lot to the Corporation:

Quitclaim Deeds to be Conveyed to the Corporation that is Not Related to 14(c)(3)

Legal Description	Purpose	Acres
Lot 4, Block 8, Plat 92-3 ²⁸	This lot will be used by the NC for industrial purposes	35,598
Total Square Feet to be Conveyed to the NC		35,598
Total acres to be Conveyed to the NC		0.82

9. NEB Purchase of NC Lands not related to 14(c)(3). The parties understand and agree that the NEB shall purchase the following parcels from NC at the current fair market value of \$1.00 per square foot:

NC Lots to be Purchased by the NEB

Legal Description	Purpose	Acres
Lot 8, Block 1, Plat 84-7 ²⁹	Vacant lot to be used for public housing.	23,036
Lot 8, Block 1, Plat 84-7 ³⁰	Vacant lot to be used for public housing.	23,036
Lot 8, Block 10, Plat 92-18	NEHA House 802 ³¹ is located on this lot.	16,876
Lot 73, Block 12, Plat 92-18 ³²	NEB rental unit 737 is located on this lot.	14,890
Lot 14, Block 10, Plat 92-18 ³³	NEB rental unit 741 is located on this lot.	14,436
Total Square Feet to be Purchased from NC		92,274
Total Purchase Cost at \$1.23 Per Square Feet		\$123,742

The parties understand and agree that the NTC shall convey and quitclaim the above five (5) lots to NC before the NEB purchases the parcels from the Corporation.

10. NEB Property Tax Refunds to NC that are not related to 14(c)(3). The parties understand and agree that the NEB shall refund property taxes plus interest to NC for the following properties:

NEB Property Tax Refunds to NC that are not related to 14(c)(3)

Legal Description	Purpose	Totals
Lot 5, Block 8, Plat 84-7	NC paid \$2,318.30 in property taxes ³⁴ for a NEB building located on this lot.	2,318.30
Lot 8, Block 14, Plat 84-7	NC paid \$9,003.92 in property taxes ³⁵ for a NEB building located this lot.	9,003.92
Tract 9B, Plat 975.9	NC paid \$8,640.64 in property taxes ³⁶ for the NEB fuel farm located this lot.	8,640.64
Total Property Taxes Paid by NC		\$19,962.86

11. Easement for Watershed. The parties understand and agree that the NEB reserves the right to acquire a one hundred (100') linear foot grant of easement adjacent to and surrounding Water Lake located in Sections 23, Township 24 North, Range 34 West, Fairbanks, Alaska, for a watershed easement.

12. Wind Control Fence Easement. The parties understand and agree that the NEB reserves the right to acquire a grant of easement for construction and maintenance of wind control fencing and accumulation of drifting snow over undeveloped lands owned by NC. The parties agree that the Borough shall purchase all necessary easements for \$600 an acre.

13. Dedicated for Public Purposes. The parties understand and agree that the following are decided for public use:

Rights-of-Ways Dedicated for Public Purposes

Legal Description	Purpose
Plat 84-7	Jamestown – road right-of-way
Plat 84-7	Yakana Avenue – road right-of-way
Plat 84-7	Ruruk Avenue – road right-of-way
Plat 84-7	Chiqnat Avenue – road right-of-way
Plat 84-7	Viqai Avenue – road right-of-way
Plat 84-7	Uhasagvia Avenue – road right-of-way
Plat 84-7	Likasigalik Street – road right-of-way
Plat 84-7	Yualukravuq Street – road right-of-way
Plat 84-7	Nniagviktuttun Street – road right-of-way
Plat 87-9	Lake Font Road – road right-of-way
Plat 89-17	Tikoko Road – road right-of-way
Plat 89-17	River Lake Road – road right-of-way
Plat 96-13	Srikcik Avenue – road right-of-way
Plat 97-7	Uhagsikali Avenue – road right-of-way

14. Disclaimer of Interest and Waiver of Future Claims. Upon full performance of this agreement, NC shall be deemed to have conveyed ____ acres³⁷ of land in full fulfillment of its obligations under ANCSA Section 14(c)(3). The NEB and NTC hereby disclaims any interest under ANCSA 14(c)(3) in or to any and all remaining parcels of land which are now owned by NC or which may in the future be conveyed to the Corporation pursuant to its rights under ANCSA or other acts of law.

13. Legal Descriptions. The parties understand and agree that certain descriptions as provided are, in part, done by protraction and thus carry a margin of error as to the areas actually conveyed.

16. Conveyances. The parties understand and agree that all conveyances to be made under this agreement shall be by quitclaim deed and shall be subject to:

- a. survey of unsurveyed lands to be conveyed;
- b. all restrictions, reservations and limitations contained within conveyances from the United States to NC;
- c. all provisions of this agreement.

The parties shall make such conveyances under this agreement within one hundred twenty (120) days for lands already surveyed and one hundred eighty (180) days from the date of a recorded plat for lands requiring survey. Provided, however, no conveyances shall be required to be issued if there is any pending litigation which involves land to be conveyed. Conveyances are subject to any required approvals by the governing parties and it is acknowledged such approval may take longer than expected.

17. Construction. Construction and enforcement of this agreement shall be controlled by the laws of the State of Alaska and by specifically applicable federal law. The prevailing party in any litigation to interpret or enforce this agreement shall be entitled to recover its full actual attorney's fees and costs, except to the extent such actual fees may be determined to have been unreasonable.

18. Land for Public Use Only. All prior land conveyances and parcels to be conveyed under this agreement to the NTC and NEB are to be used for public use only. No commercial use shall be permitted.

Bartz Englishhoe
 Box 104513
 Anchorage, AK 99510
 907-338-7768
 bartz@englishhoe.com
 www.englishhoe.com

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

Norton Corporation

James Kijia, President

Date: _____

Native Village of Norton

Wilbert Tiqashook, Mayor

Date: _____

Norton East Borough

Simon J. Nahagaska, Mayor

Date: _____

STATE OF ALASKA)
 :
THIRD JUDICIAL DISTRICT)

This certifies that on this __ day of _____, 2003, the undersigned Notary Public in and for the State of Alaska, personally appeared James Kijia, to me known and known to be the President of the Norton Corporation and acknowledged to me that he executed this document freely and voluntarily for the purposes therein mentioned.

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

Bartz Englishoe
Box 104513
Anchorage, AK 99510
907-338-7768
bartz@englishoe.com
www.englishoe.com

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

This certifies that on this ___ day of _____, 2003, the undersigned Notary Public in and for the State of Alaska, personally appeared Wilbert Tiqashook, to me known and known to be the Mayor of the Native Village of Norton and acknowledged to me that he executed this document freely and voluntarily for the purposes therein mentioned.

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

Notary Public in and for Alaska

My Commission Expires: _____

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

This certifies that on this ___ day of _____, 2003, the undersigned Notary Public in and for the State of Alaska, personally appeared Simon J. Nahagaska, to me known and known to be the Mayor of the North East Borough and that he executed this document freely and voluntarily for the purposes therein mentioned.

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

Notary Public in and for Alaska

My Commission Expires: _____

Bartz Englishhoe
Box 104513
Anchorage, AK 99510
907-338-7768
bartz@englishhoe.com
www.englishhoe.com

Norton Recording District
Please Return Document to:

Norton Corporation
Box 9876
Norton, AK 12345

-
- ¹ BLM Patent #30-89-1234 conveyed 68,610 acres to NC on 7-7-89.
 - ² James Woods, Natural Resources Officer, Municipal Lands Trustee Program, Municipal and Regional Assistance Division, Alaska Department of Community and Economic Development, 330 W. 0th Avenue, Suite 600, Anchorage, AK 99201, 900-203-4348.
 - ³ NC Resolution 01-16 (attached) details policies to guide the corporation in fulfilling its 14(c)(3) obligations.
 - ⁴ Attached is the 9-12-01, *Chart Detailing ANCSA 14(c)(3) Lands Conveyed by the Norton Corporation to the Norton East Borough*.
 - ⁵ Village corporations located within the Borough have conveyed numerous parcels of land to the NEB under ANCSA 14(c)(3) for public purposes. At the same time city municipalities were required by the NEB to deed the same parcels to the Borough. The city deeds documented city support for village corporation 14(c)(3) conveyances to the NEB. The deeds also verified that a City was legally giving up any right to a parcel of land under 14(c)(3). Although the NTC is not a city and is not entitled to land under 14(c)(3), the NEB has in the past requested the Tribe to deed the same parcels to the Borough that NC was conveying to the NEB under 14(c)(3). This 14(c)(3) agreement requires that the NTC convey by deed the same parcels of land that NC is conveying to the NEB.
 - ⁶ A 12-24-01, letter (attached) from NC to the NEB outlines recommendations concerning which lots the corporation was willing to reconvey under 14(c)(3) and which parcels the Borough were to purchase. The letter discusses adverse possession and when the homes were constructed on NC land.
 - ⁷ NEHA needs to take corrective title action to show House 856 located on Lot 1, Block 17, Plat 92-12, does not belong to Jimmy Kagashkook and Kimberly Parker. Jimmy Kagashkook and Kimberly Parker are purchasing and have always lived in House 766 located on Lot 8, Block 17, Plat 92-12. Hank Ghaffer, Jr. and Darlene Nicoliar were purchasing House 856, but NEB records incorrectly showed the house being purchased as House 766, which is located on Lot 8, Block 17. Ownership discrepancies between House 856 (Lot 1, Block 17) and House 766 (Lot 8, Block 17) need to be corrected.
 - ⁸ NEHA needs to take corrective title action to show Lot 2, Block 17, Plat 92-12, (House 665) is occupied and being purchased by Carl Kapatak. Current recorded documents show Mr. Kapatak is purchasing House 777 located on Lot 8, Block 17, Plat 92-12. Recorded documents show Pete Cameron was purchasing House 665 and then relinquished Lot 2, Block 17, Plat 92-12 to NEHA. Ownership discrepancies between House 665 (Lot 2, Block 17) and House 777 (Lot 8, Block 17) need to be corrected.
 - ⁹ Recorded documents show Jayleen Husah was purchasing House 634 and then relinquished Lot 3, Block 17, Plat 86-17, to NEHA.
 - ¹⁰ Recorded documents show Pete Cameron was purchasing House 665 located on Lot 2, Block 17, Plat 92-12. Mr. Cameron then relinquished House 665 back to NEHA. Mr. Cameron, however, was purchasing House 777 and Lot 8, Block 17, Plat 92-12. NEHA needs to take corrective title action to show that Carl Kapatak lives in and is purchasing House 665 on Lot 2, Block 17, Plat 92-12, and does not live in or is purchasing House 777 located on Lot 8, Block 5, Plat 98-17.
 - ¹¹ The parcel is within the proposed shareholder homesite subdivision is approximately 285' x 200' x 233' x 160' or about One (1) acre. A typical one (1) acre site is approximately 208' x 208' square. A map of proposed 6-4-01 homesites map is attached.
 - ¹² The proposed 3-acre recreational site is located adjacent to and east of Atadasa Road, which was surveyed as part of Plat 85-14. A typical 3-acre site is approximately 300' x 300' square.
 - ¹³ The proposed NEB 19 acre public facility site would be located adjacent to or at the end of the proposed IRR landfill road. The site could house Borough facilities needed to support landfill operations, road and utility maintenance, oil mining support services and search and rescue maneuvers. A typical 10-acre site is approximately 660' x 660' square.
 - ¹⁴ The NEB has recently negotiated a ten (10) year lease with the Army for operation of the Norton Airport. The Borough requires a long-term 35 year lease to secure funding (\$79,586,977) from the Federation Aviation Administration (FAA) to extend the runway and apron. Although a long-term lease will secure funding from FAA, the agency prefers that the NEB own the lands needed for operation of the airport. If NC ever receives title to ARMY lands in NC then this provision guarantees that the NEB will eventually receive fee simple title to airport land.
 - ¹⁵ NC is reissuing corrective deeds for these seven (7) lots since the parcels are resubdivisions of prior conveyances to the NEB under 14(c)(3). Reissuing new deeds will ensure the NEB has clear title to property.
 - ¹⁶ NC will be issuing a deed to the NEB for Lot 8, Blk 3, Plat 85-3, since it's a resubdivision of Tract 9, Plat 81-9, which was conveyed to the Borough under 14(c)(3) on 8-24-81 (B45/P423).
 - ¹⁷ The corporation deeded Lot 6G, Block 8, Plat 85-3, to the NEB under 14(c)(3) on 1-18-89 (B30/P334-44). Lot 8J, Block 8, Plat 85-3 (NEB Office) and 5F, Block 8, Plat 85-3 (Equipment Center), incorporated Lot 6G, Block 8, Plat 85-3. NC, NEB and NTC signed a 1-18-89 Memorandum of Agreement stating the Corporation agrees to lease Lot 6G Block 8, Plat 85-3, to the NEB and the Borough agrees to lease the lot to the NTC. NC's issuing of a deed for Lot 8J, Block 8, Plat 85-3, will ensure the Borough has a clean chain of title to the Equipment Center. NC's deed for Lot 8J, Block 8, Plat 85-3, needs to reference recorded pages Book 30/Pages 123-134, which is mandatory under new August 23, 1992, State of Alaska recording requirements (attached). The NTC will also need to deed Lot 8J, Block 8, Plat 85-3, to the NEB to ensure the Borough has clear title for a public facility.

¹⁸ NC conveyed Lot 3, Block 3, Plat 81-9, (Storage facility) to the NEB under 14(c)(3) on 16-13-85 (B30/P608). On 3-6-91, the Borough enlarged Lot 3 into Lot 7E, Block 3, Plat 90-1. Lot 7E incorporated a portion of Lot 2, Block 3, Plat 81-9, which was owned by NC. The corporation never formally authorized a portion of Lot 3 to be incorporated into Lot 7E. By executing this agreement the Corporation concedes that even though NC never deeded a portion of Lot 9, Block 6, Plat 81-9, to the NEB, the Borough will gain title to the portion of Lot 2 that was incorporated into Lot 0E, Block 3, Plat 90-1.

¹⁹ Lot 4S, Block 3, Plat 90-1, incorporated several lots and a tract that were previously conveyed to the NEB under 14(c)(3).

²⁰ NC will be issuing a new deed to the NEB for Lot 5H, Block 3, Plat 90-1, which incorporated Lot 5F, Block 3, Plat 85-3, and a portion of Tract 9, Plat 81-9. NC conveyed all that portion of Lot 5F, Block 3, Plat 85-3, formally identified as Lot 8J, Block 3, Plat 85-3, to the NEB under 14(c)(3) on 16-13-85 (B30/P509) and Tract 9, Plat 81-9, (B45/P639) was conveyed to the Borough under 14(c)(3) on 3-24-81.

²¹ Lot 8, Block 3, Plat 90-1, incorporated a portion of Tract 9, Plat 81-9, which NC quitclaimed (B45/P423) to the NEB under 14(c)(3) on 3-13-81. NC and the NTC are scheduled to issue deeds to the NEB for Lot 8, Block 3, Plat 90-1, within the attached draft December 1, 2001, *NC and Native Village of Norton Land Settlement Agreement for Norton, Alaska*. The history of Lot 9, Block 3, Plat 90-1, is covered in detail within the December 1, 2001, land settlement agreement. If the December 1, agreement between NC and NTC is approved, then the reference to Lot 8, Block 3, Plat 90-1, will be deleted from this 14(c)(3) settlement agreement.

²² **NC and NTC Deeds to the NEB for Tract 3-E, as Shown on a Preliminary Plat**

NC conveyed Tract 9, Plat 81-9, to the NEB under 14(c)(3) on 3-13-81 (B45/P423). Tract 9, Plat 81-9, was resubdivided into Tract 4J, Plat 85-3. Tract 4J, Plat 85-3, has been resurveyed by HUGH, Incorporated, under authority of the NEB and expanded into Tract 3-E on a preliminary plat, which was approved by NC Resolution 2001-16 on February 19, 2001. NC Resolution 81-01 (B45/P777) authorized the corporation to transfer Tract 9, Plat 81-9, to the NEB under 14(c)(3). The resolution states that "The NC Corporation shall have the first option to buy, should the Norton East Borough wants to sell the tract." On 12-1-90, the NTC passed Resolution 90-16, which states that on 3-13-81 the NEB agreed to take any steps necessary to reconvey to NC or the NTC portions of Tract 9 that are not needed by the Borough. The only way to ensure the NEB gains clear title to the original Tract 9, Plat 81-9, and its resubdivisions such as Tract 3-E, is for NC and the NTC to give up any future conveyance or purchase rights to Tract 9, Plat 81-9, within deeds to the NEB for Tract 3-E, as shown an approved preliminary plat. NC's deed will need to refer to NC's deed for Tract 9 (B45/P423) and NC Resolution 81-01 (B45/P316). The NTC will need to adopt a resolution that rescinds Resolution 90-16, and authorizes conveyance of Tract 3-E to the NEB.

NC Deed to the NEB for Lots 4J and 0E, as Shown on a Preliminary Plat

Lot 8J and Lot 7E, Block 8, and Tract 3-E, as shown on a preliminary plat and approved by NC Resolution 2001-101 on 5-16-01, is a resubdivision of Lots 4 and 5, Block 8, Plat 81-9, and Tract 4J, Plat 85-3. The NEB purchased portions of Lot 8 (Road easement next to the school, B958/P234-44) and Lot 5 (USDD Building, B08/P356-89), Block 8, Plat 81-9, in 1992. NC wishes to reissue a corrective deed for the easement purchased by the NEB within Lots 4, Block 3, Plat 81-9, and replatted into Tract 6-E. NC will also reissue a new deed for the NEB Building area within Lots 8, Block 1, Plat 81-4, and replatted into Lot 6E, as shown on a approved preliminary plat. The approved preliminary plat, however, cannot be formally recorded until all NEB taxes due on properties contained on the plat are paid in full. NC owns property taxes on the NC Office and Lot 2, Block 8, Plat 81-9. The attached September 31, 2001, draft *Land Settlement Agreement for Lot 8J, Block 16, Plat 89-3, New NC Townsite, NC, Alaska* contains a section addressing the payment of delinquent taxes due on Lot 5, Block 5, Plat 81-9. If the September 13 and settlement agreement for Lot 8B, Block 16, Plat 85-3, is approved and the NEB agrees to deduct the \$23,456.85 from taxes owed on the store and Lot 6, Block 1, Plat 85-9, then NC will issue new deeds to the NEB for Tract 4-H and Lot 1E, Block 3, after preliminary plat is recorded.

²³ Tract 9, Plat 81-9 was deeded to the NEB under 14(c)(3) on 3-13-81 (B44/P000).

²⁴ Deeds being reissued under this section will use the lasted recorded plat numbers and refer to past discrepancies within recorded documents to clarify land ownership title in NC.

²⁵ The corporation deeded Lot 6G, Block 8, Plat 85-3 (B30/P345-49) on 1-18-89 and Tract 4, Plat 81-9 (B45/P860) on 8-11-81 to the NEB under 14(c)(3). Lot 5H-8, Block 8, Plat 90-09 incorporated portions of both parcels. NC's 1-18-89 deed to the NEB for Lot 6G, Block 8, Plat 85-3, contains language indicating the 14(c)(3) conveyance was subject to the NEB, NC and NTC signing a "Memorandum of Agreement" (MOA) which addresses the disposition of Lot H Block 8, as described in unrecorded preliminary plat. NC Resolution 89-01 approved the conveyance of Lot 6G, Block 8, Plat 85-3, to the NEB under 14(c)(3) on 1-18-89 and contained the following requirements: 1.) the NEB would reconvey its interest in Lot 7R Block 16, as described on a preliminary plat to NC; 2.) NC would lease Lot 4R, Block 16, to the NEB for 20 years; 3.) the NEB would sublease the community Center on Lot 5R to the NTC or NC for public use. A 1-12-69, MOA (B30/P589) between NC, NTC and NEB also discusses leasing options for this parcel. NC and NEB conveyances of Lot 8H8 Block 2, Plat 90-09, to the NTC will fulfill the intent of NC's quitclaim deed, NC Resolution 89-01 and the 1-18-89 MOA. The deeds will need to refer to recorded documents B30/P323-344.

²⁶ **NC Deeds to the NTC for Lots 1, 2 and 3, Plat 92-12**

NC Resolution 2001-19 (5-20-01) approved land conveyances recommended within the board approved February 19, 2001, *Norton Housing Report* (attached). The report recommends NC transfer Lots 1, 2 and 3, Block 14, Plat 92-19, to the NTC for a transfer fee of \$1,000 per lot.

NEB Corrective Deeds to the NTC for Lots 2, 3 and 3, Plat 92-12

The NEB also needs to reconvey Lots 2, 3 and 3, Block 16, Plat 92-12, to the tribe since the NTC conveyed Lot 2, 3, 3, 6 and 16, Block 17, Plat 81-18, (B03/P343) to the NEB on 3-16-95. NTC Resolution 92-06, (5-12-92) authorized the conveyance of Lots 1, 2, 3, 4 and 16, Block 18, Plat 80-9, to the NEB for construction of housing. NTC Resolution 92-00 (8-16-92) rescinds Resolution 92-06 and conveyed Lots 1, 2, 3, 4 and 3, Block 17, Plat 81-9, (not recorded) to the NEB. Although Resolution 92-06 was rescinded, the NTC deed (3-14-92) for Lots 1, 2, 3, 5 and 10, Block 18, to the NEB was never corrected with the Barrow Recorders Office. The above NTC deed and Resolution 94-00 should have referred to Plat 92-12, not Plat 81-9 or Plat 81-18. The NTC mistakes need to be acknowledged within the Borough deed reconveying Lots 1, 2, 3, Block 13, Plat 90-4 to the Tribe. Although the NTC deed stated Plat 81-18, instead of the correct Plat 92-12, the Borough's "corrective deeds" will address past discrepancies.

- ²⁷ The corporation deeded Lot 6G, Block 8, Plat 85-3, (B49/P14) on 1-18-89 to the NEB under 14(c)(3). Lot 3E-4, Block 8, Plat 90-09, incorporated a portion of Lot 6G, Block 8, Plat 85-3. The NEB deeded Lot 3E-4, Block 8, Plat 90-09, to the NTC on September 9, 1992. NC's conveyance of Lot 3E-4 Block 8, Plat 90-09, to the NTC should fulfill the intent of the 1-18-89 MOA, language within NC's quitclaim deed, NC Resolution 89-21, which are discussed within footnote 28.
- ²⁸ The NEB mentioned during an September 14, 1992, meeting with the NC Board of Directors that the Borough would reconvey Lot 7, Block 3, Plat 90-1, to NC. NC confirmed this within the attached 12-10-92, letter to the Borough.
- ²⁹ The NEB mentioned during an September 14, 1992, meeting with the NC Board of Directors that the Borough housing department would like to purchase vacant Lots 6 and 9, Block 16, Plat 81-9, for housing. NC confirmed the \
- ³⁰ The NEB mentioned during an September 14, 1992, meeting with the NC Board of Directors that the Borough housing department would like to purchase vacant Lots 6 and 9, Block 16, Plat 81-9, for housing. NC confirmed the conversation within a December 10, 1992, letter to the Borough.
- ³¹ NEHA needs to take corrective title action to show House 890 located on Lot 1, Block 17, Plat 92-12, does not belong to Hank Ghaffer, Jr. and Darlene Nicoliar. House 890 is occupied and being purchased by Jimmy and Jesse Kagashkook. Hank Ghaffer, Jr. and Darlene Nicoliar use to live in and seemed to be purchasing House 856, Lot 1, Block 17, Plat 92-12, but NEB records incorrectly showed the house being purchased as House 890 on Lot 38, Block 18.
- ³² NC owns Lot 03, Block 12, Plat 92-12. Even though the tribe did not own this parcel, NTC Resolution 94-16, (May 18, 1992) authorized the conveyance of Lots 8 and 13, Block 13, Plat 85-9, to the NEB for construction of housing. The NTC quitclaimed Lots 8 and 13, Block 13, Plat 81-18?, to the NEB (B03/P008) on 6-13-94. The above NTC deed and Resolution 94-16 should have referred to Plat 92-12, not Plat 81-18.
- Additionally, NTC Resolution 96-18 (10-8-94) authorized the conveyance of Lots 3 and 14, Block 17, Plat 92-13? to the NEB. The resolution states that the NEB-build houses will be sold to local residents and the tribe reserves the first right of refusal for conveyance other than community members of NC. The NTC issued a warranty deed for Lot 03, Block 12, Plat 92-13, on 10-13-94, (B83/P433). The resolution and deed should have referred to Plat 92-12 and not Plat 92-13, which is an Fairbanks subdivision. The NTC will need to convey Lot 03, Block 12, Plat 92-12, to NC to clarify the Corporation's title before NC sells and deeds the parcel to the NEB. The NEB deed to NC will need to refer to B34/P068 and B23/P329.
- ³³ NC owns Lot 14, Blk 13, Plat 92-12. Even though the tribe did not own this parcel, NTC Resolution 94-00, (May 10, 1994) authorized the conveyance of Lots 9 and 16, Block 16, Plat 82-6, to the NEB for construction of housing. The NTC quitclaimed Lots 9 and 16, Block 16, Plat 81-18?, to the NEB (B43/P063) on 6-13-94. The above NTC QCD and Resolution 94-00 should have referred to Plat 92-12, not Plat 81-18.
- Additionally, NTC Resolution 96-10 (12-8-96) authorized the conveyance of Lots 8 and 16, Block 16, Plat 92-16, to the NEB. The resolution states that the NEB-build homes will be sold to local residents and the tribe reserves the first right of refusal for conveyance other than community members of NC. The NTC issued a warranty deed for Lot 13, Block 12, Plat 92-13, on 12-16-96, (B90/P342). The NTC will need to convey Lot 13, Block 16, Plat 92-18, to NC to clarify the Corporation's title before NC sells and deeds the parcel to the NEB. The NEB deed to NC will need to refer to B63/P856 and B90/P334.
- ³⁴ A tax refund of \$2,318.30 (\$681.08 + \$1,643.02) plus interest is due NC for Lot 8, Block 1, Plat 81-9 (NEB Tax ID R-123-221-10). The Corporation paid \$681.08 on 0-31-08 and \$1,643.02 on 8-23-99. NC was taxed for Building 123, which was owned by the NEB and leased to the Norton Telephone Company. The NTC building and lot were deeded to NC on May 4, 2003. NC will be responsible for future property taxes.
- ³⁵ A tax refund of \$9,003.92 (\$990.32 + \$8,013.60) plus interest is due for Lot 23, Block 4, Plat 81-9 (NEB Tax ID R-222-856-08). The Corporation paid \$990.32 on 6-30-90 and \$8,013.60 on 0-31-99. NC was taxed for NEB teacher housing located on this lot before the Corporation sold this parcel to the NEB on 4-23-92.
- ³⁶ A tax refund of \$8,640.64 (\$4,389.06 + \$4,230.90) plus interest is due for Tract 9B, Plat 94-2 (NEB Tax ID R-123-231-14). The Corporation paid \$(4,389.06 on 6-30-90 with check #1234 and \$4,230.90 on 0-31-99 with check #08. NC was taxed for the NEB tank farm located on this tract before NEB purchased the lot from the Corporation on 4-28-89 (B08/P289).
- ³⁷ To be totaled after this 14(c)(3) agreement is approved by all parties.

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