

LANDS SELECTION COORDINATION AGREEMENT

This Agreement, entered into this 13th day of December, 1974, by and between DOYON, LIMITED, an Alaska corporation (hereafter "DOYON") and GWITCHYAA ZHEE CORPORATION, an Alaska corporation (hereafter "GWITCHYAA ZHEE"):

WITNESSETH:

WHEREAS, the parties hereto were formed pursuant to the Alaska Native Claims Settlement Act of December 18, 1971, (Public Law 92-203; 85 Stat. 688) (hereafter known as the "Settlement Act"); and

WHEREAS, GWITCHYAA ZHEE is entitled to make certain land selections, pursuant to Section 12(a) of the Settlement Act; the title to the subsurface estate of which will be conveyed to DOYON for the benefit of the Region as a whole; and

WHEREAS, DOYON is entitled to make certain land selections pursuant to Section 12(c) of the Settlement Act, from that land withdrawn by Section 11(a)(1) for the Native village of Fort Yukon; and

WHEREAS, Fort Yukon is the largest Native village within the region encompassed by DOYON; native residents of which have historically used all of the land within the present Section 11(a)(1) withdrawal, as well as large amounts of land outside of said withdrawal; and because of the sparseness of game and the dependence of its residents upon subsistence food gathering, the land to be selected by GWITCHYAA ZHEE are inadequate to meet the subsistence needs of the Native residents of Fort Yukon; and

WHEREAS, DOYON may be entitled to reallocate certain selection rights pursuant to Section 12(b) of the Settlement Act; and

WHEREAS, the parties deem it advisable to coordinate their respective land selections with the Fort Yukon Section 11(a)(1) withdrawal in order to maximize the amount which is owned by DOYON and GWITCHYAA ZHEE; and

WHEREAS, GWITCHYAA ZHEE has tentatively identified those lands which it would select if it did not coordinate its selections with those of DOYON, (attached hereto Appendix-A and incorporated herein by reference); and

WHEREAS, DOYON and GWITCHYAA ZHEE also deem it desirable to insure the rights of each party to enter upon and cross the lands selected by GWITCHYAA ZHEE in the Fort Yukon Section 11(a)(1) withdrawal by virtue of the Section 12(b) acreage allocation under this Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, DOYON, and GWITCHYAA ZHEE hereby agree and covenant as follows:

1) With the exception the township or townships in which any part of the village of Fort Yukon is located and required to be selected by GWITCHYAA ZHEE pursuant to Section 12(a)(1), GWITCHYAA ZHEE shall forego and not select any land in even-numbered townships in even-numbered ranges, and in odd-numbered townships in odd-numbered ranges, and shall select only lands in even-numbered townships in odd-numbered ranges or in odd-numbered townships in even-numbered ranges.

2) DOYON and GWITCHYAA ZHEE shall enter into a land management contract upon such terms as are mutually agreeable to both parties, under which contract DOYON shall grant to GWITCHYAA ZHEE the right to manage the surface subsistence resources and uses thereof of that land tentatively identified by GWITCHYAA ZHEE to be selected but not selected by reason of this Agreement. Said Land Management Contract shall not grant to GWITCHYAA ZHEE the right to commercially develop any land or resources thereon covered by said contract, nor shall there be any fees charged by DOYON to GWITCHYAA ZHEE or by GWITCHYAA ZHEE to DOYON for the performance of any services thereunder.

3) In the event DOYON receives a reallocation of acreage pursuant to Section 12(b) of the Settlement Act, DOYON shall allocate from it to GWITCHYAA ZHEE on an acre for acre basis an amount equal to that amount of land tentatively identified by GWITCHYAA ZHEE for selection, but not selected by reason of this Agreement. The identification of said acreage to be selected by reason of the reallocation shall be made by GWITCHYAA ZHEE with the advice of DOYON. In the event the reallocation to DOYON under Section 12(b)

is insufficient for DOYON to meet its commitments under this Agreement to GWITCHYAA ZHEE and to any other village corporations in the Yukon Flats area which may be parties to similar agreements, then such acreage reallocated to GWITCHYAA ZHEE shall be the same percentage of the total acreage received by DOYON for reallocation, as the percentage the land which GWITCHYAA ZHEE did not select by reason of this Agreement is of the total land not selected by all village corporations which are parties to similar agreements with DOYON.

4) GWITCHYAA ZHEE hereby grants to DOYON private easements on and across any and all lands selected and patented to it in the Fort Yukon Section 12(b) selections made pursuant to this Agreement. Such easements shall be to DOYON and shall not constitute a grant of access to the general public. The easements granted by this provision shall run with the land and shall be binding upon all successors in interest to the parties. The easements and rights of access granted by this provision shall be incorporated in a separate document signed by GWITCHYAA ZHEE which shall be duly recorded.

5) In order to clarify the respective rights of the parties pursuant to Section 14(f), DOYON and GWITCHYAA ZHEE agree that the term "within the boundaries of any Native village" in said section, shall mean that land embraced by the municipal boundaries of the incorporated City of Fort Yukon as of the date of this Agreement, rather than that land upon which residences are located in the well-settled area of the community. DOYON further agrees that it shall not engage in any exploration, development, or removal of minerals from the subsurface estate in the lands embraced within said municipal boundaries, without first obtaining the consent of GWITCHYAA ZHEE. GWITCHYAA ZHEE agrees that it shall not unreasonably withhold its consent for such exploration, development or removal of minerals. This provision shall in no way limit GWITCHYAA ZHEE's right to compensation as owner of the surface estate for the use

and/or damage to the surface estate of lands held by it which might be occasioned by the exploration, development or removal of minerals from the subsurface estate thereof.

6) If any party to this Agreement shall be prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of requirements or regulations of government authority, or any other disabling cause which is beyond the control of the party and which cannot be overcome by the party through the exercise of normal means at a reasonable expense, then in such event any such failure to perform shall not be deemed a breach of this Agreement. The parties thereto hereby agree to use reasonable diligence to remove any such causes of disability as may occur from time to time.

7) General Provisions:

a. Board Resolutions: Each party to this Agreement hereby represents and warrants that its Board of Directors has adopted a resolution at a meeting duly called, noticed, and held at which a quorum was present and voting, which resolution authorized and directed the officers of the corporation to execute this Agreement on its behalf.

b. Modification of Agreement: This Agreement may only be modified by a document in writing executed by all the parties to the Agreement.

c. Entire Agreement: This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

d. Severability: If any provision in this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first herein set forth.

GWITCHYAA ZHEE CORPORATION

BY: Jonathan Solomon Sr.
President

ATTEST:

BY: Addie Shewfelt
Secretary

BOYON, LIMITED

BY: John A. Sackett
President

ATTEST:

BY: Lucy A. Carew
Secretary

ACKNOWLEDGEMENT

STATE OF ALASKA)
) SS
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 13th day of December, 1974, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came Jonathan Solomon Sr., President, and Addie Shewfelt, Secretary, of GWITCHYAA ZHEE CORPORATION, a corporation organized and existing under the laws of the State of Alaska, to me known to be said officers and acknowledged that they signed and sealed the foregoing Agreement in behalf of the GWITCHYAA ZHEE CORPORATION by the authority of its Board of Directors and that said instrument is the free act and deed of the corporation.

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

[Signature]
Notary Public in and for Alaska
My Commission expires 2-14-78

ACKNOWLEDGEMENT

STATE OF ALASKA)
)
) SS
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 13th day of December, 1974, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came John C. Sackett, President, and Lucy Ann Carlo, Secretary, of DOYON, LIMITED, a corporation organized and existing under the laws of the State of Alaska, to me known to be said officers and acknowledged that they signed and sealed the foregoing Agreement in behalf of the DOYON, LIMITED, CORPORATION by the authority of its Board of Directors and that said instrument is the free act and deed of the corporation.

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

William H. Timme
Notary Public in and for Alaska
My Commission expires 1/15/78

