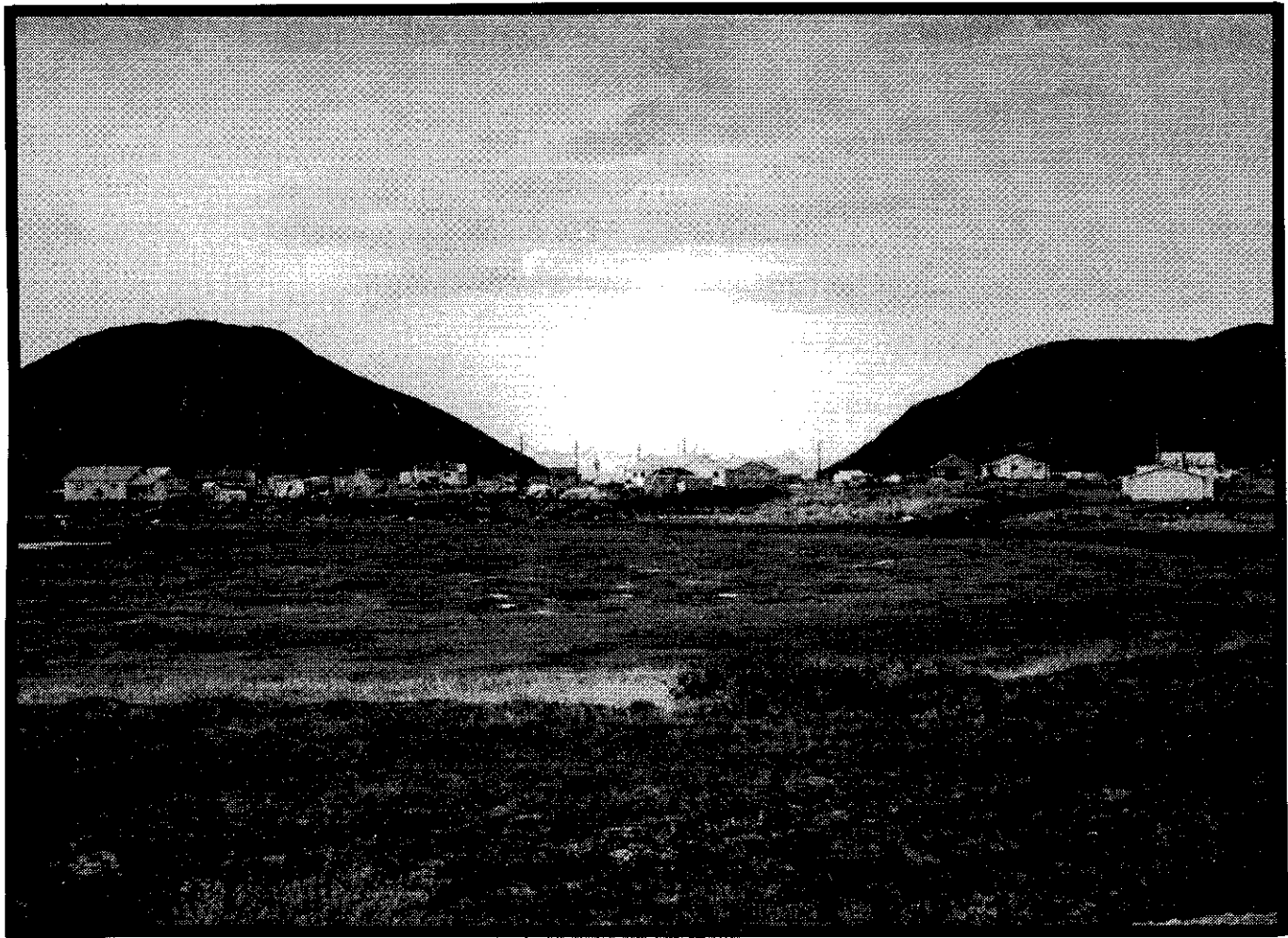


TWIN HILLS

ADVISORY LAND USE PLAN



Division of Community Planning

Department of Community & Regional Affairs

June 1983

TWIN HILLS

ADVISORY LAND USE PLAN

REVIEW DRAFT

This plan has been prepared by the Division of Community Planning with assistance from the residents of Twin Hills. This plan has not yet been approved by the Twin Hills Traditional Council or Twin Hills Village Corporation. Recommendations given within this plan should be considered preliminary.

Credits

This plan was prepared by the Division of Community Planning with assistance from Twin Hills residents.

Author: Dave Tremont

Clerical Support: Mary Ann Rambosek

Cartographics

(Pocket Maps and Cover): Susan Snowbeck

Project Supervision: Sylvia Spearow and Ike Waits

Funded by the Department of Community and Regional Affairs
Division of Community Planning and the Municipal Lands Trustee
Program.

Mark Lewis, Commissioner

Jeff Smith, Director

TWIN HILLS ADVISORY LAND USE PLAN

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I. INTRODUCTION

The purpose of this advisory land use plan is to assist the Village of Twin Hills through the Appropriate Village Entity (AVE) in: (1) planning for future community development; (2) identifying land to satisfy present and foreseeable future community needs; and (3) making decisions regarding which lands to request from the local village corporation for reconveyance through the Alaska Native Claims Settlement Act (ANCSA), Section 14(c)(3).

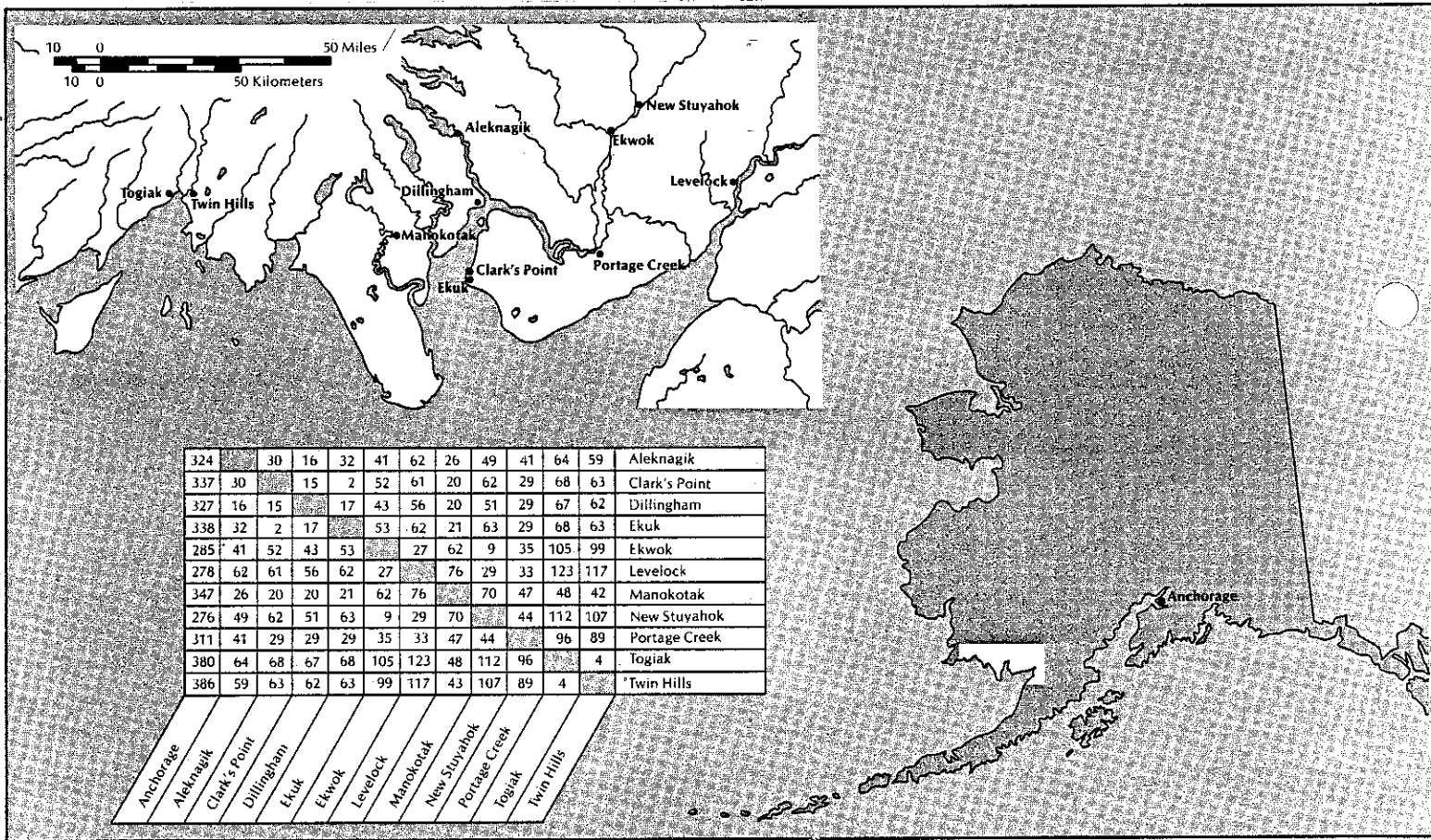
History and Community Setting

Twin Hills, located at the base of two prominent hills and adjacent to the Twin Hills River, was established in 1965 following severe flooding of the Upper Togiak Bay area. The first three or four households moved from Togiak to avoid recurrent flooding. Some of the current residents of Twin Hills also migrated from Quinhagak, a small community on Kuskokwim Bay. The people of Twin Hills have strong cultural ties to the Yukon-Kuskokwim region since many of their ancestors migrated south to the Togiak area following the devastating influenza epidemic of 1918 - 1919.

The community of Twin Hills is located approximately 60 air miles from Dillingham. (See Map I-1.) As there are no roads connecting Twin Hills to surrounding communities, access is provided by airplane or boat. In the winter, snowmobiles are used for overland travel between villages.

MAP I-1

TWIN HILLS LOCATION AND DISTANCES BETWEEN BRISTOL BAY COMMUNITIES



Adapted from Twin Hills Community Profile,
Alaska Department of Community and Regional
Affairs, 1982.

II. POPULATION AND ECONOMY

Existing Population

Since the establishment of Twin Hills in 1965, the 1970 and 1980 U.S. Census counts have indicated a fairly stable population of 67 and 70 residents, respectively.¹ Subcategories of the 1980 Twin Hills population by race, sex and age groups is shown in the Table II - 1 below.

TABLE II - 1

COMPONENTS OF TWIN HILLS POPULATION, 1980

<u>Total</u>	<u>Native</u>	<u>Male</u>	<u>Female</u>	<u>Under 5 yrs</u>	<u>5-17 yrs</u>	<u>18-64 yrs</u>
70	67	34	33	4	20	38
<u>65 and Over</u>	<u>Median Age</u>	<u>Persons/Household</u>				
5	23.8	4.13				

Source: U.S. Bureau of the Census, 1980

Although the total number of residents within Twin Hills has remained fairly constant, variation does occur on a seasonal basis. During the summer months, approximately thirty additional persons in-migrate to the village to participate in commercial fishing and subsistence activities.

Future Population

Based on past population trends and economic growth projections for the area, the Twin Hills population will likely increase at a gradual rate. According to the Bristol Bay Cooperative Management Plan (BBCMP)², the Twin Hills population is projected to increase at an average rate of 1.9% per year, due primarily to spillover population growth from Togiak. Without this spillover growth, the projected growth rate for Twin Hills, based on historical trends, would be estimated at 0.4% per year.³ Using a 1.9% annual growth rate, the population of Twin Hills to year 2000 would result in 103 residents (See Table II-2).

TABLE II-2

PROJECTED TWIN HILLS POPULATION TO YEAR

2,000 BASED ON A 1.9%/YEAR GROWTH RATE

Date	1980	1985	1990	1995	2000
Population	70	77	85	93	103

Source: Adapted from BBCMP, Table III.5, Page III-14

Existing Economy

The cash economy in Twin Hills is based primarily on commercial fishing and employment in public service jobs. Approximately twenty residents earn some level

of income by selling salmon to either the Togiak Fisheries cannery (located south of Twin Hills) or the Kachemak Seafoods cannery (located in Togiak). A few residents are also involved in commercial herring fishing. Public service jobs employ twelve residents either on a full-time seasonal or part-time basis. Employers for public service jobs include: Village of Twin Hills, Southwest Region Schools, U.S. Postal Service, State of Alaska, Bristol Bay Native Association, and Bristol Bay Health Corporation.

In addition to public service or commercial fishing jobs, a number of construction jobs are usually available during the period of August-October for village projects, depending on grant funds received during the year. One such project which has employed from 10-20 workers during three construction seasons is the Cannery Road project. One other supplemental source of income for approximately 10-20 residents is the selling of handicrafts such as grass baskets, skin dolls, mukluks, slippers, and Eskimo yo-yos.

A summary of employment in Twin Hills for 1983 is given in Table II-3 below.

TABLE II-3

EMPLOYMENT IN TWIN HILLS, 1983

<u>Job Category</u>	<u>Number of Jobs</u>	<u>Status/Duration</u>
I. Public Service	6 <u>6</u> 12	full-time, seasonal, part-time, either seasonal or all-year
II. Trade and Private	1 <u>1</u> 2	full-time, seasonal, part-time, all-year
III. Fisheries	15-20	seasonal
IV. Construction	10	contract basis, seasonal
X. Trapping and Cottage Crafts	10-20	seasonal

Source: Village of Twin Hills, 1983

The entire Twin Hills community depends heavily on subsistence activities for various food sources. People range a great distance to obtain subsistence resources and a special relationship of exchange exists between villages for certain items. During the summer months, nearly all residents of Twin Hills participate in fishing activity whether for subsistence or for income. As a result, full-time jobs in the village are actually worked for nine

months. A few part-time jobs such as health aide or postal worker are handled on a year-round basis.

Future Economy

According to projections given within the BBCMP, economic activities in Togiak will have an effect on the economy and population of Twin Hills. The BBCMP estimates that Togiak's strong historical growth pattern*, involvement in an expanding herring fishery, and emerging role of sub-regional center will likely cause some spillover population growth into Twin Hills.⁴ Other regional factors which could affect economic and population growth in the overall Bristol Bay area include: State and municipal land disposals; oil and gas development; mineral development; regional electrification; and bottomfish industry development⁵. Since none of these activities are projected to occur in the immediate vicinity of Twin Hills, they are not likely to have a major effect on the economy of the community. Depending on grant funds received or projects undertaken by the Village Council, construction and maintenance jobs may be available in Twin Hills the future. Projects anticipated by the village council in 1983 include: 1) completion of Cannery Road project; 2) construction of storage/maintenance building; 3) installation of bulk fuel storage tanks; and 4) construction of generator building.

* The Togiak population increased from 220 to 470 residents from 1960 - 1980 (U.S. Bureau of the Census).

III. NATURAL FEATURES AFFECTING DEVELOPMENT

Climate

The village of Twin Hills is located in a climatic transition zone. The primary influence is maritime, however the Arctic climate of Interior Alaska also affects the Bristol Bay coastal region. The area is characterized by cloudy skies, mild temperatures, and moderately heavy precipitation.

Coastal areas such as the location of Twin Hills are often subjected to periods of high winds. These winds, which can average 25 to 35 miles per hour (mph), can continue for days or weeks at a time. Winds of 60 to 70 mph are not uncommon and occur primarily during December through March. Prevailing winds are from the north and north-east from October through March, and from the south and west during April through September. The occurrence of strong crosswinds has prompted the Twin Hills Village Council to propose an airport crosswind runway project as a high priority for State and/or federal funding.

Geology and Soils:

The geology of the Twin Hills area is made up primarily of outwash deposits and moraines from former glacial and river activity in the area. Two hills which rise 291 feet and 427 feet are prominent features of the area.

Soils in the vicinity of Twin Hills are predominantly organics and peat overlying a wet, brown silt. Both are highly frost-susceptible. The village, however, is located on a river gravel deposit in excess of 20 feet thick. There are also scattered lenses and pockets of sand and gravel near the village, occurring as highly modified morainal material and river bar and bank deposits. Flat, low lying areas and small depressions are occupied by highly organic soils of varying thickness. They are always wet, with the water table at or near the surface.

Several potential sources of sand and gravel exist in close proximity to Twin Hills. The largest and most readily available deposits of sand and gravel occur as riverbank deposits and as nearby point bar accumulations. Also, limited quantities of gravel can be found in the morainal deposits which dot the area. Scattered permafrost is common in the area, but no specific data is available for Twin Hills.

Topography:

In the immediate vicinity of Twin Hills the topography is primarily flat and tundra/muskeg-covered, dotted with irregularly shaped moraine knolls and ridges. The residential portion of the village generally ranges from 20 to 30 feet in elevation, and the airstrip sits atop a bluff from approximately 55 feet to 80 feet in elevation. Steep slope areas in Twin Hills include the area immediately west of the airstrip and the riverbank area on the northern portion of the townsite (See Pocket

Map #3). A number of former gravel extraction sites within the townsite also have relatively steep sides.

Fish and Wildlife Habitat Areas:

In the summer, the Bristol Bay area supports prolific runs of all five species of Pacific Salmon. Sockeye or red salmon are the most abundant and the most commercially significant for Bristol Bay fishermen. In Togiak Bay, a late silver salmon run attracts fishermen from throughout the Bristol Bay area. Togiak Bay is also a site of a large-scale commercial herring fishery. Spawning and migration vary between species of salmon and for herring, however, most major spawning runs take place within the period of May to September. Other anadromous fish such as the arctic char and steelhead trout, and various freshwater fish are abundant in the Twin Hills area.

The intertidal beaches support polychaetes, softshell clams, cockles, and razor clams. Marine fish such as the boreal smelt and capeline spawn along the shore to Togiak Bay.

The Twin Hills area supports a large and diverse population of small mammals. Beaver and muskrat inhabit the protected vegetated wetlands which border salt marshes, streams and lakes of the area. The region also sustains red fox, mink, land otter, ground squirrel, weasel, and porcupine among others. All of these mammals make use of abundant water/wetland areas.

The area surrounding Twin Hills also supports several species of large mammals.

Both brown and a few black bear can be found near the village and moose occur in moderate numbers throughout the region. Wolves also range throughout the area, but do not occur in large numbers.

Togiak Bay, Togiak River and associated mud flats and wetlands areas provide essential habitat for waterfowl and shorebirds during their spring and fall migrations. Peak migrations usually occur during the first week of May.

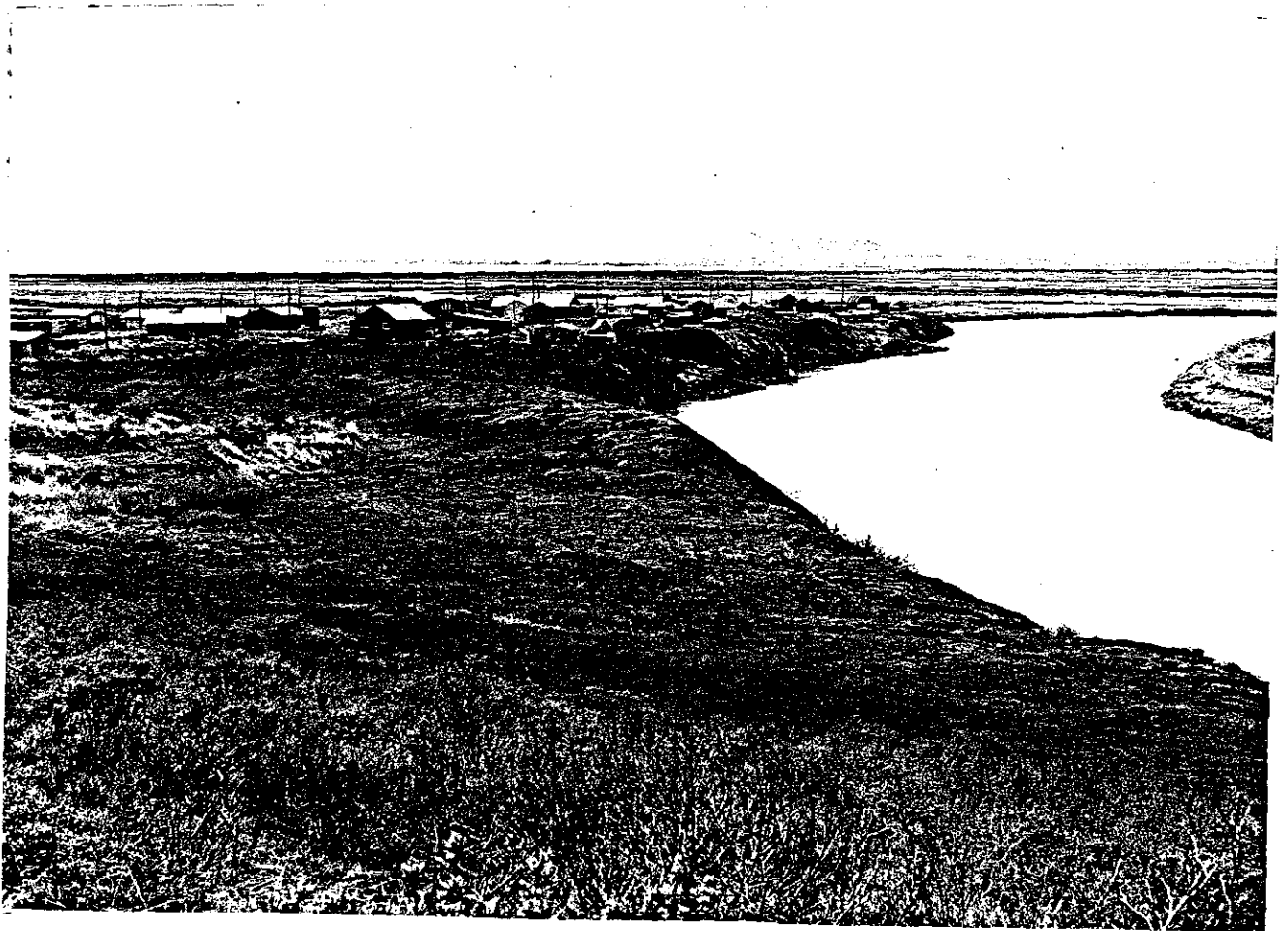
Vegetation

The vegetation surrounding the village of Twin Hills is predominantly moist tundra, wet tundra and coastal marsh. Mosses, lichens, sedges and grasses form a moist mat where other plants grow. Small crowberry, dwarf birch, blueberry, cotton grass and rushes are all common to the area. Along the beaches of Togiak Bay/River, beach rye grass, beach pea, sea beach, sandwort, and common oyster leaf are all prevalent. In summer months, the area supports a large variety of blooming wildflowers.

Physical Hazards

There are no major physical hazards affecting Twin Hills, however, erosion and flooding do occur in some areas within the federal townsite (Pocket Map #3). During high water periods in the Twin Hills

River, flooding occurs in several areas within the unsubdivided townsite. Also during high water periods, erosion has occurred at the steep riverbank areas located on the northern edge of the townsite. Residents of Twin Hills have indicated that the rate of erosion is not significant since large rocks situated at the toe of the bluffs have kept the erosion in check. Village fishing boats, stored at the top of the bluffs, are lowered and raised on the riverbank. This activity has tended to speed the erosion process somewhat.



Steep Banks of Twin Hills River

IV. EXISTING LAND OWNERSHIP

This section discusses land ownership and status in the vicinity of Twin Hills.

Pocket Maps #1 and #2 illustrate land ownership for the regional and townsite areas, respectively.

Federal Townsite

Twin Hills has a federal townsite, USS 5580 (see accompanying section "Twin Hills Land Documents".) The survey for the 147.04 acre townsite was approved on August 6, 1975. The townsite patent was accepted by the BLM Townsite Trustee on September 17, 1976. The trustee, in turn, has since deeded occupied parcels to fourteen residents who had improvements on the lots as of August 6, 1975¹. A few additional residents could still qualify for deeds to lots (in compliance with above conditions) but have not yet filed applications. The trustee can also issue permits to the village council for lots or unsubdivided areas of the townsite to be used for public purposes. The trustee has issued such a permit to the village council for a generator site (Lot 9, Block 8). To obtain a permit, the village council must pass a resolution which describes the land that is needed; specifies the public purpose(s) involved; and requests approval by the trustee. The resolution is then forwarded to the townsite trustee for his consideration. For a permit to be issued for a public use within the unsubdivided townsite area, the townsite trustee also recommends

a resolution of concurrence from the village corporation be obtained.².

In 1977, an 8.05 acre parcel within the townsite was deeded to the State of Alaska for school purposes. Title to all remaining lands within the townsite, other than the lands described above, remains with the townsite trustee.

The status of lands within federal townsites has been made particularly confusing with the passage of the Federal Land Policy and Management Act (FLPMA) in 1976, the filing of the Aleknagik Case in 1977, and the Unalaska case in 1981. The Federal Land Policy and Management Act rescinded the Townsite Act. The Bureau of Land Management has determined that the repeal of the Townsite Act restricts the townsite trustee from issuing deeds to subdivided townsite lots unless applicants had improvements on the lot(s) prior to the survey approval date. The Bureau of Land Management's interpretation of FLPMA also served to end new settlement in the unsubdivided portion of townsites. In the Aleknagik Case, the plaintiffs contend that all lands not deeded, approved for deed, or subdivided by the townsite trustee as of December 18, 1971 (date of ANCSA) should be made available for selection by the applicable village corporation. The Unalaska Case expands the issue to include land that was subdivided and unoccupied as of the date of ANCSA.

Although the above circumstances serve to make land decisions difficult, a number of options do exist that the village may consider, particularly when attempting to make land available for residential

use. This topic is further discussed within "Housing and Residential Land Use" (Section VI).

Airport Property

Bordering the townsite boundary on the east is a 106.2 acre tract containing the Twin Hills airstrip. In 1973, the Department of Transportation and Public Facilities (DOT/PF) obtained a lease for this tract from the federal government (see accompanying section: "Twin Hills Land Documents"). During the same year, DOT/PF began construction of the runway and access road. When the Twin Hills Village Corporation received their interim conveyance in 1978, the conveyance was made subject to the lease issued to DOT/PF. The lease to DOT/PF is scheduled to expire in 1993.

Village Corporation Lands

Pursuant to the Alaska Native Claims Settlement Act, the Twin Hills Village Corporation was entitled to select 69,120 acres of federal land (equivalent to 3 townships). As part of their entitlement, the village corporation received an interim conveyance of 65,906 acres on January 13, 1978 (See accompanying section - "Twin Hills Land Documents"). A patent will be issued after the boundary description is confirmed by surveys. The Twin Hills Village Corporation owns surface rights to the land, while the regional corporation, Bristol Bay Native Corporation, owns subsurface rights.

Lands within a federal townsite, such as the Twin Hills Townsite, were not available for selection by the village corporation. Therefore, lands within the federal townsite have not been conveyed to the village corporation. As discussed earlier, the Aleknagik and Unalaska cases could change the status of land within federal townsites.

ANCSA 14(c) Claims

Section 14(c) of the Alaska Native Claims Settlement Act (ANCSA) requires village corporations to reconvey certain lands they received under ANCSA, as discussed below.

Under ANCSA 14(c) (1), the village corporation must reconvey title to the surface estate of tracts of land occupied or used by Native or non-Native individuals as primary place of residence or business, or a subsistence campsite as of December 18, 1971. A 14(c) (1) claim has been filed for the Togiak Cannery but the boundaries of the claim have yet to be determined. No other known 14(c) (1) claims have been filed within the immediate vicinity of Twin Hills.

Section 14(c) (2) of ANCSA allows claims to be made by non-profit organizations such as churches. No known 14(c) (2) claims have been filed within the immediate vicinity of Twin Hills.

Under ANCSA Section 14(c) (3), the village corporation must reconvey improved community lands in addition to lands for expansion, rights of way, and other foreseeable community needs. The reconveyance shall

be at least 1,280 acres unless the community and village corporation agree in writing upon a lesser amount. In unincorporated communities such as Twin Hills, the 14(c)(3) land is conveyed to the State of Alaska to be held in trust for the future city. While in trust with the State, the land is administered and managed through the Municipal Lands Trustee Program. Identification of potential 14(c)(3) lands in Twin Hills and recommendations for reconveyance are discussed in Section VII of this plan.

Under ANCSA Section 14(c)(4), the village corporation must reconvey lands which were being used for airport purposes prior to December 18, 1971. Since the Twin Hills airport was not built prior to ANCSA, this reconveyance is not applicable.

Native Allotments

Under the Alaska Native Allotment Act of 1906, the Secretary of the Interior could allot up to 160 acres of land to individual Natives, provided the claimant could prove 5 years of continuous use and occupancy. The Alaska Native Allotment Act was repealed with the passage of ANCSA. No applications for allotments have been accepted by the Bureau of Land Management (BLM) since December 18, 1971, but many applications filed prior to that date are still being processed.

There are five Native allotments in the vicinity of Twin Hills, totalling approximately 840 acres (see Map Pocket #1).

V. COMMUNITY FACILITIES AND SERVICES - INVENTORY AND ANALYSIS

Introduction - Local Government and Other Providers of Community Facilities and Services

Twin Hills is an unincorporated community. Local decisions are made by a five member traditional council which has been recognized by the Bureau of Indian Affairs (BIA) as the traditional governing body of the community. The traditional council is eligible to participate in a variety of State and federal programs, including State and federal revenue sharing, State Rural Development Assistance (RDA) and Bulk Fuel grants, State Aid to Unincorporated Communities, and other community development and social service programs.

The Twin Hills Traditional Council has also been recognized by the Municipal Lands Trustee (MLT) Program as the "Appropriate Village Entity" (AVE) to assist in making recommendations and decisions regarding 14(c)(3) lands. The Municipal Lands Trustee must consult with the AVE on matters concerning the identification and management of lands conveyed to the State in trust for the future city under Section 14(c)(3) of ANCSA.

In the Bristol Bay region, a number of health and social service programs are administered by regional

organizations which are headquartered in Dillingham. These organizations include: Bristol Bay Native Association, Bristol Bay Area Health Corporation and Bristol Bay Housing Authority. Funding and assistance for community services and facilities are also provided by State and federal agencies.

Following is a description of existing community facilities and services within Twin Hills. An analysis is also given of the capability of each service or facility to meet the existing and projected future population of the village.

Health Care

Health and social services are provided to Twin Hills residents at a health clinic which is owned by the village, leased by the U.S. Public Health Service (PHS), and staffed by the Bristol Bay Area Health Corporation (BBAHC). The clinic, constructed in 1975 or 1976, is in excellent condition and includes a radio room, waiting room, bathroom and one examination room. The health clinic is equipped with a citizens band radio for local communication and a single-sideband radio which the health aides use to contact the Bristol Bay Area Service Unit (a hospital located 6 miles from downtown Dillingham at Kanakanak). A part-time janitor maintains the clinic.

The village health aide program and other health-related services are provided by the Bristol Bay Area Health Corporation, a public, non-profit corporation. The village is served by one primary

health aide, who works 6 hours during the day and is on call for emergencies at all other times. The village also has one alternate health aide.

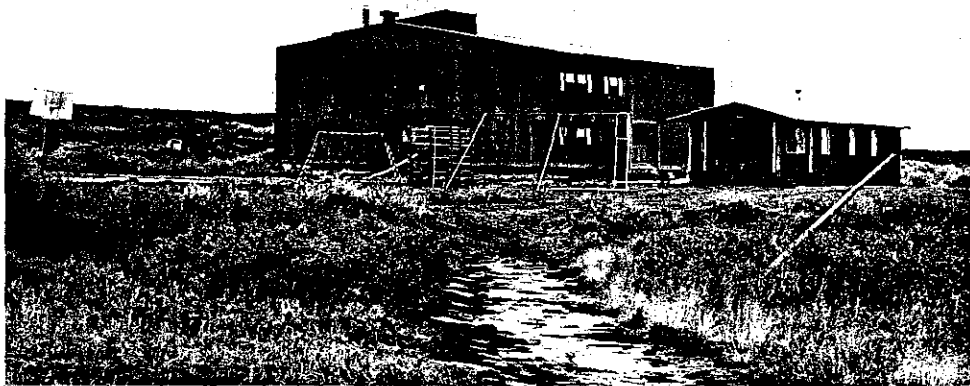
According to BBAHC, the health care facilities and staff within Twin Hills are adequate to meet the needs of the existing population as well as the projected population of the community to year 1990.¹

Schools

The Twin Hills School is operated by Southwest Region Schools. The school was built in 1977 and includes 3 multi-purpose rooms. In 1983, one full-time teacher and one part-time bilingual teacher taught a total of ten students in grades kindergarten through eight. It is anticipated by Southwest Region Schools that by school year 1984, at least six students will enroll in the Twin Hills school and another three students will be ready to enter a high school program. The Southwest Region School Board and the Twin Hills Village Council recommend to the State Department of Education (D.O.E.) whether or not a high school program will be established within the community in a given year. In the past, high school students have travelled to other communities such as Togiak in order to pursue high school coursework.

According to D.O.E. standards (June, 1983), the Twin Hills school facility could accommodate a maximum of 46 students. Another D.O.E. standard suggests that a minimum land area of six acres is necessary to support a small high school (10-30 students).² In comparing the above standards against the existing

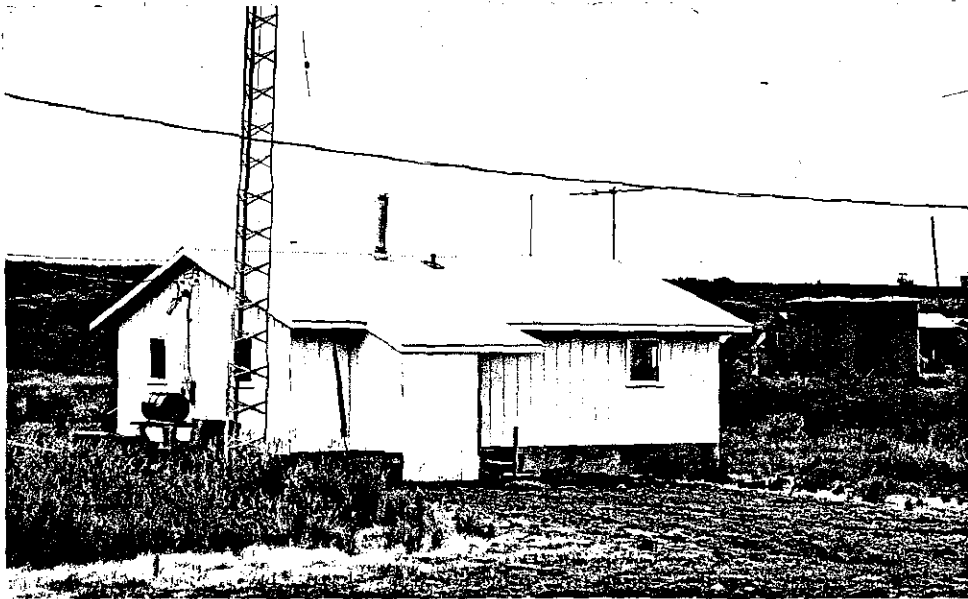
Twin Hills school building and acreage of Block 11 (U.S.S. 5580), it is evident that these facilities should be sufficient to meet the year 1990 population of the community.



Twin Hills School (photo courtesy of DOWL Engineers)

Community Hall

The community hall is used primarily for village council office space and community meetings. According to residents, the present building is too small to adequately handle more than one community activity concurrently. A need exists for a larger building to accommodate community meetings, cultural activities, recreation, and village office space.



Twin Hills Health Clinic (photo courtesy of DOWL Engineers)

Village Garage/Workshop

The village garage/workshop is used to store tools and equipment owned by the village and for minor maintenance and repair activities. The capacity of the garage/workshop is adequate for the level of use it receives. A village-owned grader and backhoe are too large to be housed in the garage and are stored outside. A new storage and maintenance building is scheduled for construction in 1983 to house the grader. The village council has also expressed the need for a dump truck for local road maintenance and upcoming village projects.

Solid Waste Disposal

Solid waste in Twin Hills is disposed of in a dump

site which has been in use since the mid-1970's. The site used is a small lake in the unsurveyed portion of the federal townsite. Disposal at the site is the responsibility of individual residents. Although the capacity of this site would be adequate to year 1990, the village is attempting to locate another disposal area to replace the existing site.

Communications

Alascom, Inc., provides long-distance satellite telephone service via a radio link with Togiak. There is one telephone in the community, located in the community hall (972-8001). During 1983, local telephone exchange service is expected to be completed for Twin Hills. A building containing switching equipment for such service is proposed to be located adjacent to the community hall.³

Television in Twin Hills is received via satellite from Togiak. The major radio station received is KDLG out of Dillingham.

The "Bristol Bay Times," published once or twice monthly in Dillingham, and the "Tundra Times," published weekly in Anchorage, are the primary newspapers received by most Twin Hills residents.

Mail is delivered to a U.S. Postal Service worker in Twin Hills throughout each week.

Transportation

Twin Hills is primarily accessible by air and water. There are no roads connecting Twin Hills to other

communities. During the winter months, trails across the tundra are used for snowmobile travel between villages. Residents can travel east to Manokotak in 2-3 hours, or to Dillingham in 3-4 hours by this mode. Togiak, located approximately four miles west of Twin Hills, can be reached by snowmobile in less than one half-hour. In the summer, travel to Togiak by skiff is common.

Airport

Air transportation is the primary method of passenger travel to and from the village, and most cargo is also moved by air. Regularly scheduled mail runs are also available for passenger service in most instances. Other operators are available for air taxi and charter service. All air carriers are based in Dillingham.

The gravel airstrip at Twin Hills, constructed by the Alaska Department of Transportation and Public Facilities (DOT/PF) in 1973, is 90 feet wide and 2,000 feet long. A runway apron (125 ft x 200 feet) and access road were built by DOT/PF in conjunction with the runway. As described earlier, the airport is situated on a 106.2 acre site which is being leased by DOT/PF. According to DOT/PF⁴, the State has plans to eventually extend the runway to a total of 2,500 feet in length and to 100 feet in width. The village council has also proposed that a cross-wind runway be built to increase safety and reliability of air travel during periods of strong crosswinds. The existing runway has also been identified as needing improvement since large rocks

on the runway surface have been damaging to aircraft. The above airport improvement needs are documented within the Bristol Bay/Upper Kuskokwim Area Transportation Needs Assessment Report (DOT/PF, 1982, pp 203).⁵

Marine:

At present, there are no docking facilities in Twin Hills. Freight is delivered to the village by landing craft (LCN's) which can pull onto the beach to be unloaded. An area on the western part of the townsite is presently used for this purpose. The village is considering designating a new barge unloading site and fishing boat staging area south of the community on Togiak Bay. Access to this new site will be served by Cannery Road, which is scheduled for completion in 1983.

Local fishing boats (skiffs) are presently stored and maintained at two sites: 1) on top of bluffs overlooking the Twin Hills River on the north side of the community; and, 2) near the existing barge unloading area. As discussed earlier, use of the bluff area has tended to erode the steep banks along the river. In addition, boat maintenance activities, particularly painting and chipping, have caused some conflict with other uses of the bluff, such as fish drying. The advantage of the bluff area for boat maintenance is the proximity to boat owners' homes and the availability of electrical service. The other lesser used site for boat storage is the existing barge unloading area. This latter site

presently lacks electrical service and is farther (approximately 1/2 mile) from boat owner's homes.

Local Roads, Trails and Walkways:

Transportation within Twin Hills is largely by foot or by three-wheel all-terrain vehicle (ATV's). A few cars and trucks are also used in the community. In the winter, snowmobile travel is common.

Local roads in Twin Hills largely follow the designated right-of-ways (R.O.W.'s) as established in the patented townsite survey. Right-of-way widths vary from 40 to 60 feet depending on location within the townsite. Aurora Street, the major east-west route within the populated area of Twin Hills, has a R.O.W. of 60 feet and serves most of the existing public buildings. Aurora Street also serves as the major route from the center of the community to the airstrip.

Two north-south streets, Twin Hills Road and Airport Road, have 60 feet R.O.W. designations on the townsite plat, however, only the northern portions of these streets have been improved for use. All other streets in the settled portion of the townsite have 40 foot R.O.W. designations. In the unsettled southern portion of the townsite, proposed connector streets between Twin Hills Road and Airport Road have 60 feet R.O.W.'s. The proposed alignment for Twin Hills Road (not yet constructed) appears to run across village cemetery land. If this is verified by survey, the village council has indicated the need to redesignate the alignment of this street.

The major road construction project in Twin Hills that is expected to be completed in 1983 is the north-south road between the village and Togiak Bay called Cannery Road. This road will be used primarily for access to a proposed new barge unloading area and staging area for village fishing boats.

A number of trails are frequently used by Twin Hills residents, primarily for winter travel with snowmobiles. Such trails are used for subsistence activities such as trapping and for travel between villages. There are no designated walkways such as boardwalks in the community. Most pedestrian traffic occurs along streets.

Once Cannery Road is completed, other road construction projects in Twin Hills to 1990 will likely include: eastward extension of Northern Lights Avenue; northward extension of Airport Road; possible southward extension of either Twin Hills Road or Airport Road; and an access road to the new sanitary landfill once a site is chosen.

Utilities

Electricity:

The Twin Hills school maintains two diesel generators which produce 66 kilowatts (kw) apiece of single-phase electricity. During the nine months that the school operates the generators, Twin Hills residents have purchased the surplus power. During

the remaining months, a privately-owned generator has provided surplus power which has also been available for purchase. Overhead power lines serve all residents of the community. Utility easements have not been established for major electrical lines where these lines occur outside of road R.O.W.'s.

In 1983, the village council has plans to construct a new generator plant with a production of 60 kw. This plant will enable the village to be independent of the school generator or private sources of power. The generator will be located on the same lot (Lot 9, Block 8) that was used for the privately-owned generator. The private facility will be dismantled. Diesel fuel needed to run the village generator will be stored next to the generator building in a 500 gallon day tank.

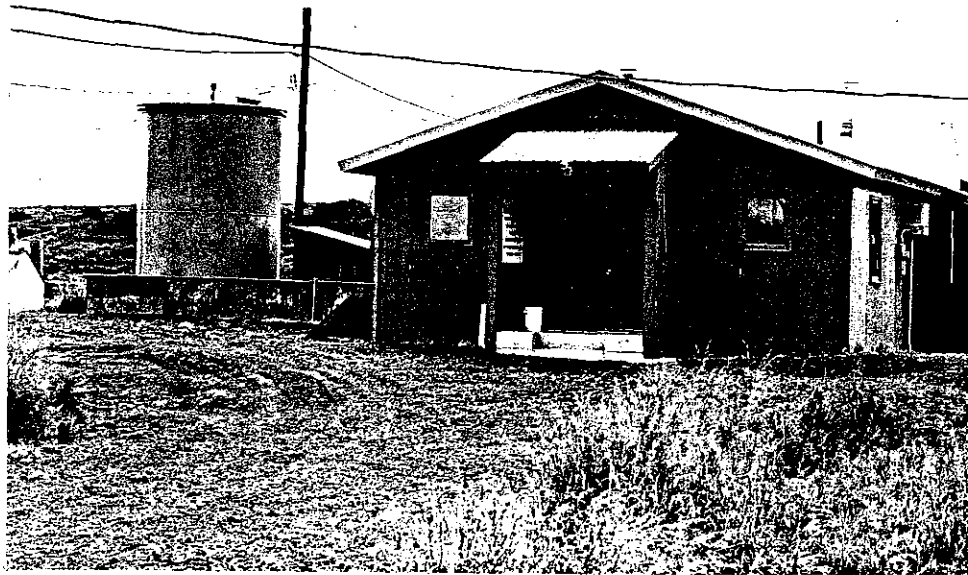
Water System

A well was drilled in Twin Hills by the U.S. Public Health Service in 1971, and water distribution lines were installed throughout the village in 1977. Water is pumped from the well at a rate of 7.5 gallons/minute to a 60,000 gallon steel storage tank, and then flows by gravity through 6-inch distribution mains. An approximate 43-foot difference in elevation between the water tank and homes maintains water pressure of 20 pounds per square inch for each home. Small amounts of fluoride and chlorine are added to the water at the pumphouse. Pressure is adequate for the use of the village's five fire hydrants. A second well has been dug in the community for use if the present source becomes

inadequate, however, there is no indication that this will be needed soon. Utility easements have not been established for water mains where these occur outside road R.O.W.'s (with the exception of the R.O.W. from the water storage tank to the western edge of the airport lease area).

The village pumphouse is monitored on a part-time basis by a pumphouse operator. The pumphouse has its own generator and fuel supply (7,500 gallon tank).

Although the present well and water storage tank will be sufficient for the projected 1990 population,⁶ there will likely be a need for a few waterline extensions to connect new housing units in the community by 1990.



Twin Hills Pumphouse (photo courtesy of DOWL Engineers)

Sewer System:

The U.S. Public Health Service installed sewer lines in Twin Hills in 1977. Sewage is collected in 6-inch lines and gravity-fed to a one-acre lagoon from all but two residences. The two houses not connected to the system rely upon individual septic systems. Utility easements have not been established for sewer mains where these mains occur outside of road R.O.W.'s.

Sewer lines will likely need to be extended to meet future service demands. The capacity of the sewage lagoon is more than sufficient to meet the needs of the projected 1990 population.⁷

Fuel Lines and Storage:

Diesel fuel is delivered annually to Twin Hills by means of a Bureau of Indian Affairs barge, "North Star." An underground fuel line extends from the Twin Hills River to connect storage tanks located at both the school and village pumphouse. A utility easement has not been established for this fuel line. The school tanks have a storage capacity of 22,000 gallons while the storage tank used to operate the village water and sewer systems has a capacity of 7,500 gallons. All of the above capacities are sufficient for existing use. For home heating purposes residents presently purchase fuel by 55 gallon drums at the Togiak Fisheries cannery. In 1983, the village council plans to erect two new bulk fuel tanks for storage and subsequent resale of heating oil to residents. The total capacity of

these tanks will be 20,000 gallons.

Map V-I schematically represents the location of water, sewer, electric, and fuel lines within Twin Hills.

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is skipped in
the original
document

VI. EXISTING AND FUTURE LAND USE

Housing and Residential Land Use

In 1983, there were 20 year-round housing units in Twin Hills and an additional four units used on a seasonal basis. All houses were single-family detached units. Housing condition appeared to be generally good, with some need for minor repairs and upkeep. As shown on Pocket Map #2, all existing housing units are situated on surveyed lots within the federal townsite. Total residential acreage in 1983 was approximately 6 1/3 acres. According to local estimates, the availability of housing in 1983 was generally adequate to support the existing population.

According to population projections as given within the Bristol Bay Cooperative Management Plan¹, the year 1990 population of Twin Hills is estimated to reach 85 residents. The BBCMP further estimates that 23 housing units would be necessary to house the projected 85 residents². This total represents three additional housing units over what was available within the community in 1983. Local estimates predict that up to seven additional housing units will be needed by year 1990³.

Assuming seven new housing units will be needed in Twin Hills by 1990, these units would likely be located on existing vacant lots in the northern portion of the federal townsite. Such lots are close to existing utilities and within easy walking distance to the school and other community

buildings. Lot sizes are already established by survey.

One problem with designating federal townsite lots for future housing is that pursuant to FLPMA, the BLM Townsite Trustee cannot issue deeds to these lots to private individuals unless these persons had improvements on the lots prior to August 6, 1975. If Twin Hills were to incorporate as a city under Title 29 of the Alaska Statutes, the townsite land would be reconveyed to the new municipality by the BLM Townsite Trustee after pending lawsuits are settled. Even as a municipality, however, the sale or lease of city lots must conform to administrative procedures as outlined in AS 29.48.260. Moreover, these procedures do not guarantee the deeding of the lots to local residents.

If Twin Hills remains an unincorporated community, a number of possibilities exist for making the surveyed townsite lots available for housing⁴: One, the Townsite Trustee could convey the lots to the Bristol Bay Regional Housing Authority. This would, however, allow the housing to be subject to qualifying requirements of the Housing Authority, and could possibly preclude some residents. A second possibility would be for the townsite trustee to hold an auction for the lots. In this case, outside interests could also bid on the lots. A third possibility would be for the village council to pass a resolution requesting the townsite trustee to allow residents to live on the lots on a permit basis. This latter action, however, does not guarantee that

deeds would be issued to the persons permitted to occupy the lots.

The above circumstances basically point out the difficulties in offering surveyed townsite lots for future residential development. Legislation is being proposed which would alleviate some of the above conditions to the benefit of the village. For the present, however, getting the lots to residents within the village for residential use remains a difficult task.

The unsurveyed, unsubdivided portion of the federal townsite is also unavailable for any land transactions until the Aleknagik case is settled.

There are two areas within the Twin Hills federal townsite (ten lots) that appear to be most desirable for meeting the housing needs specified to 1990. One area (7 lots) is within the northeast portion of the townsite and adjacent to the airport lease area. The other area (containing 3 lots) is along the south side of Aurora Street, west of the community hall. Either site could be connected quite readily to existing utilities and are within easy walking distance to school, church or other public use areas and facilities. Northern Lights Avenue would have to be extended to provide access to the area within the northeast part of the townsite. Total acreage of the proposed residential lots is 2.86 acres.

Once the above lots are filled (beyond 1990), residential land use will probably be directed to the

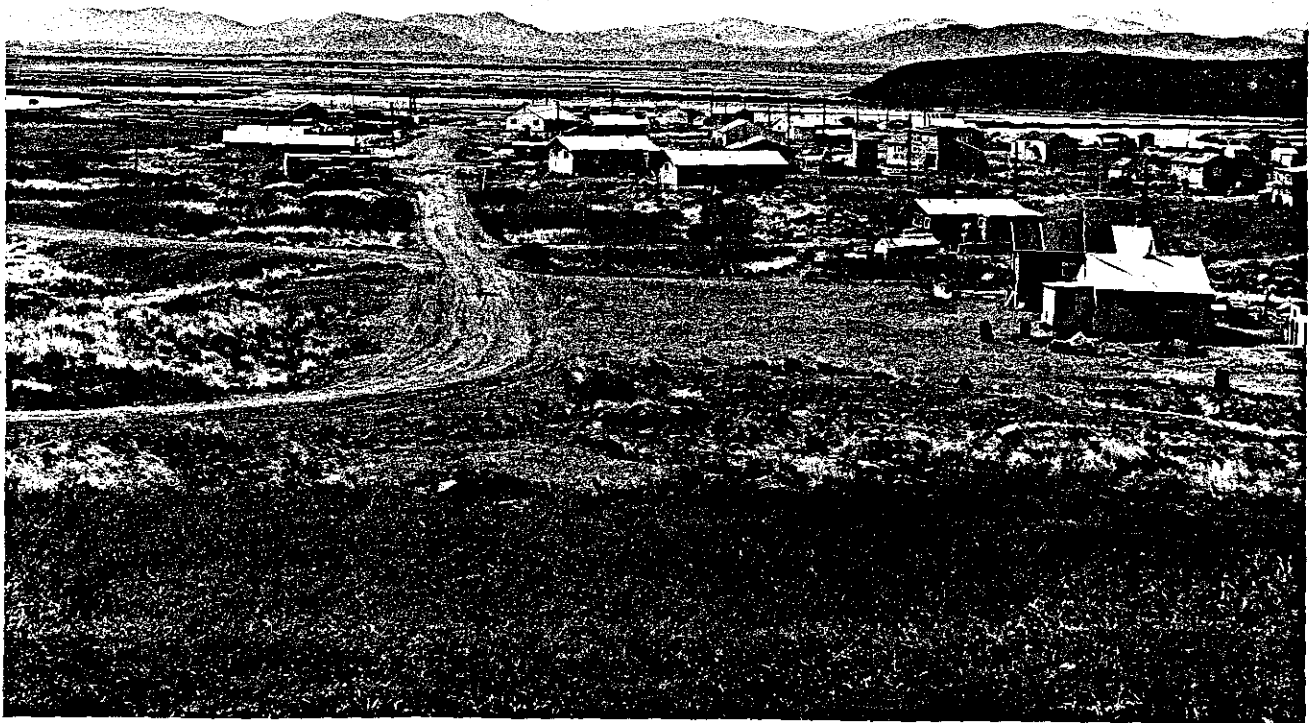
southern surveyed portion of the townsite which is south of the school property. Roads would need to be extended to provide access.

Commercial/Industrial Land Use

At present, Twin Hills has one commercial store which is established within an individual's residence. There is no other commercial or industrial development in the community. In terms of land use, the residence/store sits on a townsite lot of .41 acres.

Future commercial development in Twin Hills will be largely dependent on regional economic development and also on the proposed activities of the Twin Hills Village Corporation. Although commercial activities have not been fully planned for Twin Hills, a number of areas are being reserved by the village council for potential commercial development. The first area consists of a single lot at the northern edge of the school property along Aurora Street. This site is presently occupied by DOT/PF as a temporary construction office for the Cannery Road project. Once DOT/PF is finished using the site, the village council has proposed the lot serve as a future site for a Twin Hills Village Corporation building. The second area reserved for commercial development is the lot adjacent to the existing store. This lot is available in the event the store were to expand in the future. The third area to be set aside for possible commercial development is within the western portion of the townsite near the existing barge

loading area. This area may have potential commercial value in relation to boat maintenance and storage activities.



Looking West Along Aurora Street

Transportation

Airport - As discussed earlier, a number of airport improvements are being proposed, including lengthening and widening of the existing runway; improved runway surfacing; and cross-wind runway. A specific cross-wind runway location has not yet been identified, however, it is generally known that the

proposed runway will extend in an easterly direction from the existing runway. The proposed runway will also be approximately 2,080 feet in length or 80% of the existing runway. Visual clearance zones are also required off the ends of the runway⁵. The proposed area for the cross-wind runway is located beyond the boundaries of the federal townsite and within lands that were conveyed to the Twin Hills Village Corporation.

Marine Facilities - As described in Section V, two areas are being proposed for marine facilities. The first area is the existing barge unloading area. This land would be set aside for additional boat storage and maintenance activities and for possible commercial development related to same. For either activity, electrical service needs to be extended to the area. The second area, located at the terminus of Cannery Road on Togiak Bay, would possibly be used for barge unloading and as a staging area during the summer fishing season. A tract of approximately 20 acres is being proposed for this latter area.

Local Roads, Trails and Walkways - By 1990, it is anticipated that a few roads, including Northern Lights and Aurora Streets, will need to be extended to serve new residential development. Additionally, if a new solid waste disposal site is selected, an access road will need to be constructed.

Utilities

Electricity - The village generator will be located on the same lot as the existing privately operated

generator. Once the village facility is in operation, the private generator will be dismantled. Utility easements should be designated for major overhead powerlines when these lines are located outside of public road right-of-ways.

Water System - As described earlier, the capacity of the water system is adequate for the anticipated population to year 1990. A permit from the townsite trustee should be obtained for the existing pumphouse to assure site control. Water mains will need to be extended to proposed residential areas once development occurs. Utility easements should be obtained for water mains when these are located outside of road right-of-ways.

Sewer System - As discussed earlier, the sewage lagoon is capable of handling existing and year 1990 community demands. If residential development occurs in the northwest portion of the townsite, sewer mains will have to be extended to serve this area. Utility easements should be obtained for sewer mains when these lines are located outside of road right-of-ways. Adequate site control should also be obtained for the sewage lagoon facility. This facility is located outside of the townsite area and is within lands that were conveyed to the Twin Hills Village Corporation.

Fuel Lines and Storage - Site control was obtained from the townsite trustee for the proposed village bulk fuel storage facility (proposed within the unsubdivided townsite area), however, a specific site description was not included in the trustee's

permit. It is recommended that a site description be drafted to accompany the permit. Utility easements should be obtained for underground fuel lines when these lines are located outside of road right-of-ways.

Public Land Use

Health Clinic - The existing health clinic and .20 acre lot upon which it is located are sufficient to serve the foreseeable needs of the community to year 1990.

School - The existing school facility and 8.05 acre tract upon which it is located are sufficient to serve the foreseeable future needs of the community to year 1990. The village council is interested in negotiating with the State for a lease or deed to approximately 3.5 acres of the school tract (Block 11) located along Aurora Street. The land would be used by the village for public facilities such as a new community hall and a proposed public safety building. This area has also been discussed as a possible location for a Twin Hills Village Corporation building.

Community Hall - As described in Section V, the existing community hall is insufficient to meet the needs of the community. A new facility is being sought by the village council. The most desired site (specific acreage not yet determined) is located along Aurora Street within the existing school property (Block 11).

Village Garage/Workshop - The existing village garage/workshop is sufficient to meet foreseeable

needs of the community to year 1990. Site control has not been established for this facility.

Storage/Maintenance Building - By 1983, the village council anticipates constructing a new storage/maintenance building to house the village grader and to serve as a waiting shelter at the airport. A lease has been obtained from DOT/PF for the building site.

Village Cemetery - The cemetery, encompassing approximately .25 acres, is located directly south of the school. The village council is interested in setting aside approximately 1.75 additional acres for this area. As shown on the Twin Hills Community Profile, the existing cemetery tract is potentially intersected by two proposed street right-of-ways.⁶ If this situation actually occurs on the ground, a realignment of street right-of-ways may need to be made.

Moravian Church - The Moravian church occupies a .31 acre lot in the developed portion of the townsite. Additional land needs have not been identified for the church.

Solid Waste Disposal - As discussed earlier, the village council is seeking a new solid waste disposal site. Although the selection of a new site has not been made, the location will likely be along Cannery Road at a distance of at least 1/4 mile to one mile from the airport property.

Communications - Two lots immediately west of the existing community hall have been set aside for

communications purposes. The lot adjacent to the community hall will be the site for a building containing telephone switching equipment. The building is slated for construction in 1983. The other lot will be set aside for a future satellite receiving dish to be used for television reception.

Fish Drying Racks - Eleven lots on the northern portion of the townsite are presently being used for boat storage and maintenance, and for fish drying racks. These lots also contain numerous accessory buildings. If improvements had been placed on these lots prior to August 6, 1975, some residents would likely be eligible for deeds to the lots from the townsite trustee. Whether or not deeds are applied for, there appears to be limited desire on the part of the village residents to change the existing land use of this area. Consequently, this area is designated as public land to be used as it has been used, with the possible exception of boat storage and maintenance activities being moved to an alternate site. The approximate acreage of this area totals 1.5 acres. The bluff areas adjacent to the above lots in question were also designated as municipal reserve lands by the townsite trustee on the Twin Hills plat. The purpose of the reserve was to allow access to the Twin Hills River⁷. The "reserve" area totals 2.32 acres.

VII. FUTURE LAND USE PLAN

Summary of Future Land Use Needs

Table VII-1 summarizes Twin Hills land needs to year 1990 for residential, commercial, and public use lands. Table VII-1 also indicates if the required lands are located inside or outside of the federal townsite, and if site control has been obtained for public facilities.

Future Land Use Plan Map

Pocket Map #3 shows future land use in Twin Hills for the categories of residential, commercial, and public use.

TABLE VII - 1

TWIN HILLS ACREAGE REQUIREMENTS TO YEAR 1990

Land Use	1983 Acreage	Location Of Acreage	Additional Acreage Needed by 1990	Location Of Additional Acreage by 1990	Has Site Control Been Obtained	Type of Existing Site Control
A. Residential	6.38 (including seasonal homes)	within townsite	2.87	within townsite	in some cases	Eligible applicant can receive deeds; other can obtain permit from Townsite trustee through Village Council
B. Commercial	.41	within townsite	.58	within townsite	no	
C. Public Use (follows)						
Village Clinic	.20	within townsite	0		no	
School	8.05	within townsite	0		yes	deed
Community Hall	.19	within townsite	.38 - .5	within townsite	no	
Village garage/workshop	approx. 25 acres within school site	within townsite	0		no	
Solid Waste Disposal	approx. .25 acres	within townsite	approx. 5-10 acres at a new location	outside of townsite	site has not yet been identified	Potential 14(c) (3) reconveyance
Communications	approx.	within townsite	.38	within townsite	no	

TABLE VII - 1

CONTINUED

Land Use	1983 Acreage	Location Of Acreage	Additional Acreage Needed by 1990	Location Of Additional Acreage by 1990	Has Site Control Been Obtained	Type of Existing Site Control; or Site Control(s) Recommended
Airport	106.2 acres	outside of townsite	approx. 400 acres	outside of townsite	Existing area: yes Proposed area: no	Existing Airport: 20-year lease to DOT/PF The entire airport area is a potential 14(c) (3) reconveyance
Boat storage/Maintenance	approx. 3 acres (two acres)	within townsite	3 to 5 acres at barge landing site	within townsite	no	
Generator	.26	within townsite			yes	Permit from Townsite Trustee
Pumphouse	within residential lots	within townsite			no	
Water Tank	approx. .25 within airport tract	outside of townsite			yes	Lease from DOT/PF
Sewage Lagoon	one acre	outside of townsite	up to 15 acres	outside of townsite	no	Potential 14(c) (3) reconveyance
Bulk Fuel Storage	approx. .25 acre	within townsite	0		yes, but property description was not included	Letter from Townsite Trustee
Storage Building	approx. .25 acre within airport tract	outside of townsite	0		yes	Lease from DOT/PF

TABLE VII - 1

CONTINUED

Land Use	1983 Acreage	Location Of Acreage	Additional Acreage Needed by 1990	Location Of Additional Acreage by 1990	Has Site Control Been Obtained	Type of Existing Site Control
Cemetery	Up to .25 acres	within townsite	1.75 acres	within townsite	no	
Municipal Reserve	2.32	within townsite			yes	Designated within original plat for federal townsite
Fish drying racks, accessory buildings	1.5	within townsite			no	
Cannery Road corridor	approx. 2.5 linear miles	outside of townsite	not yet determined	along Cannery Road alignment	no	Potential 14(c) (3) reconveyance
Togiak Bay barge landing area	0	outside of townsite	20 acres (proposed)	outside of townsite	no	Potential 14(c) (3) reconveyance
Local Roads	R.O.W.'s	within townsite	Road extensions will be needed as new development occurs	will vary	yes	Designated within original plat for federal townsite
Utility lines (overhead electrical, and underground water, sewer, and fuel lines)		within townsite	possible extension of utility lines to new areas	will vary	no (in most cases)	easements should be obtained for utilities whenever these occur outside of designated road R.O.W.'s

Recommendations for ANCSA 14(c) (3) Reconveyances

As indicated earlier in Table VII-1 and as shown on Pocket Map #1, the recommendation for ANCSA 14(c) (3) reconveyance lands include the following:

Existing Airport Area	106.02 acres
Airport Expansion (cross-wind runway)	400.00 acres
Cannery Road Corridor	acreage to be determined
Future Community Expansion (south of townsite)	285.00 acres
Togiak Bay barge landing and staging area	20.00 acres
Sewage lagoon area	15.00 acres
	<hr/>
TOTAL	826.6 acres

Summary of Community Development Needs

Following is a summary of Twin Hills community development needs (not listed in priority order) which have been identified by the Twin Hills Village Council. These needs were also discussed throughout the preceding text.

- The northern portion of the existing school tract, along Aurora Street, has been identified as a prime area for a new community hall, public safety building, and Twin Hills Village Corporation office.
- A need exists for a new community hall which can accommodate community meetings, cultural activities, recreation, and sufficient village office space.
- A dump truck is needed by the village for road maintenance and other village construction projects.
- The following airport improvement needs have been identified: 1) runway resurfacing; 2) lengthening and widening of existing runway; and 3) a cross-wind runway.
- The proposed alignment of Twin Hills Road appears to cross village cemetery land. It is recommended that a survey be done to determine the location of these streets. If streets do cross the cemetery, a realignment of streets may be necessary.
- It is recommended that site control be obtained for all public facilities (as identified within plan).

VIII. REFERENCES CITED

Specific References

Section II.

- 1 U.S. Bureau of the Census, 1980.
- 2 University of Alaska, Institute of Social and Economic Research, Economic, Subsistence, and Sociocultural Projections in the Bristol Bay Region. Bristol Bay Cooperative Management Plan, December 1982, p III-10.
- 3 Institute of Social and Economic Research, p. III - 3.
- 4 Institute of Social and Economic Research, p. III-10.
- 5 Institute of Social and Economic Research, p. III-54 through p. III-112.

Section IV.

- 1 Interviews with BLM Townsite Trustee, 1983.
- 2 Interviews with BLM Townsite Trustee, 1983.

Section V.

- 1 Phone interview with Bristol Bay Area Health Corporation staff, May 31, 1983.

- 2 Phone interview with staff of Southwest Region Schools, June 24, 1983.
- 3 Phone interview with staff of United Utilities, June 24, 1983.
- 4 Interview with DOT/PF staff, May 1983.
- 5 Alaska Department of Transportation and Public Facilities, Bristol Bay/Upper Kuskokwim Area Transportation Needs Assessment Report, 1982, p. 203.
- 6 U.S. Public Health Service, Final Report - Sanitation Facilities Construction for Twin Hills, Alaska, November, 1980.
- 7 U.S. Public Health Service, 1980.

Section VI.

- 1 Institute of Social and Economic Research, p. III-14.
- 2 Institute of Social and Economic Research, p. III-19.
- 3 Village Council Meeting, Twin Hills, April, 1983.
- 4 Interviews with BLM Townsite Trustee, 1983.
- 5 Interviews with DOT/PF personnel, May, 1983.

6 Alaska Department of Community and Regional Affairs, DOWL Engineers, North Pacific Aerial Surveys, and Bristol Bay Native Association, "Twin Hills Community Profile," January, 1982.

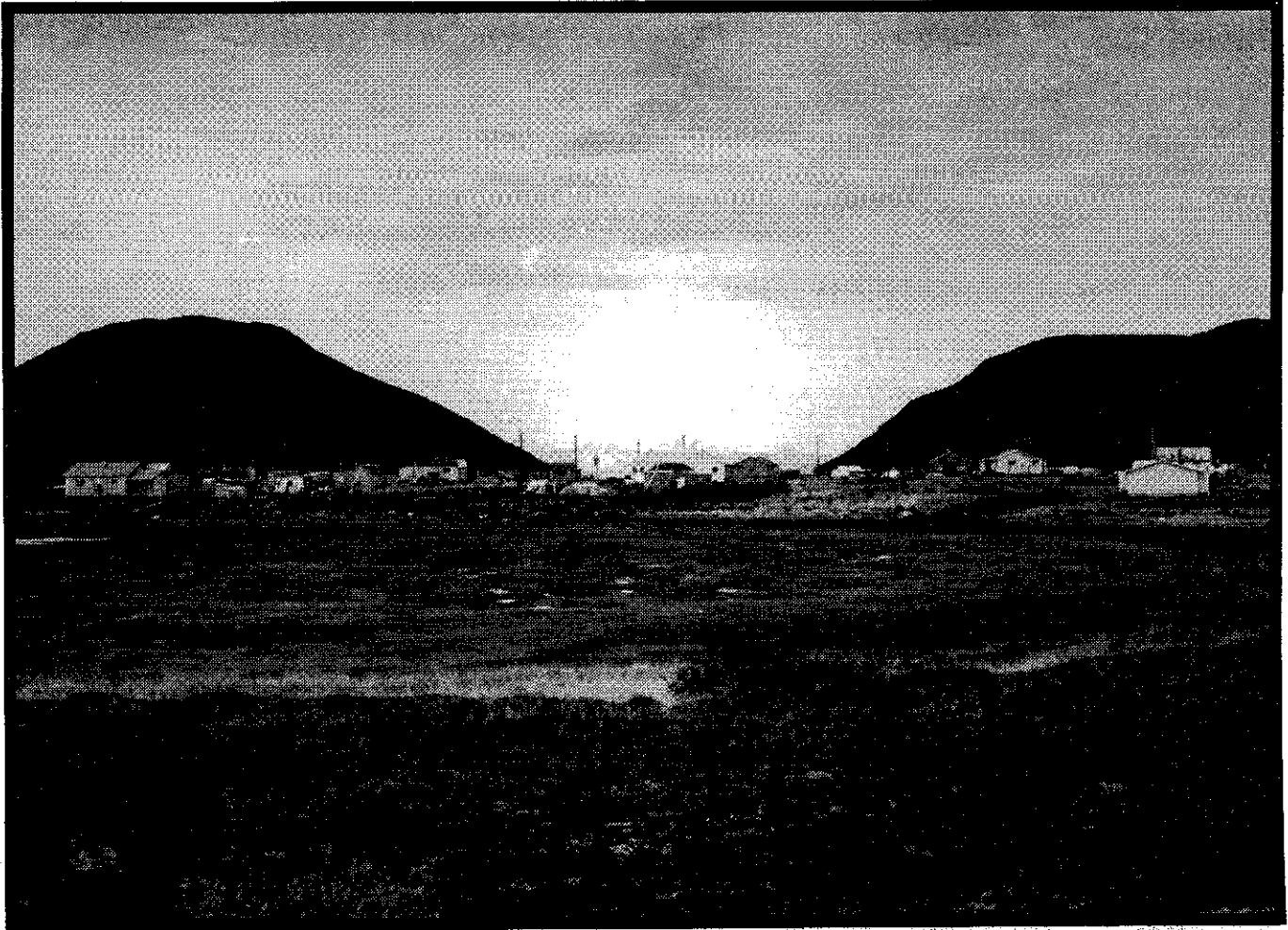
7 Interviews with BLM Townsite Trustee, 1983.

General Reference

Alaska Department of Community and Regional Affairs, DOWL Engineers, North Pacific Aerial Surveys, and Bristol Bay Native Association, "Twin Hills Community Profile," January, 1982.

TWIN HILLS

LAND DOCUMENTS



Division of Community Planning

Department of Community & Regional Affairs

June 1983

TWIN HILLS LAND DOCUMENTS

Contents

- 1) Interim Conveyance Document for Twin Hills Village Corporation
- 2) Interim Conveyance Document for Bristol Bay Native Corporation
- 3) Plats of U.S. Survey No. 5580, Twin Hills Townsite
- 4) Trustee Deed and Interagency Land Management Assignment for Block Eleven (11) of U.S. Survey 5580 (School Site)
- 5) Trustee Permit for Village Generator Site (Lot 9, Block 8, U.S. Survey 5580, Twin Hills Townsite)
- 6) Trustee Permission for Location of Bulk Fuel Storage Tanks in Unsubdivided Portion of U.S. Survey 5580, Twin Hills Townsite
- 7) Trustee Permit for Twin Hills Road (Cannery Road) Within U.S. Survey 5580, Twin Hills Townsite
- 8) Memorandum of Agreement Between the Indian Health Service and the Village of Twin Hills
- 9) Twin Hills Airport Property Plan
- 10) Twin Hills Public Airport Lease
- 11) State of Alaska Free Land Use Permit
- 12) State of Alaska Lease Agreement for Twin Hills Storage and Maintenance Building

INTERIM CONVEYANCE

WHEREAS

Twin Hills Native Corporation

is entitled to a conveyance pursuant to sections 14(a) and 22(j) of the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat. 688, 702, 715; 43 U.S.C. 1601, 1613(a), 1621(j) (Supp. V, 1975)), of the surface estate in the following described lands:

Seward Meridian, Alaska (Unsurveyed)

T. 12 S., R. 64 W.

secs. 6 and 7, all;
secs. 18 and 19, all;
secs. 27 to 34, inclusive, all.

T. 12 S., R. 65 W.

secs. 1 to 5, inclusive, excluding the east fork of the Togiak River (Twin Hills River);
sec. 6, excluding the Togiak River;
secs. 7 to 30, inclusive, excluding the east fork of the Togiak River (Twin Hills River);
sec. 31, excluding Native allotment AA-7409;
sec. 32, excluding Native allotment AA-7414 and the east fork of the Togiak River (Twin Hills River);
secs. 33 to 36, inclusive, excluding the east fork of the Togiak River (Twin Hills River).

T. 13 S., R. 65 W.

secs. 2 to 11, inclusive, all;
secs. 14 to 23, inclusive, all;
secs. 26 to 36, inclusive, all.

T. 13 S., R. 66 W.

secs. 1 and 2, all;
secs. 3 and 4, excluding Tracts A and B of U.S. Survey 5580 and the east fork of the Togiak River (Twin Hills River);
sec. 5, excluding the Togiak River;
sec. 6, excluding Native allotment AA-6623 and the Togiak River;
sec. 7 (fractional), excluding the Togiak River;
sec. 8, excluding the Togiak River and the east fork of the Togiak River (Twin Hills River);
secs. 9 and 10, excluding Tracts A and B of U.S. Survey 5560 and the east fork of the Togiak River (Twin Hills River);
secs. 11 to 15, inclusive, all;
sec. 16, excluding the east fork of the Togiak River (Twin Hills River);
sec. 17 (fractional), excluding Native allotment AA-7330 and the east fork of the Togiak River (Twin Hills River):

Interim Conveyance No. 176

Date JAN 18

- sec. 18 (fractional), excluding U.S. Survey 878; the Togiak River and the east fork of the Togiak River (Twin Hills River);
- sec. 20 (fractional), excluding Native allotment AA-7330;
- sec. 21 (fractional), all;
- secs. 22 to 26, inclusive, all;
- secs. 27 and 28 (fractional), all;
- sec. 34 (fractional), excluding Native allotment AA-7415;
- secs. 35 and 36, all.

Aggregating approximately 65,906 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the above-named corporation the surface estate in the land above-described, TO HAVE AND TO HOLD the said estate with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said corporation, its successors and assigns, forever:

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391, 43 U.S.C. 945;
2. A right-of-way thereon for the construction of railroads, telegraph, and telephone lines, as prescribed and directed by the act of March 12, 1914, 38 Stat. 305, 43 U.S.C. 975(d);
3. The subsurface estate therein, and all rights, privileges, immunities, and appurtenances, of whatsoever nature, accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat. 688, 704; 43 U.S.C. 1601, 1613(f) (Supp. V, 1975)); and
4. Pursuant to section 17(b) of the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat. 688, 708; 43 U.S.C. 1601, 1616(b) (Supp. V, 1975)), the following public easements, referenced by easement identification number (EIN) on the easement maps in case file AA-6706-EE, are reserved to the United States and subject to further regulation thereby:
 - a. (EIN 1 C1, C5, D9) A continuous linear easement twenty-five (25) feet in width upland of and parallel to the mean high tide line in order to provide access to and along the marine coastline and use of such shore for purposes such as beaching of watercraft or aircraft, travel along the shore, recreation, and other similar uses. Deviations from the waterline are permitted when specific conditions so require, e.g., impassable topography or waterfront obstruction. This easement is subject to the right of the owner of the servient estate to build upon such easement a facility for public or private purposes, such right to be exercised reasonably and without undue or unnecessary interference with or obstruction of the easement. When access along the marine coastline easement is to be obstructed, the owner of the servient estate will be obligated to convey to the United States an acceptable alternate access route, at no cost to the United States, prior to the creation of such obstruction.

Interim Conveyance No. 076

Date JAN 13 1973

- b. (EIN 2 C1, C5, C6, D9, L) A streamside easement twenty-five (25) feet in width upland of and parallel to the ordinary high water mark on all banks of the navigable Togiak River from its mouth upstream, crossing Togiak village lands where the easement is identified as EIN 10 C6, C1, D9, D1, L, and continuing across Twin Hills village lands to the northern border of section 6, T. 12 S., R. 65 W., Seward Meridian. Purpose is to provide for public use of waters having highly significant present recreational use.
- c. (EIN 2a C1, C5, C6, D9, L) A streamside easement twenty-five (25) feet in width upland of and parallel to the ordinary high water mark on all banks of the navigable east fork of the Togiak River (Twin Hills River) from its mouth upstream to the northern border of section 4, T. 12 S., R. 65 W., Seward Meridian. Purpose is to provide for public use of waters having highly significant present recreational use.
- d. (EIN 3 C5, D9, L) A site easement upland of the ordinary high water mark in section 28, T. 13 S., R. 65 W., Seward Meridian, on the left bank of the Negukthlik River where trail EIN 5 C5 crosses the river. The site is one (1) acre in size with an additional twenty-five (25) foot wide easement on the bed of the river along the entire waterfront of the site. The site is for camping, vehicle use and staging.
- e. (EIN 4 D9) A streamside easement twenty-five (25) feet in width upland of and parallel to the ordinary high water mark on all banks of an easement on the entire bed of the Ungalikthlik River on the eastern border of section 36, T. 13 S., R. 65 W., Seward Meridian, downstream to the southern border of sections 35 and 36, T. 13 S., R. 65 W., Seward Meridian. Purpose is to provide for public use of waters having highly significant present recreational use.
- f. (EIN 5 C5) An easement for the existing Togiak to Manokotak access trail twenty-five (25) feet in width, identified as EIN 24 C5 as it crosses Togiak village lands and as EIN 5 C5 as it continues across Twin Hills village lands from the western boundary of section 6, T. 13 S., R. 66 W., Seward Meridian, easterly to public lands. The usage of roads and trails will be controlled by applicable State or Federal law or regulation.
- g. (EIN 6 C4, D9) A one (1) acre site easement upland of the ordinary high water mark in section 4, T. 13 S., R. 66 W., Seward Meridian, on the right bank of the east fork of the Togiak River (Twin Hills River) where existing trail EIN 5 C5 crosses the river. The site is for camping, vehicle use, and staging.
- h. (EIN 8 D9) A one (1) acre site easement upland of the ordinary high water mark in section 6, T. 13 S., R. 66 W., Seward Meridian, on the right bank of the Togiak River where existing trail EIN 5 C5 crosses the river. The site is for camping, vehicle use, and staging.

Interim Conveyance No. 076

Date JAN 13 1979

1. (EIN 9 C) The right of the United States to enter upon the lands hereinabove granted for cadastral, geodetic, or other survey purposes is reserved, together with the right to do all things necessary in connection therewith.
- j. (EIN 10 C) Easements for the transportation of energy, fuel, and natural resources which are the property of the United States or which are intended for delivery to the United States or which are produced by the United States. These easements also include the right to build any related facilities necessary for the exercise of the right to transport energy, fuel, and natural resources, including those related facilities necessary during periods of planning, locating, constructing, operating, maintaining, or terminating transportation systems. The specific location of these easements shall be determined only after consultation with the owner of the servient estate. Whenever the use of such easements will require removal or relocation of any structure owned or authorized by the owner of the servient estate, such use shall not be initiated without the consent of the owner of such improvement; provided, however, that the United States may exercise the right of eminent domain if such consent is not given. Only those portions of these easements that are actually in use or that are expressly authorized on March 3, 1996, shall continue to be in force.
- k. (EIN 11 D9) A site easement upland of the ordinary high water mark in sections 6 and 7, T. 13 S., R. 65 W., Seward Meridian, on the southwest shore of an unnamed lake. The site is three (3) acres in size with an additional twenty-five by one thousand (25 X 1000) foot extension along the shore on each side of site and a twenty-five (25) foot easement on the bed of the lake along the entire waterfront of the site and extensions. The site is for camping, vehicle use, and staging.

THE GRANT OF THE ABOVE-DESCRIBED LAND IS SUBJECT TO:

1. Issuance of a patent confirming the boundary description of the lands hereinabove granted after approval and filing by the Bureau of Land Management of the official plat of survey covering such lands;
2. Valid existing rights therein, if any, including but not limited to those created by any lease (including a lease issued under section 6(g) of the Alaska Statehood Act of July 7, 1958 (72 Stat. 339, 341; 48 U.S.C., Ch. 2, Sec. 6(g) (1970))), contract, permit, right-of-way, or easement, and the right of the lessee, contractee, permittee, or grantee to the complete enjoyment of all rights, privileges, and benefits thereby granted to him;
3. Airport lease AA-8212, containing approximately 106.2 acres, located in sections 3 and 10, T. 13 S., R. 66 W., Seward Meridian, issued to the State of Alaska, Division of Aviation, under the provisions of the act of May 24, 1928 (45 Stat. 728-729; 49 U.S.C. 211-214 (1970));

Interim Conveyance No. 076

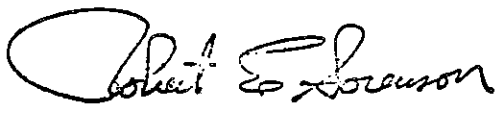
Date JAN 13 1973

AA-6706-A
thru
AA-6706-D

- 4. Requirements of section 14(c) of the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat. 688, 703; 43 U.S.C. 1601, 1613(c) (Supp. V, 1975)), that the grantee hereunder convey those portions, if any, of the lands hereinabove granted, as are prescribed in said section; and
- 5. The terms and conditions of the agreement dated January 18, 1977, between the Secretary of the Interior, Bristol Bay Native Corporation, Twin Hills Native Corporation, and other Bristol Bay village corporations. A copy of the agreement is hereby attached to and made a part of this conveyance document and shall be recorded therewith.

IN WITNESS WHEREOF, the undersigned authorized officer of the Bureau of Land Management has, in the name of the United States, set his hand and caused the seal of the Bureau to be hereunto affixed on this 13th day of January, 1978, in Anchorage, Alaska.

UNITED STATES OF AMERICA



Chief, Branch of Lands
and Minerals Operations

Interim Conveyance No. 076
Date JAN 13 1978

INTERIM CONVEYANCE

WHEREAS

Bristol Bay Native Corporation

is entitled to a conveyance pursuant to sections 14(f) and 22(j) of the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat. 688, 704, 715; 43 U.S.C. 1601, 1613(f), 1621(j) (Supp. V, 1975)), of the subsurface estate reserved to the United States in the hereinbelow identified interim conveyance of the surface estate in the following described lands:

INTERIM CONVEYANCE NO. 017

Seward Meridian, Alaska (Unsurveyed)

T. 12 S., R. 64 W.

secs. 6 and 7, all;
secs. 18 and 19, all;
secs. 27 to 34, inclusive, all.

T. 12 S., R. 65 W.

secs. 1 to 5, inclusive, excluding the east fork of the Togiak River (Twin Hills River);
sec. 6, excluding the Togiak River;
secs. 7 to 30, inclusive, excluding the east fork of the Togiak River (Twin Hills River);
sec. 31, excluding Native allotment AA-7409;
sec. 32, excluding Native allotment AA-7414 and the east fork of the Togiak River (Twin Hills River);
secs. 33 to 36, inclusive, excluding the east fork of the Togiak River (Twin Hills River).

T. 13 S., R. 65 W.

secs. 2 to 11, inclusive, all;
secs. 14 to 23, inclusive, all;
secs. 26 to 36, inclusive, all.

T. 13 S., R. 66 W.

secs. 1 and 2, all;
secs. 3 and 4, excluding Tracts A and B of U.S. Survey 5580 and the east fork of the Togiak River (Twin Hills River);
sec. 5, excluding the Togiak River;
sec. 6, excluding Native allotment AA-6623 and the Togiak River;
sec. 7 (fractional), excluding the Togiak River;
sec. 8, excluding the Togiak River and the east fork of the Togiak River (Twin Hills River);

Interim Conveyance No. 17

Date JAN 17 1978

AA-6706-A
thru
AA-6706-D

- secs. 9 and 10, excluding Tracts A and B of U.S. Survey 5580 and the east fork of the Togiak River (Twin Hills River),
- secs. 11 to 15, inclusive, all;
- sec. 16, excluding the east fork of the Togiak River (Twin Hills River);
- sec. 17 (fractional), excluding Native allotment AA-7330 and the east fork of the Togiak River (Twin Hills River);
- sec. 18 (fractional), excluding U.S. Survey 878; the Togiak River and the east fork of the Togiak River (Twin Hills River);
- sec. 20 (fractional), excluding Native allotment AA-7330;
- sec. 21 (fractional), all;
- secs. 22 to 26, inclusive, all;
- secs. 27 and 28 (fractional), all;
- sec. 34 (fractional), excluding Native allotment AA-7415;
- secs. 35 and 36, all.

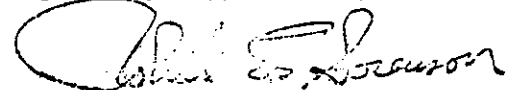
Aggregating approximately 65,906 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA unto the above-named corporation, the subsurface estate in the land above-described, TO HAVE AND TO HOLD the said estate with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said corporation, its successors and assigns, forever.

THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO all the easements and rights-of-way reserved in the aforementioned conveyance of the surface estate, and to valid existing rights, if any, in the said subsurface estate, including but not limited to those created by any lease (including a lease issued under section 6(g) of the Alaska Statehood Act of July 7, 1958 (72 Stat. 339, 341; 48 U.S.C. Ch. 2, Sec. 6(g) (1976)) contract, permit, right-of-way, or easement, and the right of the lessee, contractee, permittee, or grantee to the complete enjoyment of the lands, privileges, and benefits thereby granted to him, and the grant of the lands is further subject to the terms and conditions of the agreement dated January 18, 1977, between the Secretary of the Interior, Bristol Bay Native Corporation, Twin Hills Native Corporation, and other Bristol Bay village corporations. A copy of the agreement is hereby attached to and made a part of this conveyance document and shall be recorded therewith.

IN WITNESS WHEREOF, the undersigned authorized officer of the Bureau of Land Management has, in the name of the United States, set his hand and caused the seal of the Bureau to be hereunto affixed on this 13th day of January, 1978, in Anchorage, Alaska.

UNITED STATES OF AMERICA



Chief, Branch of Lands
and Minerals Operations

Interim Conveyance No. 077
Date JAN 15 1978

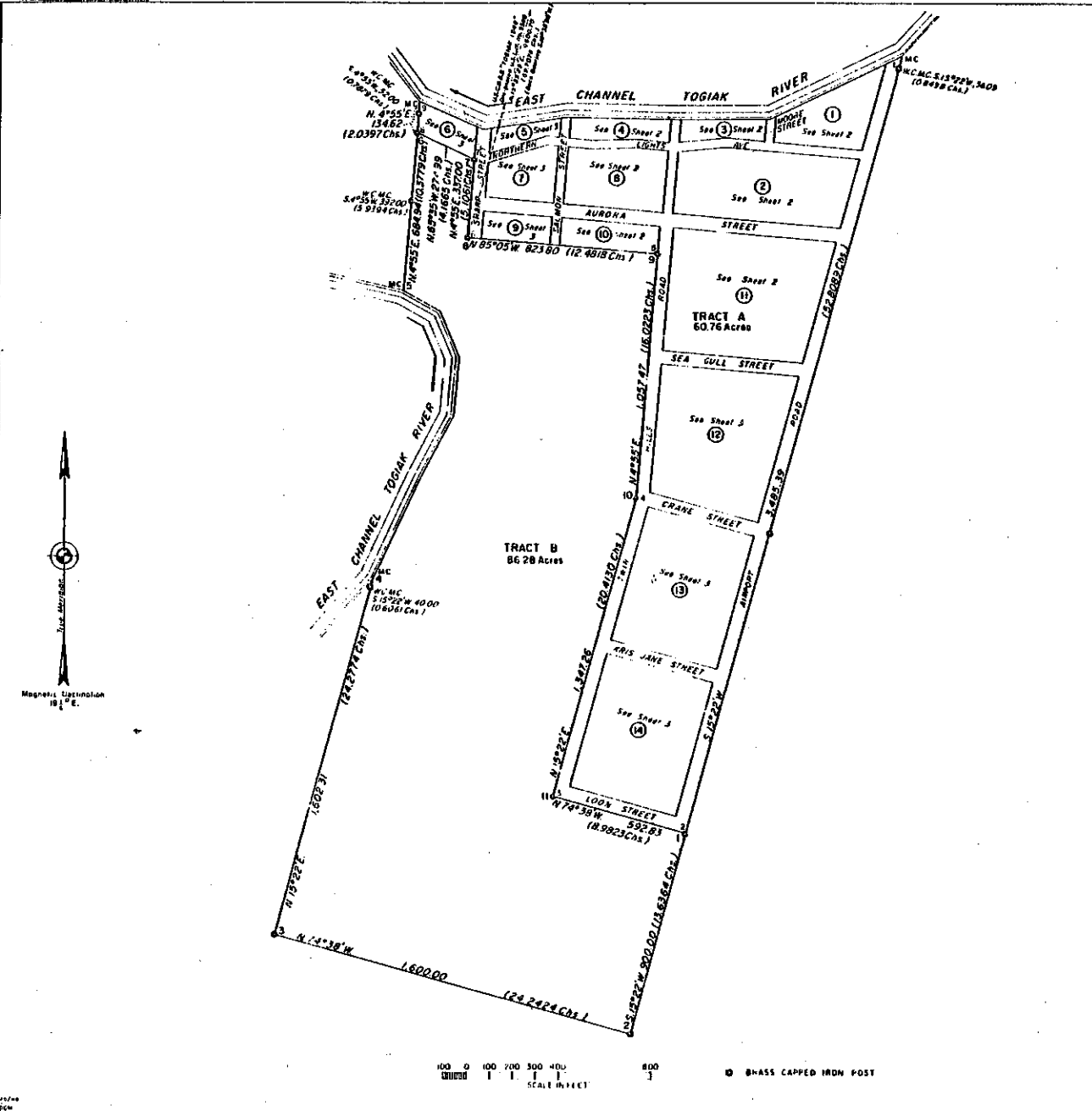
Officially Filed

DATE AUG 27 1971

T. 13 S. R. 66 W. S. 11

TRIPPLICATE ORIGINAL

Sheet 1 of 3 Sheets



**U.S. SURVEY
No. 5580, ALASKA
TWIN HILLS TOWNSITE
COMPRISING TRACTS A AND B**

LOCATED
ON THE LEFT BANK OF THE EAST CHANNEL
OF
THE TOGIAK RIVER

GEOGRAPHIC POSITION
AT
CORNER NO. 6, TRACT A
LATITUDE $59^{\circ} 04' 37''$ NORTH, LONGITUDE $160^{\circ} 17' 00''$ WEST
AND

ESTABLISHMENT OF U.S. LOCATION MONUMENT NO. 3580
(U.S.C. & G.S. STATION TOGIAK, 1948)

AREA: 147.04 ACRES

SURVEYED BY
MASON W. THAYER, CADASTRAL SURVEYOR

SEPTEMBER 24, 1971

UNDER SPECIAL INSTRUCTIONS

DATED

AUGUST 23, 1971

AND

APPROVED

AUGUST 27, 1971

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D.C. August 6, 1971

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director
Edward W. Fisher
Chief, Division of Cadastral Survey

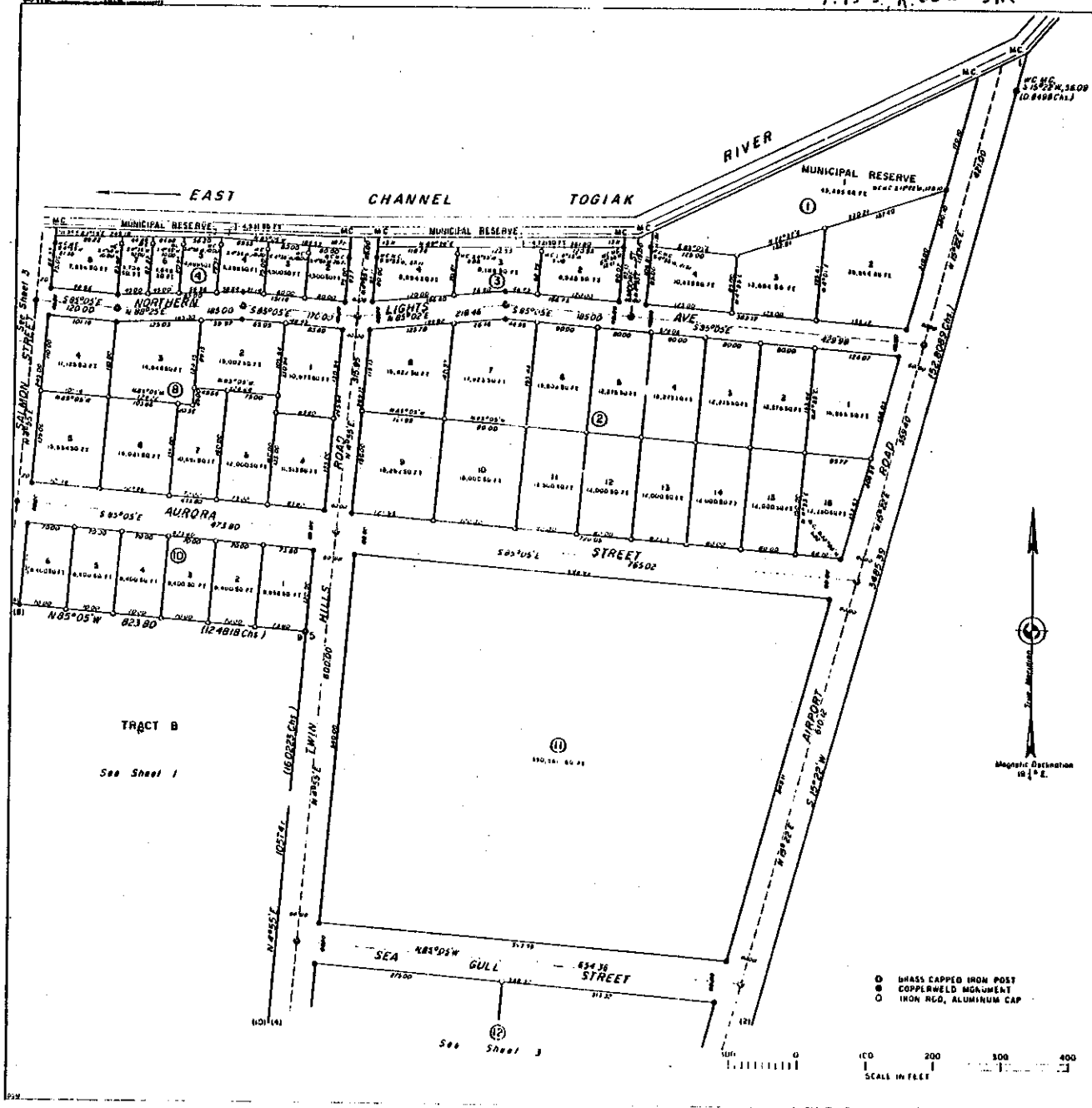
5

Officially Filed

DATE AUG 27 1975

T. 13 S. R. 66 W. 5M

TRIPPLICATE ORIGINAL
Sheet 2 of 3 Sheets



U.S. SURVEY
No. 5580, ALASKA
TWIN HILLS TOWNSITE
TRACT A

Reference should be made to Sheet No. 1 for survey information.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D.C. August 6, 1975

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

Director

Donald W. Holgate
Chief, Division of Cadastral Survey

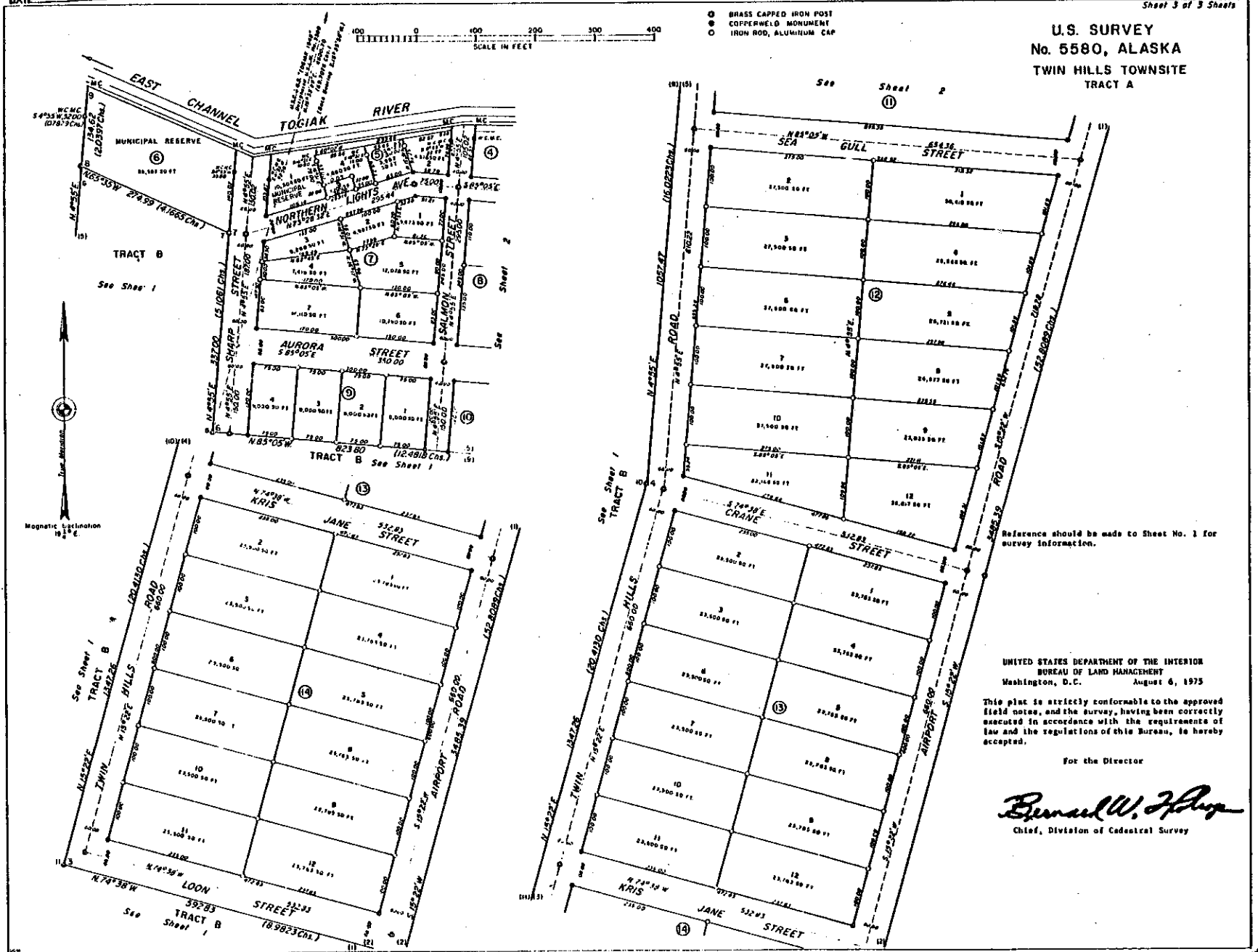
- BRASS CAPPED IRON POST
- COPPERWELD MONUMENT
- IRON ROD, ALUMINUM CAP

0 100 200 300 400
SCALE IN FEET

Officially Filed
DATE AUG 6 1975

T 13 S, R. 66 W, S14

TRIPPLICATE ORIGINAL
Sheet 3 of 3 Sheets



- BRASS CAPPED IRON POST
- COPPERWELD MONUMENT
- IRON ROD, ALUMINUM CAP

U.S. SURVEY
No. 5580, ALASKA
TWIN HILLS TOWNSITE
TRACT A

Reference should be made to Sheet No. 1 for survey information.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D.C. August 6, 1975

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Bernard W. Hoop
Chief, Division of Cadastral Survey

ADL 50574
OSL 655

Form 2560-4
(June 1971)
(formerly 2242-1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BOOK 20 PAGE 951
Bristol Bay Recording District

TRUSTEE DEED

THIS INDENTURE, made this 14th day of February, in the year of our Lord one thousand nine hundred and seventy-seven, by and between George E. M. Gustafson as trustee for the townsite of Twin Hills, U. S. Survey Number 5580, in the State of Alaska, party of the first part, and State of Alaska, Division of Lands, of 323 E. 4th Avenue, Anchorage, Alaska, party of the second part,

INDEX
BAP

WITNESSETH, That said party of the first part, as such trustee, by virtue of the power vested in and conferred upon him by the terms of section 11 of the Act of Congress approved March 3, 1891 (26 Stat. 1095), and the regulations thereunder and the patent issued to him thereon, and in consideration of the sum of XXXXXXXXXXXXXXXXXXXXXXXXXXXX dollars, the amount of the assessments upon the premises hereinafter described, the receipt of which is hereby acknowledged, by these presents does grant, convey, and confirm unto the said party of the second part and its successors all the following lot XXXX, piece XXXXX, and parcel XXXX of land situate in the townsite of Twin Hills, State of Alaska, described as follows, to-wit: All of Block Eleven (11), Tract "A", as shown on the official plat of U. S. Survey 5580, Twin Hills Townsite, as accepted by the Chief, Division of Cadastral Survey, for the Director, on August 6, 1975.

77-73
RECORDED - N.C.
Bristol Bay
March 24, 77
2:00 P.
A.S./DL
Title Administration Section
323 E. 4th Ave. Anch. AK 99501

According to the official plat of survey of said townsite, subject to rights and reservations in said patent expressed. To have and to hold the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, its successors forever.

IN WITNESS WHEREOF said party of the first part, as trustee, has hereunto set his hand and seal on the day and year first above written.

In the presence of:

Therese J. Thorsen
Mary J. Thorsen

(SEAL)
George E. M. Gustafson
George E. M. Gustafson
Trustee for the townsite of Twin Hills
_____, State of Alaska

STATE OF ALASKA:

BE IT REMEMBERED, That on this 14th day of February A.D. 1977, before me, a Notary Public, came George E. M. Gustafson, to me personally known to be the trustee of said townsite of Twin Hills, Alaska, and the identical person described in, and whose name is affixed to, the foregoing conveyance as grantor; and he acknowledged the execution of the same to be his voluntary act and deed as such trustee, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

(SEAL)
ORIGINAL

Kay F. Kletka
Kay F. Kletka
Notary Public for Alaska, residing at Anchorage, Alaska
My Commission expires June 4, 1978
CPO #36-107

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND AND WATER MANAGEMENT
323 E. Fourth Avenue
Anchorage, Alaska

ADL No. 80574 4-4

INTERAGENCY LAND MANAGEMENT ASSIGNMENT

The Division of Land and Water Management, Department of Natural Resources of the State of Alaska assigns to the Division of General Design, Department of Public Works

or its successors in function, hereinafter called Assignee, jurisdiction and management of the following described lands, including uplands, shorelands, tidelands, or submerged lands, or interest in land located in the State of Alaska, to wit:

All of Block Eleven (11), Tract 'A', as shown of the official plat of U.S. Survey 5580, Twin Hills Townsite, as accepted by the Chief, Division of Cadastral Survey, for the Director, on August 6, 1975.

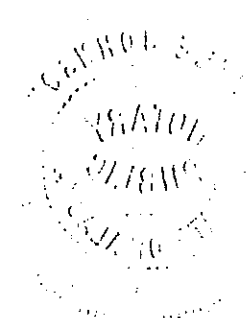


Exhibit "A" - Not Attached.

Said jurisdiction and management is subject to the stipulations hereto attached as Exhibit "A" and is being limited to the surface and so much of the subsurface as may be required in order to make use of the land for public purposes within the jurisdiction of the Assignee, and for so long as required for said public purposes. The right to construct, maintain, or improve and remove buildings, roads, airports, and works of any description, and to use or remove sand, gravel, timber, or other materials on or near the surface is expressly granted when such action is necessary in order to make use of

10-120 (25)
1/77

121 8-17-77 JF

8-17-77

the lands for any public purposes within the jurisdiction of the Assignee. The Division of Land and Water Management reserves jurisdiction and management of all other minerals including oil and gas in the above described land, provided, however, that the Division of Land and Water Management will not permit surface entry for the purposes of mineral or oil and gas exploration and development without the consent of the Assignee. Lands that are in excess of the Assignee's needs shall be returned to the management jurisdiction of the Division of Land and Water Management.

See attached Exhibit "A" - Not Attached.

Dated at Anchorage, State of Alaska, this 20th day of June, 19 77.

The Pasche
Commissioner
Department of Natural Resources

Theodore Smith
Director
Division of Land and Water Management
Department of Natural Resources

UNITED STATES OF AMERICA)
STATE OF ALASKA) ss.

This certifies that on the 20th day of June, 1977, before me a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Theodore Smith, to me known and known to me to be the person described in and who executed and acknowledged the foregoing instrument on behalf of the State of Alaska, as Director of the Division of Land and Water Management, Department of Natural Resources. The said Theodore Smith, after being duly sworn according to law, stated to me under oath that he is the Director of the Division of Land and Water Management, Department of Natural Resources and has authority pursuant to law to execute and acknowledge the foregoing instrument as such Director on behalf of the State of Alaska, acting through the Division of Land and Water Management, Department of Natural Resources and that he executed and acknowledged the same freely and voluntarily as the free and voluntary act and deed of the said State of Alaska and for the Division of Land and Water Management, Department of Natural Resources.

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

Gayle Johnson Cowley
Notary Public in and for the State
of Alaska
10/15777.

TRUSTEE PERMIT

from the

TOWNSITE TRUSTEE FOR TWIN HILLS TOWNSITE

to the

VILLAGE OF TWIN HILLS

WHEREAS the Village of Twin Hills has requested a Trustee Permit to construct a new generator plant within the Townsite of Twin Hills; and

WHEREAS the Village of Twin Hills by letter dated April 5, 1982, has approved the granting of the permit; and

WHEREAS title to the land is vested in the Townsite Trustee;

NOW THEREFORE, George E.M. Gustafson, Townsite Trustee for Twin Hills Townsite, hereby issues a Trustee Permit to the Village of Twin Hills to construct a new generator plant on Lot 9, Block 8, U.S. Survey 5580, Townsite of Twin Hills. The lot will be deeded eventually to the future City of Twin Hills.

George E.M. Gustafson

Effective date: April 8, 1982

cc:
Ms. Midge Clouse
Dept. of Comm. and Regional Affairs
State of Alaska
225 Cordova, Bldg. B
Anchorage, Alaska 99501

RECEIVED

APR 12 1982

Dept. of Comm. & Reg. Affairs
Div. of Local Government Assistance



BUREAU OF LAND MANAGEMENT

Alaska State Office
701 C Street, Box 13
Anchorage, Alaska 99513

2564 (932)
Twin Hills Ts.
USS 5580
Pending

⑥

August 10, 1981

Mr. Mike Cutter
Department of Community
and Regional Affairs
225 Cordova Street
Anchorage, Alaska 99501

Dear Mr. Cutter:

Unsubdivided Tract "B", U.S. Survey 5580, Twin Hills Townsite is the property of the Village of Twin Hills. It is being held in trust for the future City of Twin Hills. A portion of the Tract can be used for a fuel storage site. I have noted my records to that effect.

Sincerely yours,

George E. M. Gustafson
Townsite Trustee

RECEIVED

AUG 11 1981

Dept. of Comm. & Reg. Affairs
Div. of Local Government Assistance

ggk

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
701 C Street - Box 13
Anchorage, Alaska- 99513

TRUSTEE PERMIT

from the

TOWNSITE TRUSTEE FOR TWIN HILLS

TO THE

STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

WHEREAS the Department of Transportation and Public Facilities, State of Alaska, has requested a construction permit for road construction, identified as Twin Hills Road; and

WHEREAS the Village of Twin Hills, by Resolution No. 80-04 on April 4, 1980, has approved granting the construction permit; and

WHEREAS title to the land is vested in the Trustee;

NOW THEREFORE, George E. M. Gustafson, Townsite Trustee for Twin Hills Townsite, hereby issues a Trustee Permit to the Department of Transportation and Public Facilities, State of Alaska, for road construction identified as Twin Hills Road, as shown on the portion of the U.S.G.S. Quad. of Lower Kalskag, a copy of which is on file in this office.

George E. M. Gustafson
Townsite Trustee

Effective 5/2/80

cc:
Village of Twin Hills
Twin Hills, Alaska 99576

932:GGustafson:tb:5/2/80:x5734

MEMORANDUM OF AGREEMENT
BETWEEN
THE INDIAN HEALTH SERVICE
AND
THE VILLAGE OF TWIN HILLS, ALASKA

PROJECT NO. AN-77-164
PUBLIC LAW 86-121

MEMORANDUM OF AGREEMENT
BETWEEN
THE INDIAN HEALTH SERVICE
AND
THE VILLAGE OF TWIN HILLS, ALASKA

PROJECT NO. AN-77-164
PUBLIC LAW 86-121

THIS AGREEMENT is made between the United States government, acting through the Indian Health Service, part of the U.S. Public Health Service, hereinafter referred to as the IHS, under and pursuant to the provisions of Public Law 86-121 (OMB No. 13.229) and the Village of Twin Hills, Alaska, acting through the Village Council, hereinafter referred to as the Village.

WHEREAS, the Village is desirous of obtaining satisfactory water supply and adequate waste disposal facilities; and

WHEREAS, the Village acting through the Village Council, by a Project Proposal to the IHS, requested assistance under Public Law 86-121 in developing sanitation facilities for the Natives of Twin Hills, Alaska; and

WHEREAS, the IHS is desirous of assisting in the installation of water supply and waste disposal facilities for the Natives of Twin Hills, Alaska.

NOW THEREFORE, in order to carry out the projects as set forth in the attached Project Summary entitled "Sanitation Facilities Construction, Village of Twin Hills, Alaska the parties mutually agree:

VILLAGE CONTRIBUTION AND OBLIGATIONS:

1. That the Village will provide without cost to the IHS a liaison person to work with the Project Engineer and/or supervisor at Twin Hills to coordinate the conduct of Native participation under this agreement, including active promotion of attendance of Native members in the fulfillment of labor responsibilities by the Village under this Agreement.
2. That the Village, at the start of construction, will identify and appoint two reliable residents to serve as operator and assistant operator of the water supply and waste disposal system. They should be employed as part of the work force during construction so they will know how the facilities are constructed. For the hours that they work on the project, they should be paid at the specified labor rate from project funds. Upon completion of the project, they will become employed by the Village as system operators. These individuals will be further trained to operate and maintain the facilities for the benefit of the community.
3. That the Village will provide necessary gravel in quality and amounts determined necessary by the Project Engineer, from the Twin Hills gravel pit. Sufficient gravel will be provided to construct the water and sewage project in Twin Hills. This includes, but is not limited to, gravel for the purpose of:
 - a) Building a pad 50'X50' for a 60,000 gallon steel water storage tank.
 - b) Constructing foundations for a 24'X24' pumphouse and a 20'X30' garage.
 - c) Constructing dikes for a 200'X200' lagoon and the access road to the lagoon.
 - d) Backfilling trenches for water and sewer mains and water and sewer service lines.
4. That the Village will provide without cost to the IHS any construction equipment that the Village has available at the time of construction. Requests to utilize this equipment shall be submitted by the Project Foreman at least three days prior to the day of anticipated use. Where possible, long range scheduling

for use of the equipment would be accomplished by the Project Foreman. This should eliminate conflicts with other potential users of the above mentioned equipment.

5. That the Village will contribute, without cost to the IHS, 25 percent of the cost of the labor (based on current Davis-Bacon wage rates) necessary to provide the Village with water, sewage, and solid waste facilities. This shall include, but is not limited to the following:

- a. Install 7,500 feet of 3" PVC water main;
- b. Build a pumphouse and water treatment building;
- c. Install 2,500 feet of 6" sewer main;
- d. Construct a 3/4 acre lagoon and the access road to this lagoon;
- e. Install plumbing in those houses needing plumbing;
- f. Install water and sewer service lines;
- g. Install septic tanks and drainfields;
- h. Construct an equipment maintenance building;
- i. Develop a solid waste disposal site and the access road to it.

6. That the Village shall provide the administration to perform the necessary bookkeeping and payroll management for the Village labor force on this project. The costs of labor shall be determined from the prevailing Davis-Bacon wage rates. IHS will provide an amount equal to 75% of this cost. The actual amount paid to the employees will be determined by the Village Council. Any wages or cost of fringe benefits over the amount provided by IHS must come from Village funds or in-kind contributions by the Village.

7. That the Village will deposit all funds received for labor payments on this project in a separate bank account, insured by the Federal Deposit Insurance Corporation, and use these funds solely for the purpose of paying for labor or previously agreed on materials or equipment required to construct the sanitation facilities. The Village will obtain approval from the IHS prior to making any

2-4

payments or purchases. The Village will maintain complete payroll records, withhold Federal and State income taxes, transfer the withheld funds to the appropriate governmental taxing agencies, issue paychecks every two weeks, and furnish copies of payrolls, time sheets, or receipts substantiating expenditures of funds to the Project Engineer at his request. Funds for Workman's Compensation and liability insurance, having been included in the labor costs, must be provided by the Village for project employees. The Village shall, if the Village Council so decides, make payroll deductions for Social Security benefits, and deposit them with the State. Funds not utilized for the above purposes will be returned to the IHS upon completion of the project.

8. That the Village provide at no cost to the IHS or its representatives adequate field office facilities for the Project Supervisor. This building will be an existing village building of approximate size 12'X16'. This building will be suitable for the safe storage of project materials. This facility must include an area which will protect materials from pilferage and weather and an outside area (150'X150') with sufficient room for the larger, more resistant materials. The office and storage facilities must be available for the duration of the construction period.

INDIAN HEALTH SERVICE CONTRIBUTION:

9. That the IHS will provide, without charge to the Village all materials, supplies, equipment, and technical supervision required for the installation and/or modification of adequate sanitation facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement.

8-2

10. That the IHS will contribute to the Village a cash sum equal to 75 percent of the cost of all labor, exclusive of Project Supervisors, required for construction of the proposed facilities, up to a total not to exceed \$200,000. The cost of labor upon which this contribution is based is to be determined from the prevailing Davis-Bacon wage rates currently in effect. Such contributions will be paid over to the Village in accordance with a schedule to be mutually agreed upon. The Village will deposit the contributed funds in a separate bank account from all other Village funds. Disbursements from this separate account shall be limited to payment of labor, Social Security, Workman's Compensation, and liability insurance, or for previously agreed upon equipment or materials required for the construction of the project. NOTE: No equipment or supplies will be purchased without prior express approval for the use of the funds by the OEH Project Engineer. Time records of the employees shall be kept by the IHS Project Supervisor and submitted to the Village Council at two week intervals. Copies of all time records, payroll records, and tax reports shall be submitted to the Project Engineer no later than 30 days after the end of each quarter year.

11. That the IHS will provide and compensate at no cost to the Village a qualified Project Supervisor to direct the work under this Agreement. This supervisor shall work under the direction of and be responsible to the Project Engineer.

12. That the IHS will provide without charge to the Village instructions on the proper utilization, maintenance, operation, and protection of the facility provided for herein, including an Operations and Maintenance Manual.

PERMISSION TO ENTER VILLAGE LANDS:

13. That the Village hereby grants permission for the IHS to enter upon or cross Village land for the purpose of carrying out the project outlined in the Project Summary and provided for in this agreement.

14. That the Village will obtain and provide to the IHS all rights-of-way on or over public or private land within the Village as in the judgement of the Project Engineer may be necessary for the provision and operation of any facilities provided for in this Agreement, and waives all claims for compensation in damage therefor.

TRANSFER OF FACILITIES:

15. That in consideration of the contributions made and the responsibilities undertaken by the Village, upon completion of the project, the IHS will transfer to the Village, without costs, all facilities and appurtenances including all materials, supplies, and equipment provided for and/or incorporated in such facilities pursuant to this agreement.

16. That the Village hereby agrees to accept the transfer of such facilities and to operate, maintain, and repair such facilities as the property of the the Village so as to keep the facilities in an effective operating condition. This includes, but is not limited to, paying the salary for an operator, paying the cost of all electricity, fuel, repair, and maintenance required by the system.

SERVICE CHARGES AND HEALTH ORDINANCES:

17. That the Village will establish service charges as are necessary to sustain the operation, maintenance, and repair of the community water supply and waste disposal systems, and collect such charges from the individuals served by the systems.

18. That the Village agrees to enact and enforce appropriate ordinances and regulations necessary to govern the use of the community water supply and waste disposal systems.

PROJECT SCHEDULE:

19. That it is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as possible in accordance with the schedule of the IHS Project Engineer.

PROJECT SUPERVISION:

20. That all the foregoing work will be performed under and in accordance with the technical direction of the IHS Project Engineer and/or Project Supervisor.

IN WITNESS WHEREOF, the parties have subscribed their names.

FOR THE VILLAGE OF TWIN HILLS, ALASKA

5/18/77
Date

George J. Pleasant sr.
President, Village Council of Twin Hills,
Alaska, having been duly authorized to
enter into this agreement on behalf of
the Village of Twin Hills, Alaska, as
evidenced by the attached copy of the
Resolution made by the Village of Twin
Hills, Alaska

RECOMMENDED APPROVAL

5/23/77
Date

Henry F. Warden III
Henry F. Warden III, Chief
Area General Services Branch

FOR THE INDIAN HEALTH SERVICE

5/23/77
Date

G. H. Ivey
G. H. Ivey, Director
Alaska Area Native Health Service
Public Health Service, Department of
Health, Education, and Welfare

B-1

RESOLUTION

OF

WHEREAS, the Tuntutuliak Council, hereinafter called the Council, is the governing body of Tuntutuliak, Alaska, and

WHEREAS, said Council is desirous of aiding the Indian Health Service, hereinafter called the Service, in providing adequate sanitation facilities for the residents of Tuntutuliak, and

WHEREAS, said Council has a duly authorized Committee to represent it in matters concerning Tuntutuliak.

NOW THEREFORE, be it resolved that said Council hereby authorizes the Committee to enter into agreements with the Service on behalf of Tuntutuliak concerning the provisions and transfer of sanitation facilities for Tuntutuliak, and

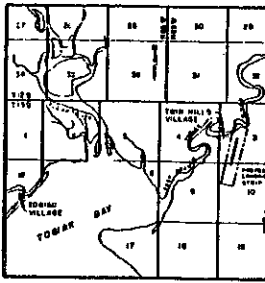
BE IT FURTHER RESOLVED that said Council will cooperate with the provisions of any agreement entered into by the Council's Committee and the Service, and they will be duly carried out.

I, the undersigned, hereby certify that the Council is composed of 5 members, of whom 4 constituting a quorum were present at a meeting duly and regularly called, noticed, convened, and held this 18th day of May, 1977; and that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 4 members, and that said Resolution has not been rescinded or amended in any way.

DATED this 18th day of May, 1977.

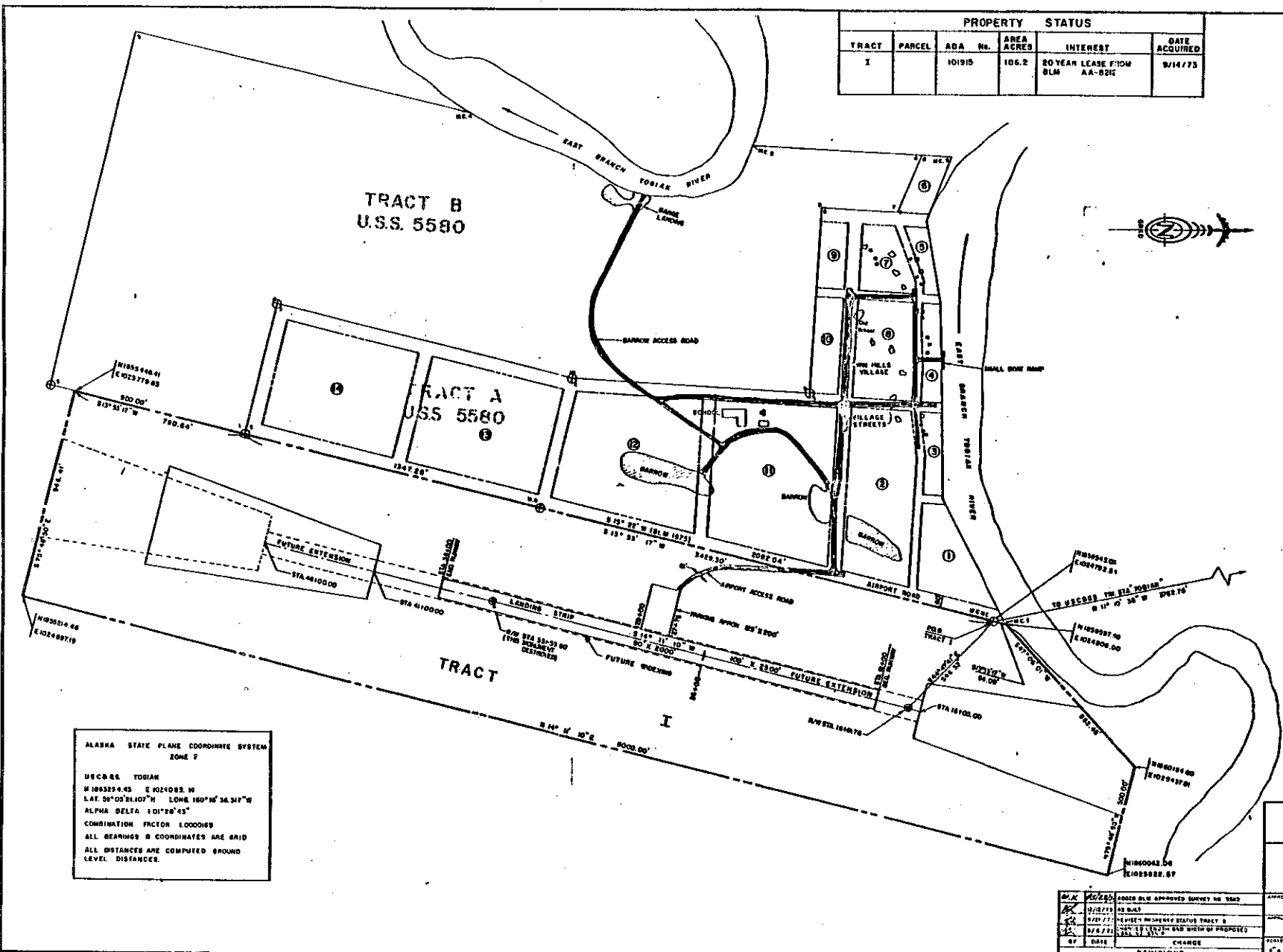
SIGNED: Robert W. Johnson
Secretary

PROPERTY STATUS					
TRACT	PARCEL	ADA No.	AREA ACRES	INTEREST	DATE ACQUIRED
I		101915	106.2	20 YEAR LEASE FROM BLM AA-826	8/14/73



VICINITY MAP
SCALE: 1/4 MILE
PROTRACTED T 13 S, R 66 W
SEWARD DENOMIN, ALASKA

- LEGEND
- A.S.A. MONUMENT SET, 3/4" IRON PIPE
 - ⊙ MONUMENT SET (BLK. BRASS CAP, 10")



ALASKA STATE PLANE COORDINATE SYSTEM
ZONE 7

USC886 TOWAR
N 1065254.43 E 1021083.10
LAT 59°00'21.07" N LONG 160°07'34.51" W
ALPHA DELTA EDI 29°43"
COMBINATION FACTOR 1.000069
ALL BEARINGS & COORDINATES ARE GRID
ALL DISTANCES ARE COMPUTED SHOWN
LEVEL DISTANCES.

NOTES:

1 THE PLAN WAS COMPILED FROM FIELD NOTES OF A DA SITE SURVEY OF JULY 1970, FIELD BOOK NUMBERS 818 & 819 AND APPROVED U.S. SURVEY NO. 8590, ALASKA.

PRINTED
MAY 13 1982

Department of Transportation
and Public Facilities

STATE OF ALASKA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF AVIATION
TWIN HILLS AIRPORT

PROPERTY PLAN

NO.	DATE	REVISIONS	BY	DATE	REVISIONS	BY
1	12/73	AS BUILT	J.C.			
2	12/73	CHANGED STATUS TRACT B	J.C.			
3	12/73	CHANGED STATUS TRACT B	J.C.			
4	12/73	CHANGED STATUS TRACT B	J.C.			

12/73 AS BUILT

Form 2235-1
(July 1966)
(formerly 4-455)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office
Anchorage

Serial Number
AA-8212

PUBLIC AIRPORT LEASE

This indenture of lease, entered into this 14th day of September, 1973, by and between the UNITED STATES OF AMERICA, hereinafter called the lessor, acting in this behalf by the Chief Adjudicator Alaska State Office, Bureau of Land Management and State of Alaska, Department of Public Works, Division of Aviation

hereinafter called the lessee, under, pursuant, and subject to the terms and conditions of the Act of May 24, 1928 (45 Stat. 728; 49 U.S.C. 211-214); as amended, and the regulations thereunder (43 CFR 2235.1 et seq.):

WITNESSETH:

Sec. 1. That the lessor, in consideration of rents to be paid and the covenants to be observed, as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege of maintaining an airport on the following-described land, to-wit: (See Attachment "A" which is attached hereto and made a part hereof.)

containing approximately 106.2 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary as an airport for the accommodation of the public for a period of 20 years and, if at the end of said period, the lessor shall determine that a new lease should be granted, the lessee herein will be accorded a preference right thereto upon such terms and for such duration as may be fixed by the lessor.

Sec. 2. For and in consideration of the foregoing, the lessee hereby agrees:

- (a) To establish a public airport on said tract and to maintain such airport during the life of this lease.
- (b) To pay the lessor each year in advance the annual rental required under Sec. 3(a) of this lease.
- (c) To complete the construction facilities for service, fuel, and other supplies necessary to make the land available for public use as an airport within six months from the execution of this lease.
- (d) At all times to keep the airport equipped and maintained in accordance with the requirements made by the Federal Aviation Agency.
- (e) That all departments and agencies of the United States operating aircraft shall have free and unrestricted use of the airport. With the approval of the lessor, any department or agency shall have the right to erect and install thereon such structures and improvements as are deemed advisable, including facilities for maintaining supplies of fuel, oil, and other materials for operating aircraft.
- (f) That whenever the President may deem it necessary for military purposes, the Secretary of Defense may assume full control of the airport.
- (g) Not to allow the use of the premises included in this lease for unlawful purposes or for any purpose not in harmony with the proper use as an airport.
- (h) That authorized representatives of the lessor or the Federal Aviation Agency shall at any time have the right to enter the leased premises for the purpose of inspection and shall have free access to the books containing records of operations under authority of this lease.
- (i) Not to assign or sublet this lease without the consent of the lessor, and to submit for consideration all assignments made, subject to his approval.
- (j) To submit to the Federal Aviation Agency, for its approval, regulations to govern the use of an airport.

(k) Equal Opportunity clause. During the performance of this contract, the lessee agrees as follows:

- (1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the

When Federal Aviation Agency is referred to herein, substitute therefor Federal Aviation Administration.

Bristol Bay Recording District

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the lessee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

Sec. 3. It is understood and agreed:

(a) That the rental charge for the first three years shall be dollars per annum, that the charge shall be subject to reconsideration and revision at three-year intervals; that the lessee shall

IN WITNESS WHEREOF
State of Alaska
Department of Public Works
Division of Aviation

By: 
Director (Signature of Lessee)

WITNESSES TO SIGNATURE OF LESSEE

submit a report to the lessor showing the facts as to the gross receipts within 90 days after each anniversary date of the lease; that in the event the average annual gross receipts exceed \$5,000, the rentals for the succeeding interval intervals may be increased to such reasonable amount be fixed by the lessor but not exceeding one percent of such average, and that due consideration will be given in fixing the rentals to all pertinent facts and circumstances, including other holdings of the lessee, if any, in connection with which the receipts are obtained.

(b) That rates and prices for accommodation and service may be fixed by the lessor, whenever it is deemed necessary.

(c) That if the lessee shall fail to: (1) use the premises or any part thereof, for a purpose inconsistent with the use contemplated herein; (2) pay the annual rental or any part thereof; (3) comply with the provisions of this lease; (4) maintain the premises in accordance with the requirements of the Federal Aviation Agency, the lessor, in its discretion may terminate and cancel this lease.

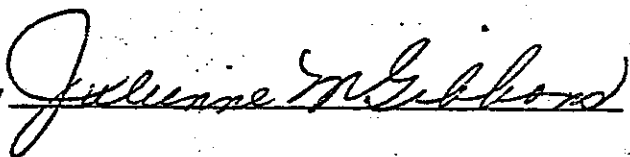
(d) That upon the termination of this lease, by expiration or forfeiture, or whenever the United States may claim the right of possession as herein provided, the lessee agrees to surrender to it possession of the premises and to comply with such provisions and conditions respecting the removal of improvements and equipment on the property as may be made by the lessor.

Sec. 4. It is further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18, U.S.C. Secs. 431-433, relating to contracts, enter into a part of this lease, so far as the same may be applicable.

Sec. 5. See Attachment "B" which is made a part hereof.

Sec. 6. See Attachment "C" which is made a part hereof.

THE UNITED STATES OF AMERICA

By: 

Acting Chief Adjudicator

[SEAL]

NOTE: If this lease is executed by a corporation, it must bear the corporate seal

ATTACHMENT "A"

Commencing at the true point of beginning, which has coordinates of N 1,859,543.05 and E 1,024,792.54, Alaska Coordinate System, Zone 7, and is common to Witness Corner Meander Corner 1 of Tract A of Unapproved U.S. Survey No. 5580, Alaska, and from which USC&GS Triangulation Station "Togiak" bears N. $11^{\circ}10'38''$ W. a distance of 3,762.76 feet;

thence S. $13^{\circ}53'17''$ W. a distance of 3,429.30 feet along the common boundary with Tract A of Unapproved U.S. Survey No. 5580 to a point, being common with Corner No. 2 of said Tract A, continuing S. $13^{\circ}53'17''$ W. a distance of 790.64 feet along the common boundary with Tract B of Unapproved U.S. Survey No. 5580 to a point; said point being N. $13^{\circ}53'17''$ E. a distance of 109.36 feet from Corner No. 2 of said Tract B;

thence S. $75^{\circ}48'50''$ E. a distance of 946.41 feet to a point;

thence N. $14^{\circ}11'10''$ E. a distance of 5,000.00 feet to a point;

thence N. $75^{\circ}48'50''$ W. a distance of 500.00 feet to a point;

thence S. $47^{\circ}06'01''$ W. a distance of 862.46 feet to a point, being common to Meander Corner No. 1 of Tract A, Unapproved U.S. Survey No. 5580;

thence S. $13^{\circ}53'17''$ W. a distance of 56.09 feet to the true point of beginning.

This tract having an area of 106.2 acres, more or less.

ATTACHMENT B

Section 5:

(a) The lessee covenants and agrees that it will comply with the provision of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for the purposes designated in this lease, or for another purpose involving the provisions of similar service or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program for which the lessee received Federal financial assistance by this lease. This assurance shall obligate the lessee, or in the case of transfer of the property granted herein, any transferee, for the period of this lease.

(b) The lessee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in the lease or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that it will comply with the provisions of paragraph (a) hereof.

(c) The lessee agrees that the right is reserved to the Department of the Interior to declare the terms of this lease terminated in whole or in part and to revert in the United States full title to the property conveyed herein, in the event of a breach of the non-discrimination provisions contained in paragraph (a) hereof during the term of this lease.

(d) The lessee agrees that as long as the property conveyed hereby is used for the purpose designated in this lease or for another purpose involving the provision of similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this lease.

(e) The lessee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph (a), the United States may seek judicial enforcement of such requirements.

(f) The assurances and covenants required by paragraphs (a) through (e) above shall not apply to ultimate beneficiaries under the program for which this lease is issued. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1965 edition).

(g) The lessee agrees that it will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility leased.

ATTACHMENT "C"

Special Stipulations

1. The lessee shall construct initially an overlay road from the "North Barrow Site" to the barge landing to prevent creation of parallel trails and possible ruts. Construction of such a road will prevent unnecessary surface disturbance and provide a road from the barge landing to the village for hauling freight and supplies - mainly fuel oil for the school.
2. The lessee shall extract gravel from the south end of the "North Barrow Site" which will preclude surface disturbance near the school grounds. Revegetation of the disturbed areas on the "North Barrow Site" may not be necessary since the village roads on the airport will need a material source for future repairs. However, when gravel areas in the "North Barrow Site" are depleted, they must be revegetated.
3. Construction for the airport and roads will be by the overlay construction method since this method will allow only a minimum of surface disturbance. Culverts will be used where needed along low-lying areas of the road to prevent impoundment of water.
4. The depth of fill for the airstrip will be increased as necessary to accommodate potential settling and deteriorating of the runway surface and thereby avoid a safety hazard.

RECORDED - FILED
Bristol Bay REC. DIST.
DATE <u>4-2</u> , 19 <u>71</u>
TIME <u>9:20</u> AM
Requested by <u>B.L.M.</u>
Address <u>555 Cordova St.</u> <u>Anchorage, Alaska</u>

(11)

STATE OF ALASKA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF AVIATION

FREE LAND USE PERMIT

ADA- 03154

THIS INDENTURE, made this 19th day of July, 19 77 by and between the State of Alaska, Department of Public Works, Division of Aviation, (hereinafter referred to as the Permitter), and Twin Hills Village Council (hereinafter referred to as the Permittee), whose address is Twin Hills, Alaska

WITNESSETH:

WHEREAS, the Permitter owns and operates the Twin Hills Airport, located near Twin Hills, Alaska; and

WHEREAS, the Permittee desires to construct and operate a municipal water supply storage tank and buried recirculating water transmission lines on the Twin Hills Airport; and

WHEREAS, the Permitter agrees that use of the area for the purpose stated is compatible with airport operations

NOW, THEREFORE, the parties hereto agree as follows:

The Permitter in consideration of the provisions and the performance of all the covenants herein contained by the Permittee, does hereby demise and grant to the Permittee a permit on the following described property (hereinafter referred to as the Premises), located at Twin Hills Airport, (hereinafter referred to as the Airport) in the Bristol Bay Recording District, Alaska to wit:

A 100' x 100' parcel of land, together with a buried recirculating water transmission line right-of-way, 10 feet in width and approximately 130 feet in length on the Twin Hills Airport as shown on Exhibit "A", Sheet 1 of 1, dated 4/5/77, and Exhibit "B", Sheet 1 of 1, dated 4/5/77, attached hereto and made a part hereof Together with the right of ingress to and egress from said property for the purpose of constructing, operating, and maintaining a municipal water supply storage tank and buried recirculating water transmission lines.

The term of this permit shall begin on 15th day of June 1977, and shall continue indefinitely so long as the premises are used for the above stated purposes unless cancelled as herein provided.

GENERAL COVENANTS

1. Except as provided herein, any regular use of land or facilities without the written consent of the Permitter is prohibited. This prohibition shall not apply to use of areas designated by the Permitter for specified public uses such as, but not necessarily limited to: passenger terminals, automobile parking areas, roads and streets.

2. Solicitation of donations, begging, panhandling, loitering, or the promotion or operation of any part or kind of business or commercial enterprise upon, in or above airport lands without the written consent of the State is prohibited.

3. The Permittee agrees not to assign this permit or any part thereof, nor let, nor sublet, either by grant or implication, the whole or any part of the premises without written consent of the Permitter.

4. The Permittee agrees to keep the premises clean and in good order at his own expense, suffering no strip or waste thereof, nor removing any material therefrom without written permission of the Permitter. At the expiration of the term fixed, or any sooner termination of the permit, the Permittee will peaceably and quietly quit and surrender the premises to the Permitter.

5. Building construction shall be neat and presentable and compatible with its use and surroundings. Prior to placing of fill material and/or construction of any building or facility on the premises, the Permittee must submit detailed drawings of proposed development of the property and, if a building is contemplated, comprehensive architectural drawings showing the location of all proposed utility lines, front, side, and plan elevation views of the proposed structure, materials to be used, dimensions, elevations, and all data subsequently requested by the Permitter, who shall review and approve, if satisfactory, in writing all major permanent improvements.

6. At the expiration of this permit, if the Permittee desires a renewal, he shall within thirty (30) days before the expiration make application in writing for a renewal, certifying under oath as to the character of all improvements existing on the land, facilities, properties, or interests therein, the purpose for which he desires a renewal and such other information as the Permitter may require. Such application, when fully conforming to the requirements herein stated, will extend the permit until such time as the Permitter gives written notice to the Permittee that: (1) the request for renewal has been granted; or (2) the request for renewal has been rejected, stating the reasons for such rejection.

7. Should default be made in any of the covenants or conditions contained in this lease, the Permitter, agent or attorney, may re-enter and take possession of the premises, remove all persons therefrom, and upon written notice terminate the permit, if deficiency is not cured within said thirty (30) days.

8. No building or facilities shall be placed within ten (10) feet of the boundary line of any lot held by a Permittee; provided, however, that where two or more lots held by the Permittee are contiguous the restriction in this condition shall apply only to the boundary lines separating such property from other airport property, and not to a common boundary line between contiguous parcels of land held by the Permittee.

9. No building or other permanent structure shall be placed within fifty (50) feet of the property line fronting a landing strip, taxiway or apron without the written approval of the State. This area shall be used for parking aircraft only.

10. All written notices required by this permit shall be sent by Registered or Certified Mail or delivered personally to the last address on record in the files of the Permitter.

11. The offer to grant this permit is made subject to applicable laws and regulations of the State of Alaska and may be withdrawn without notice at any time after thirty (30) days from submission thereof unless within such thirty (30) days the Permittee executes and returns the permit to the Permitter.

12. The interests transferred or conveyed by this permit are subject to any or all of the covenants, terms or conditions contained in the instruments conveying title or other interests to the Permitter.

13. Permitter shall have the right, at all reasonable times, to enter the premises, or any part thereof, for purposes of inspection.

14. Permittee covenants to save the Permitter harmless from all actions, suits, liabilities or damages resulting from or arising out of any acts of commission or omission by the Permittee, his agents, employees or customers, or arising from or out of the Permittee's occupation or use of the premises demised or privileges granted.

15. The Permittee covenants and agrees that it will not, on the grounds of race, color, religion, national origin, ancestry, age or sex, discriminate of permit discrimination against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by Federal or State law or regulations promulgated thereunder. The Permittee recognizes the right of the Permitter to take such action to enforce such covenant as it deems necessary or as it is directed pursuant to any Federal or State law or regulation.

16. The Permitter reserves the right to grant and control easements in, on or above the premises. No such grant or easement will be made that will unreasonably interfere with the Permittee's use of the land.

17. The Permitter may modify this permit to meet revised requirements of Federal or State grants, or to conform to the requirements of any revenue bond covenant to which the Permitter is a party; provided that, in the case of modification to conform to the requirements of any revenue bond covenant the modification may not act to reduce the rights or privileges granted the Permittee by this permit nor act to cause the Permittee financial loss.

18. Unless otherwise provided in a valid permit agreement, improvements owned by a Permittee on airport lands shall, within sixty (60) days after the expiration, termination or cancellation of the lease, be removed by him; provided that, in the opinion of the Permitter, such removal will not cause injury or damage to the lands; and further provided, that the Permitter may extend the time for removing such improvements in cases where hardship is shown to its satisfaction, provided application for extension has been made in writing and received within said sixty (60) day period.

19. This permit is issued subject to all provisions and requirements of the laws and regulations of the State of Alaska relating to leasing of airport lands and granting of privileges the same as though they were set forth in full over the signatures of the contracting parties.

20. If any term, provision, condition or part of this permit is declared by the Legislature or a court of competent jurisdiction of the State of Alaska to be invalid or unconstitutional, the remaining terms, provisions, conditions or parts shall continue in full force and effect as though such declaration was not made.

21. The Permittee shall, within thirty (30) days after completion of any improvements placed upon or in the land described herein, deliver to the Permitter at least three copies of asbuilt drawings showing the location and construction specifications of said improvements; furthermore, if Permittee's improvement is underground, Permittee shall appropriately mark the surface of the land with a stake or otherwise identify the type of underground installation and its location.

22. The Permittee will not install any radio transmitting equipment without the written approval of the Permitter, and will discontinue upon the request of the Permitter the use of any machinery or installation causing interference to the State or United States Government radio receiving or transmitting equipment until the cause of such interference is eliminated. The providing of said written approval shall be contingent upon there being no indication or belief that such an installation would be harmful to airport operations, or interfere with State or United States Government radio receiving or transmitting equipment.

23. The Permittee shall at his own expense, maintain and keep in force during the term of this permit, adequate insurance to protect both the Permitter and the Permittee against comprehensive public liability, products liability (where applicable) and property damage, in no less than the following amounts:

- (a) Property damage arising from one accident or other cause in a sum of not less than \$50,000.00.
- (b) Personal injury or death; liability insurance not less than \$100,000.00 per person and \$300,000.00 per accident.

The Permittee shall deposit with the Permitter, a copy or copies of such insurance policy or policies or a certificate of such insurance coverage together with appropriate evidence that the premiums thereupon have been paid. All such insurance of the Permittee shall name the Permitter as an additional assured, contain a waiver of subrogation endorsement, and provide that the Permitter shall be notified at least thirty (30) days prior to any termination, cancellation, or material change in such insurance coverage.

Such requirement for insurance coverage shall not relieve Permittee of his obligations under this agreement.

24. The Permittee shall at his own cost and expense conduct all business authorized herein in compliance with all Federal, State and local laws, ordinances, rules and regulations now or hereafter in force which may be applicable to the operation of the area authorized herein or to the use, care, operation, maintenance and protection of the airport, including but not limited to matters of health, safety, sanitation and pollution. The Permittee shall obtain and pay for all licenses and permits necessary for the operation of such business and shall pay all taxes which may be lawfully imposed upon the premises or operation(s) of the Permittee within or upon the premises; and shall pay such other fees and charges as may be assessed under applicable public statutes or ordinances.

NOT APPLICABLE

25. The failure of the Permitter to insist in any one or more instances upon a strict performance by the Permittee of any of the provisions, terms, covenants, reservations, conditions or stipulations contained herein may not be considered as a waiver or relinquishment thereof for the future, but the same shall continue and remain in full force and effect, and no waiver by the Permitter of any provision, term, covenant, reservation, condition or stipulation herein may be deemed to have been made in any instance unless expressed in writing by the Permitter.

26. In case of any national emergency, as declared by the Federal Government, neither party may be held liable for any inability to perform any or all of the terms herein due to such national emergency.

SPECIAL COVENANTS

1. The Permittee shall, at its sole expense, provide for all construction and maintenance on the premises, including snow removal, as may be necessary to facilitate use of the premises.

2. All slash, overburden, and residue developed during any construction on the premises shall be disposed of outside the boundaries of the airport.

3. The Permittee hereby agrees that the water tank authorized herein will not exceed a total elevation of ninety-five feet (95') above mean sea level.

4. All construction on the premises shall comply with Federal Aviation Regulations, Part 77.

5. The tank shall be painted orange (or other high visibility color) and shall be surmounted by a red strobe-type beacon light. Said light shall meet Department of Transportation and Public Facilities specifications.

6. All construction work on the premises shall be completed by October 1, 1978.

7. The Permittee shall at its own cost and expense conduct all activities authorized in this permit in compliance with all Federal, State, and local laws, ordinances, rules, and regulations now or hereafter in force which may be applicable to the activities authorized herein or to the use, care, operation, maintenance, and protection of the airport; including but not limited to matter of health, safety, sanitation and pollution. The Permittee shall obtain and pay for all licenses and permits necessary for such activities and shall pay all taxes which may be lawfully imposed upon the premises or activities of the Permittee within or upon the premises; and shall pay such other fees and charges as may be assessed under applicable public statutes or ordinances.

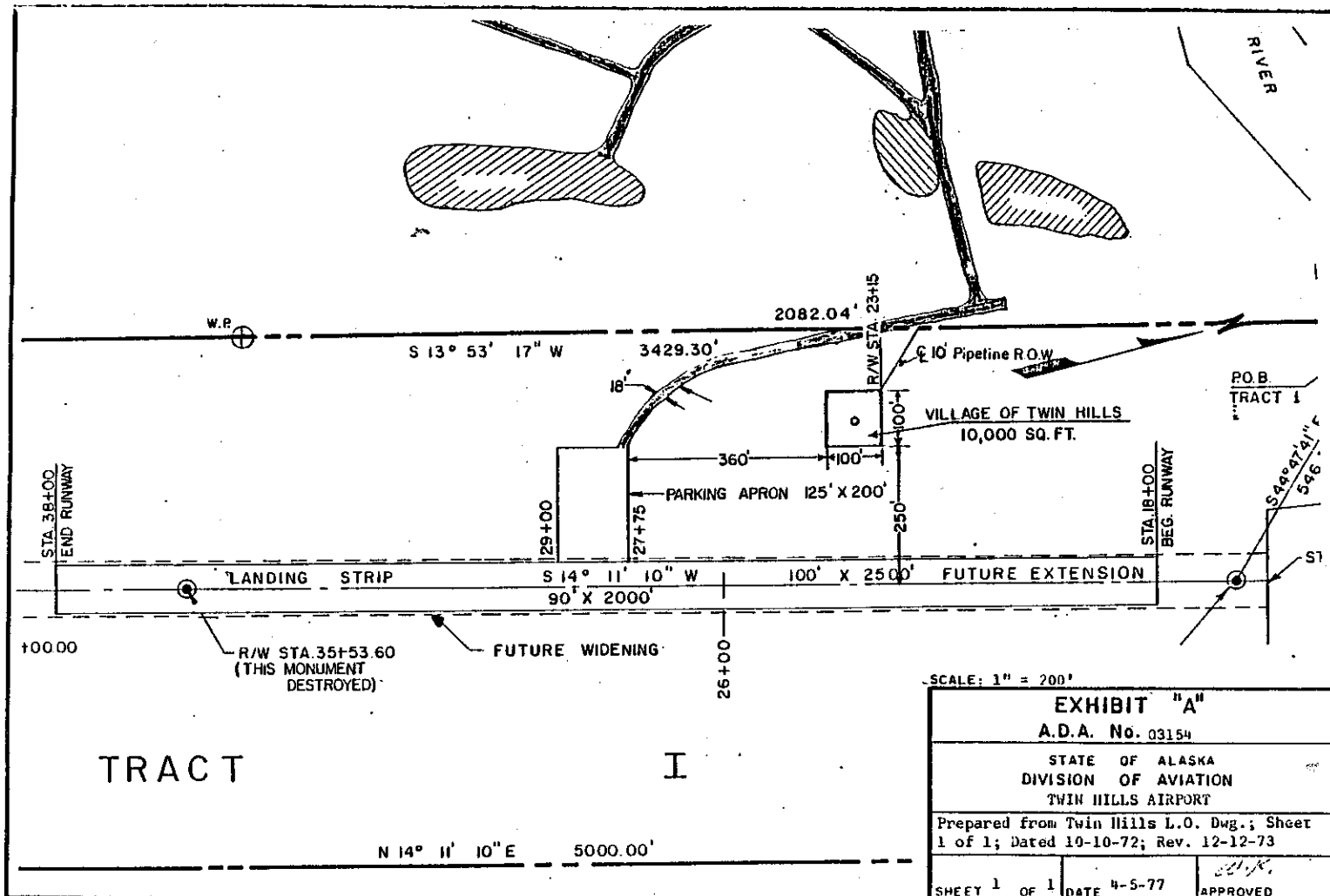
8. This agreement represents the sole agreement between the parties hereto regarding the premises and, hereby replaces, cancels and supersedes Free Land Use Permit ADA-03154, dated April 27, 1977, in its entirety.

9. The Permittee shall adequately compact all excavation backfill and shall repair on demand by the Permitter any depressions or other surface irregularities that may appear within one year after completion of the installation permitted under this agreement.

10. The Permitter grants to the Permittee the right to excavate that portion of the premises necessary for future maintenance, repair or replacement of the buried water transmission lines. The Permittee hereby agrees to notify the Permitter of such excavation at the Permittee's earliest possible convenience. The Permittee will be required to replace or repair to the satisfaction of the Permitter, any surfaces destroyed or disturbed by such excavation.

11. Notwithstanding other provisions of this agreement, the Permittee shall hold the Permitter harmless in any event, but more specifically where damage may occur to facilities installed under the authority of this Free Land Use Permit.

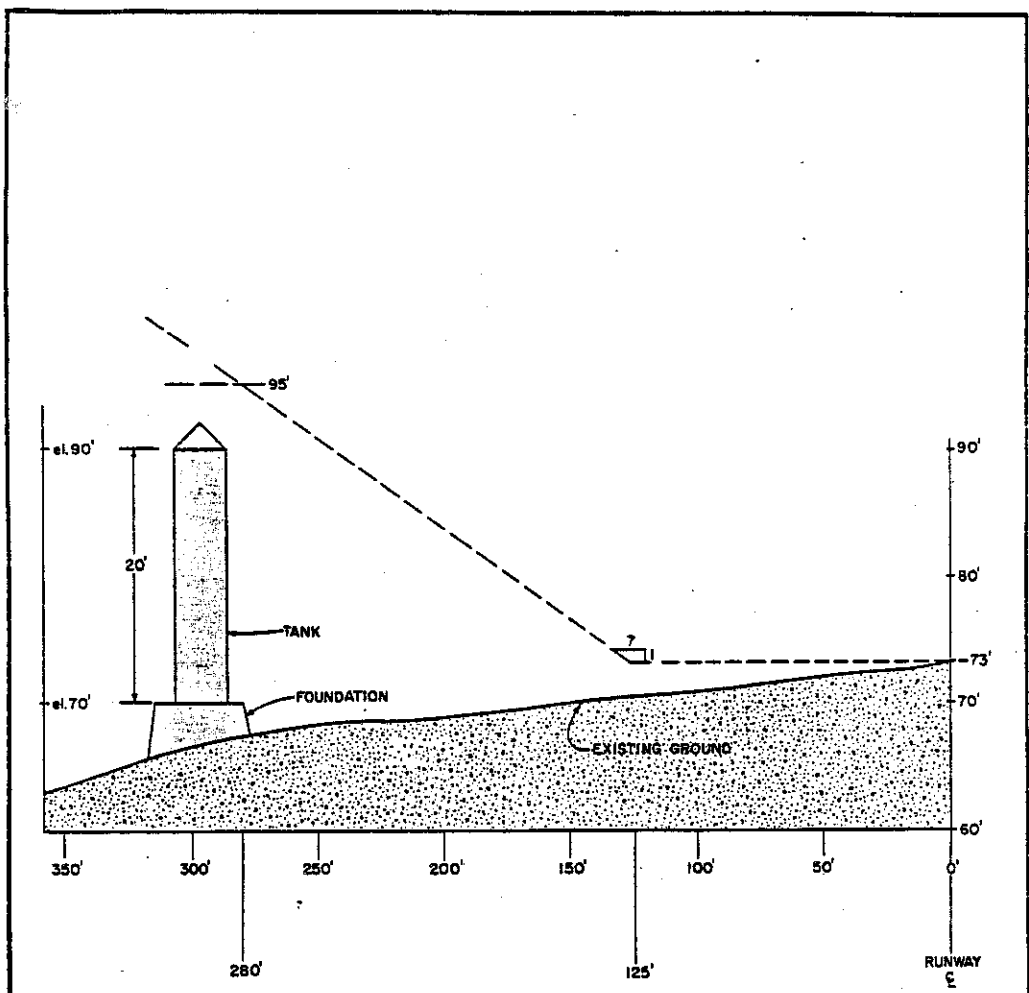
12. The Permitter and Permittee hereby acknowledge that the United States of America, Department of Health, Education and Welfare, Alaska Area Native Health Service is acting as an agent for the Permittee during the construction of the water supply storage tank and related water transmission lines, and said agent will be deleted automatically as a party to this permit upon completion of the construction authorized herein.



SCALE: 1" = 200'

EXHIBIT "A"		
A.D.A. No. 03154		
STATE OF ALASKA DIVISION OF AVIATION TWIN HILLS AIRPORT		
Prepared from Twin Hills L.O. Dwg.; Sheet 1 of 1; Dated 10-10-72; Rev. 12-12-73		
SHEET 1 OF 1	DATE 4-5-77	APPROVED <i>[Signature]</i>

5-11



TANK SITE PROFILE
 1" = 10' VERTICAL
 1" = 50' HORIZONTAL

EXHIBIT "B"		
A.D.A. No. 03154		
STATE OF ALASKA DIVISION OF AVIATION TWIN HILLS AIRPORT		
Prepared from drawing supplied by Alaska Native Health Service		
SHEET 1 OF 1	DATE 4-5-77	<i>[Signature]</i> APPROVED

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year stated in the acknowledgements below.

PERMITTEE'S AGENT Department of Health, Education and Welfare
FOR CONSTRUCTION: Public Health Service

(CORPORATE SEAL)
(IF APPLICABLE)

BY: [Signature]
Alaska Area Native Health Service

TITLE: Chief San. Insp. Janet E. [Signature]

BY: [Signature]

TITLE: Chief Pat. Insp.

STATE OF _____ }
JUDICIAL DISTRICT _____ } ss.

THIS IS TO CERTIFY that on this 1st day of September, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared

known to me and to me known to be the _____ of _____ the corporation which executed the within Instrument, and he acknowledged to me that he executed the same for and on behalf of said corporation, and that he is fully authorized by said corporation so to do; and that the corporate seal affixed to said instrument is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for: Alaska
My Commission Expires: 9/7/78

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year stated in the acknowledgements below.

(CORPORATE SEAL)
(IF APPLICABLE)

PERMITTEE: Twin Hills Village Council

BY: [Signature]

TITLE: President

BY: [Signature]

TITLE: Sec.

STATE OF _____ }
JUDICIAL DISTRICT _____ } ss.

THIS IS TO CERTIFY that on this 1st day of September, 19____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared

AT TOGIAK, AK
known to me and to me known to be the Village Council of Twin Hills, AK the corporation which executed the within Instrument, and he acknowledged to me that he executed the same for and on behalf of said corporation, and that he is fully authorized by said corporation so to do; and that the corporate seal affixed to said instrument is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for: _____
My Commission Expires: _____

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND
PUBLIC FACILITIES

Hugh Williams
Assistant Chief, Right of Way,
Land Acquisition and Leasing

STATE OF ALASKA)
3rd Judicial District) ss.

THIS IS TO CERTIFY that on this 27th day of September,
1922, before me, the undersigned, a Notary Public in and for the State of
Alaska, duly commissioned and sworn as such, personally appeared
Hugh Williams, known to me and to me known to be the
Assistant Chief, Right of Way, Land Acquisition and Leasing
Department of Transportation and Public Facilities, and he acknowledged to
me that he executed the foregoing instrument freely and voluntarily on
behalf of the State of Alaska, Department of Transportation and Public
Facilities, for the uses and purposes therein set forth and that he is
authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year first written above.

Christina E. Galt
Notary Public in and for Alaska
My Commission Expires: October 4, 1922

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
DIVISION OF AIRPORT LEASING
POUCH 6900
ANCHORAGE, ALASKA 99502

AIRPORT Twin Hills

LEASE NO. ADA-04958

LEASE AGREEMENT
LAND

This 11th day of June, 1982, the State of Alaska, Department of Transportation and Public Facilities, Division of Airport Leasing, hereinafter called the Lessor, whose address is Pouch 6900, Anchorage, Alaska 99502, and Twin Hills Village Council hereinafter called the Lessee, whose address is Twin Hills, Alaska 99678

do enter into this agreement of 12 pages, including exhibit(s) and signature page(s), and agree as follows:

A. BASIC PROVISIONS

PREMISES

1. The Lessor leases to the Lessee and the Lessee leases from the Lessor, the following described property, hereinafter called the "Premises", located on the Twin Hills Airport, hereinafter referred to as the "Airport", in the Bristol Bay Recording District, Third Judicial District, Alaska:

A parcel of land consisting of 9,750 square feet as shown on Exhibit "A", Sheet 1 of 1 dated 5/27/82 attached hereto and made a part hereof.

AUTHORIZED USES:

2. This lease is issued for the following authorized uses:

The construction, operation and maintenance of a building to be used as a combination storage, work shop for airport related equipment and passenger waiting room.

TERM

3. The term of this agreement is 20 year(s) from the 10th day of August, 1982 to the 10th day of August, 2002.

RENT

4. (a) The annual rental for the Premises will be \$250.00, which is the Lessor's minimum annual rental for leases with a term in excess of 1 year payable annually in advance of the first day of each year of the term specified in Basic Provision No. 3. The rent shall be prorated for any fractional year in the term, with first rent to begin on the 10th day of August, 1982. Any additional fees will be specified in Special Covenants herein. All payments required by this lease must be made in U.S. currency.

(b) Checks, bank drafts, or postal money orders are to be made payable to the State of Alaska and delivered to Accounting Section, Department of Transportation and Public Facilities, Pouch 6900, Anchorage, Alaska 99502, or any other address which the Lessor may designate in writing.

(c) All unpaid rents and fees will accrue interest at 8% per annum beginning thirty (30) days after payment is due.

(d) Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of this lease will be a charge against the Lessee and his property, real or personal.

(e) In its sole discretion, the Lessor may increase or decrease the rents or fees specified herein so long as the effective date of any increase or decrease occurs at intervals of not less than five (5) years. Provided that the Lessor may not make any such increase or decrease during the first five (5) years of the term specified in Basic Provision No. 3 herein. Any increase or decrease must be consistent with AS 2.15.090 and 17 AAC 40.340(a) and any subsequent amendments or any other applicable statute or regulation.

8. GENERAL COVENANTS

IMPROVEMENTS

1. Any construction on the Premises must be neat, presentable, and compatible with its use and surroundings. Before placing fill material or beginning construction of any improvements on the Premises, the Lessee must first obtain the written approval of the Lessor and submit detailed drawings of the proposed development on the Premises. If a building is contemplated, the Lessee must also submit comprehensive architectural drawings showing front and side elevation views and floor plan of the proposed structure, materials to be used, dimensions, elevations, the location of all proposed utility lines, and any additional data requested by the Lessor. The Lessor will review and approve or disapprove the proposed construction. Approval will not be withheld except where proposed construction does not comply with valid engineering principles, fire or building codes, generally recognized principles of sound airport management, or the proposed construction is inconsistent with the purposes of this lease. The Lessee shall submit to the Lessor evidence of the Lessee's compliance with the Federal Aviation Regulations, 14 CFR Part 77.

2. No building or other permanent structure may be constructed or placed within ten (10) feet of any boundary line of the Premises. This restriction does not apply to a common boundary line between contiguous parcels of land leased by the Lessee under this lease. In addition, no building or other permanent structure may be constructed or placed within N/A feet of any boundary line of the Premises which fronts on a landing strip, taxiway, or apron.

3. The Lessee, within thirty (30) days after completion of construction or placement of improvements upon the Premises, shall deliver to the Lessor three (3) copies of as-built drawings showing the location and dimensions of the improvements, giving bearings and distances to an established survey point. Furthermore, if the Lessee constructs underground improvements the Lessee shall appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to the approval of the Lessor.

LIVING QUARTERS

4. Unless specifically authorized by this lease or amendment thereto, the establishment or maintenance of any kind of temporary or permanent living quarters on the Premises for the Lessee, the Lessee's officers, employees, guests, or the general public is expressly prohibited.

MAINTENANCE AND CONSTRUCTION

5. The Lessee shall keep the Premises and all improvements neat and presentable at the Lessee's own expense. The Lessee shall not strip, waste, or remove any material from the Premises without the prior written permission of the Lessor.

6. At no cost to the Lessor, all structures on the Premises must be painted, finished, or covered with a permanent exterior surface and be attractively maintained by the Lessee.

7. At no cost to the Lessor, the Lessee shall provide for all utilities, services, and maintenance (including snow removal) as is necessary to facilitate the Lessee's use of the Premises.

8. The disposal on the airport of waste materials generated by the Lessee, including slash, overburden, and construction waste, is prohibited, unless authorized in writing by the Lessor.

9. The Lessee agrees to coordinate his snow removal and maintenance activities on the Airport with the Lessor's Airport personnel. The Lessee further agrees to comply with all reasonable decisions and directions of the Lessor's Airport management personnel regarding snow removal, maintenance, and general use of the Airport by the Lessee.

DISPOSITION OF IMPROVEMENTS

10. (a) Within sixty (60) days from the effective date of the expiration, termination, or cancellation of this lease or any renewal thereof, improvements or other property, real or personal, owned by the Lessee on the Premises must either:

- (1) be removed by the Lessee if required by the Lessor or desired by the Lessee and if, in the Lessor's opinion, removal will not cause injury or damage to the Premises; or
- (2) with the Lessor's consent, be sold to the succeeding Lessee.

(b) The Lessor may grant additional time for the removal of improvements if hardship is established by the Lessee.

11. Title to any improvements or other property owned by the Lessee which is not disposed of pursuant to General Covenant No. 10 will vest in the Lessor.

FUEL

12. If fuel or any other hazardous materials are handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling fuel or hazardous materials in accordance with the National Fire Protection Code and all applicable federal, state, and local laws.

13. In the event of a fuel spill on the Premises, the Lessee shall immediately notify the Lessor and act promptly to contain the fuel spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the Lessor and otherwise comply with the applicable portions of Title 17 and Title 18 of the Alaska Administrative Code.

14. Unless otherwise stipulated by this lease or amendment thereto, all bulk fuel on the Premises must be stored in underground fuel storage tanks installed and plumbed according to the National Fire Code and all applicable federal, state, and local laws.

15. Unless specifically authorized by this lease or amendment thereto, the sale of aviation fuel or lubricating oil on the Premises is prohibited.

LIABILITY

16. The Lessee shall indemnify, defend, and hold the Lessor harmless from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind resulting from or arising out of any act of commission or omission by the Lessee, his agents, employees, or customers or arising from or connected with the Lessee's use and occupation of the Premises or the exercise of the rights and privileges granted by this lease.

INSURANCE

17. (a) At no expense to the Lessor, the Lessee shall secure and keep in force during the term of this lease adequate insurance to protect both the Lessor and the Lessee against comprehensive public liability and property damage in no less than the following amounts:

- (i) Property damage arising from one occurrence in the amount of not less than \$50,000.
- (ii) Personal injury or death in an amount of not less than \$100,000 per person and \$300,000 per occurrence.

(b) The Lessee shall provide the Lessor with proof of insurance coverage in the form of an insurance policy or a certificate of insurance together with proof that the premiums have been paid. All insurance required by this covenant must:

- (i) Name the Lessor as an additional assured;
- (ii) provide that the Lessor be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage; and
- (iii) include a waiver of subrogation by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy.

(c) The requirement of insurance coverage does not relieve the Lessee of any other obligations under this agreement.

RENEWAL

18. In order to renew this lease, the Lessee must file a written application with the Lessor at least thirty (30) days before the expiration of the lease. The application must state the purpose of the renewal and any other information which the Lessor may require. Any filing fees or deposits which the Lessor then requires must be submitted with the application for renewal. The filing of an application which fully conforms to the requirements stated herein will extend the term of this lease on a month to month basis until one of the following occurs:

- (a) A lease renewal document is executed by both parties;
- (b) the Lessor sends the Lessee written notice that the request for renewal has been rejected, stating the reasons for rejection; or
- (c) the Lessor sends written notice to the Lessee that by law, regulation, or the public interest, the Lessor is required to offer the lease at public auction.

HOLDING OVER

19. If the Lessee holds over and remains in possession of the Premises after the expiration of this agreement without a written renewal, the holding over will not operate as a renewal or extension of the term of this agreement but only creates a tenancy from month to month, regardless of any rent payments accepted by the Lessor. The Lessee's obligations for performance under this lease will continue until the month to month tenancy is terminated by the Lessor. The Lessor may terminate the tenancy at any time by giving the Lessee at least ten (10) days prior written notice.

ASSIGNMENT OR SUBLEASE

20. The Lessee may not assign nor sublet, either by grant or implication, the whole or any part of the Premises or any improvements thereon without the written consent of the Lessor. Any proposed assignment, lease, or sublease must be submitted to the Lessor for approval in five (5) copies, each bearing the original notarized signature of all parties. All covenants and provisions in this agreement extend to and bind the legal representatives, successors, and assigns of the parties.

CONDEMNATION

21. If the Premises are condemned by any proper authority, the term of this lease will end on the date the Lessee is required to surrender possession of the Premises. The Lessor is entitled to all the condemnation proceeds except the Lessee will be paid the portion of the proceeds attributable to the fair market value of any improvements placed on the Premises by the Lessee according to the provisions of 17 AAC 40.330, amended. Rent will also be adjusted according to the provisions of 17 AAC 40.330, as amended.

CANCELLATION

22. The Lessor may cancel this lease and recover possession of the Premises by giving the Lessee thirty (30) days prior written notice upon the happening of any of the events listed below, unless the breach is cured within said thirty (30) days:

- (a) The Lessee's failure to pay when due the rents or fees specified in this lease, including any increases made pursuant to this lease.
- (b) The return for insufficient funds of checks for payment of rents or fees.
- (c) The use of the Premises by the Lessee for any purpose not authorized by this lease.
- (d) The filing of a petition in bankruptcy by or against the Lessee.
- (e) The entry by any court of a judgment of insolvency against the Lessee.
- (f) The appointment of a trustee or receiver for the Lessee's assets in a proceeding brought by or against the Lessee.
- (g) The failure of the Lessee to perform any provision or covenant in this lease.

VACATION

23. At the expiration, cancellation or termination of this lease, the Lessee must peaceably and quietly vacate the Premises and return possession to the Lessor. The Premises must be left in a clean, neat, and presentable condition to the satisfaction of the Lessor.

CANCELLATION BY LESSEE

24. The Lessee may cancel this lease by giving the Lessor at least thirty (30) days advance written notice, provided however that if the Lessee's interest is encumbered by a mortgage or assignment for security, such cancellation shall not be effective without the written consent of the mortgagee or assignee delivered to the Lessor.

EASEMENTS

25. The Lessor reserves the right to make grants to third parties or reserve to the Lessor easements or right-of-way through, on, or above the Premises. Provided, that no such easement or right of way may be granted or reserved which unreasonably interferes with the Lessee's use of the Premises.

RESERVATION OF RIGHTS

26. The Lessor specifically reserves the right to grant to others the rights and privileges not specifically and exclusively granted to the Lessee. The rights and privileges granted to the Lessee in this lease are the only rights and privileges granted to the Lessee by this lease. The Lessee has no easements, rights or privileges, express or implied, other than those specifically granted by this lease.

DISCRIMINATION

27. The Lessee covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. The Lessee recognizes the right of the Lessor to take any action necessary to enforce this covenant, including actions required pursuant to any federal or state law.

AFFIRMATIVE ACTION

28. The Lessee agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person will be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E on the grounds of race, creed, color, national origin, or sex. The Lessee hereby agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart. The Lessee further agrees that it will require that its covered suborganization(s) provide assurance to the Lessor to the same effect that they will also undertake affirmative action programs and require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

RADIO INTERFERENCE

29. At the Lessor's request, the Lessee shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

EXECUTION BY LESSOR

30. This lease is of no effect until it has been signed by the Commissioner of the Department of Transportation and Public Facilities or his designated representative.

LAWS AND TAXES

31. This lease is issued subject to all requirements of the laws and regulations of the State of Alaska relating to the leasing of lands and facilities and the granting of privileges at State airports.

32. At no expense to the Lessor, the Lessee will conduct all activities or business authorized by this lease in compliance with all federal, state, and local laws, ordinances, rules and regulations now or hereafter in force which apply to the activities or business authorized herein or to the use, care, operation, maintenance, and protection of the Airport, including but not limited to matters of health, safety, sanitation, and pollution. The Lessee must obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay any other fees and charges assessed under applicable public statutes or ordinances.

33. In any disputes between the parties, the laws of the State of Alaska will govern and any law suit must be brought in the courts of the State of Alaska.

34. The Lessee agrees to notify the Lessor of any claim, demand, or lawsuit arising out of the Lessee's occupation or use of the Premises. Upon the Lessor's request the Lessee will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

35. The Lessor makes no specific warranties, express or implied, concerning the title or condition of the property, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee takes the Premises subject to any and all of the covenants, terms, and conditions affecting the Lessor's title to the Premises.

LIENS

36. The Lessee shall keep the Premises free of all liens, pay all costs for labor and materials arising out of any construction or improvements by the Lessee on the Premises, and hold the Lessor harmless from liability for any liens, including costs and attorney fees. By this provision, the Lessor does not recognize that it is in any way liable for any liens on the Premises.

NO WAIVER

37. The failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provision or covenant in this lease may not be considered as a waiver or relinquishment for the future, but the provision or covenant will continue in full force. The waiver by the Lessor of any provision or covenant in this lease cannot be enforced or relied upon unless the waiver is in a writing signed on behalf of the Lessor.

MODIFICATION

38. The Lessor may modify this lease to meet the revised requirements of federal or state grants or to conform to the requirements of any revenue bond covenant to which the State of Alaska is a party. Provided, that a modification may not act to reduce the rights or privileges granted the Lessee by this lease nor act to cause the Lessee financial loss.

VALIDITY OF PARTS

39. If any provision or covenant of this lease is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

INTERRELATIONSHIP OF PROVISIONS

40. The basic provisions, general covenants, special covenants, supplements, addendums, and drawings attached as exhibits are essential parts of this lease and are intended to be co-operative, to provide for the use of the Premises, and to describe the respective rights and obligations of the parties to this agreement. In case of a discrepancy, figured dimensions govern over scaled dimensions unless obviously incorrect. Special covenants govern over basic provisions, both of which govern over general covenants.

NATURAL DISASTERS

41. In the event any cause which is not due to the fault or negligence of either Lessee or Lessor renders the Premises unusable and makes the performance of this lease impossible, this agreement may be terminated by either party upon written notice to the other party. Causes include but are not restricted to acts of God or the public enemy, acts of the United States, fires, floods, epidemics, quarantine restrictions, or strikes.

NOTICES

42. Any notice required by this agreement must be hand delivered or sent by registered or certified mail to the appropriate party at the address set forth on page one of this lease or to any other address which the parties subsequently designate in writing.

INTEGRATION AND MERGER

43. This agreement sets forth all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this lease is effective unless in writing and signed by both the parties.

NATIONAL EMERGENCY

44. In case of any national emergency declared by the federal government, the Lessee may not hold the Lessor liable for any inability to perform any part of this agreement as a result of the national emergency.

APPROVAL BY LESSOR

45. Any approvals required of the Lessor by this lease will not be unreasonably withheld.

INGRESS, EGRESS

46. The Lessor reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings thereon, for the purpose of inspection at any reasonable time. Except in the case of an emergency, all inspections will be coordinated with the Lessee in order to minimize interference with the Lessee's activities on the Premises.

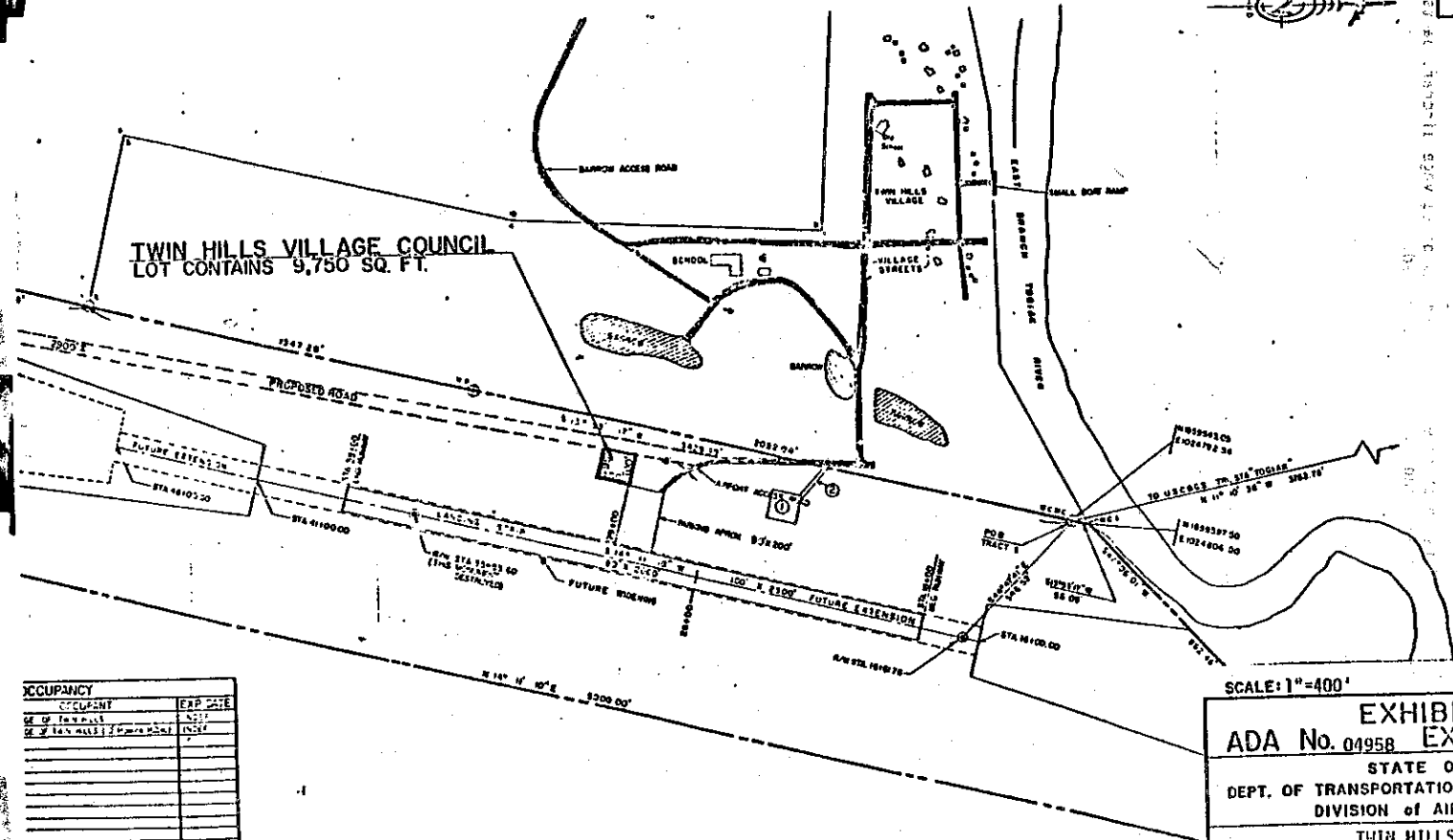
C. SPECIAL COVENANTS:

1. The Lessee hereby agrees to complete land development and permanent improvements on the Premises by no later than October 1, 1983. When completed, said land development and improvements must have an aggregate value of at least \$75,000.00. In addition to the as-built drawings required by General Covenant No. 3 herein, the Lessee must submit to the Lessor evidence that he has completed development and improvements on the Premises with an aggregate value of not less than \$75,000.00. Said as-built drawings and evidence of value must be submitted to the Lessor within thirty (30) days of the completion of said development and improvements, but by no later than November 1, 1983. Pursuant to Title 17, Alaska Administrative Code [17 AAC 40.330(b)], failure by the Lessee to fully comply with the requirements of this special covenant will be sufficient grounds for cancellation of the lease by the Lessor.

2. The Lessee shall provide adequate auto parking space on the leased Premises for the needs of his business. The parking of vehicles owned and/or operated by the Lessee, his employees, customers, guests and invitees shall be limited to the Premises and to such other areas on the Airport as may be designated in writing by the Lessor.

3. The Lessee and Lessor acknowledge that the Premises are unsurveyed, and the Lessee hereby agrees, at his sole expense, to cause the Premises to be surveyed by a Land Surveyor registered in the State of Alaska to establish the corners and boundaries of the Premises as shown on the Exhibit "A" attached hereto, and to place suitable permanent markers on said corners and at other appropriate locations such that the leased Premises can be readily identified by others. The Lessee further agrees to complete said survey and furnish a plat of survey to the Lessor by no later than October 1, 1982 or prior to the commencement of any construction on the Premises, whichever event occurs first.

VICINITY MAP
 SCALE 1"=1 MILE
 PROJECTED 3123, 8050'
 SECTION 1, MERIDIAN, ALASKA



OCCUPANCY	
OCCUPANT	EXP. DATE
SE OF TWIN HILLS	5/17
SE OF TWIN HILLS	5/17

SCALE: 1"=400'

EXHIBIT "A"
ADA No. 04958 **EXHIBIT DATE: 5-27-82**

STATE OF ALASKA
 DEPT. OF TRANSPORTATION & PUBLIC FACILITIES
 DIVISION OF AIRPORT LEASING

TWIN HILLS AIRPORT

Prepared from Twin Hills L.O. Sht 1 of 1.
 Unsigned, undated.

SHEET 1 of 1	DRAFTING [Signature]	LEASING [Signature]	ENGINEERING DATE: [Signature]
-----------------	-------------------------	------------------------	----------------------------------

TWIN HILLS AIRPORT L.O. SHT 1 OF 1
 PROJECTED 3123, 8050'
 SECTION 1, MERIDIAN, ALASKA
 SCALE 1"=400'
 DATE: 5-27-82
 [Signature]

IN WITNESS WHEREOF, the parties hereto have set their hands and day and year stated in the acknowledgments below.

LESSEE: Twin Hills Village Council
Arthur W. Sharpe

STATE OF Alaska)
3rd Judicial District) ss.
(Judicial District or County)

THIS IS TO CERTIFY that on this 29th day of June, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Arthur W. Sharpe known to me and to me known to be the person(s) named in and who executed the foregoing instrument, and (he)(she)(they) acknowledged to me that (he)(she)(they) signed the same as (his)(her)(theirs) free and voluntary act and deed with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Bernice L. Williams
Notary Public in and for Alaska
My Commission Expires: 7-3-84

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Claude Millsap
Director
Division of Airport Leasing

STATE OF ALASKA)
3rd JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 10th day of August, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Claude Millsap known to me and to me known to be the Director, Division of Airport Leasing, Department of Transportation and Public Facilities, and he acknowledged to me that he executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that he is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

Cynthia E. Eck
Notary Public in and for Alaska
My Commission Expires: October 4, 1984