

**PROPERTY MANAGEMENT AGREEMENT REGARDING
CERTAIN LANDS ABUTTING REDOUBT BAY, SITKA, ALASKA
KNOWN TO THE TLINGIT AS KUNAA**

WHEREAS, Sealaska Corporation ("CORPORATION"), the regional Native corporation for Southeast Alaska under the Alaska Native Claims Settlement Act ("ANCSA"), has applied for fee title to certain lands between Redoubt Bay and Redoubt Lake within the boundaries of Sitka, Alaska (the "PROPERTY") pursuant to Section 14(h)(1) of ANCSA, lands known to the Tlingit as Kunaa. The PROPERTY boundaries are set out in Attachment 1 to this Agreement;

WHEREAS, under 43 C.F.R. §2650, the U.S. Bureau of Land Management ("BLM") lacks the authority to authorize public fishing or grant non-transportation site easements on property conveyed under Section 14(h)(1) of ANCSA. To provide such uses requires the voluntary consent of Sealaska;

WHEREAS, the PROPERTY holds cultural and historic significance to the Sitka Tribe of Alaska (the "TRIBE"), a federally-recognized Indian Tribe. Citizens of the TRIBE have used and possessed the PROPERTY since time immemorial, and the TRIBE considers the retention and protection of the PROPERTY's cultural and historic significance of the highest tribal priority;

WHEREAS, the CORPORATION's primary purpose in holding title to the PROPERTY is to protect the PROPERTY's cultural and historic significance and to ensure that use and management of the property complies with the conveyance restrictions on land conveyed pursuant to Section 14(h)(1) of ANCSA and the corresponding deed covenants;

WHEREAS, the PROPERTY also contains a substantial sockeye and coho salmon subsistence and ceremonial use fishery (the "SUBSISTENCE FISHERY"), which fishery is of irreplaceable economic, social and cultural value to the citizens of the TRIBE;

WHEREAS, the common use of the SUBSISTENCE FISHERY by TRIBAL citizens and the Sitka community at large serves as a common denominator between two governments and their citizens where all can enjoy the bounty of the land, and which unites both in the

common purpose of protecting and enjoying the SUBSISTENCE FISHERY. The TRIBE desires to maintain and enhance that unity through this Agreement;

WHEREAS, the United States Forest Service ("USFS"), a division of the United States Department of Agriculture, maintains a weir, and conducts lake fertilization, within and adjoining the boundaries of the PROPERTY. Continued operation of the weir is important to the TRIBE as an integral part of management and improvement of the SUBSISTENCE FISHERY;

WHEREAS: the purpose of this Agreement is to ensure:

(1) continuation of the SUBSISTENCE FISHERY and other noncommercial fishing uses by both members of the Tribe and the Sitka community as a whole; and

(2) continued operation and maintenance of the existing weir and the existing fertilization program, which use is believed to be consistent with and will likely not impair the historic and cultural values of the PROPERTY, and it is believed that such uses, will not violate the deed conveyance restrictions on land conveyed pursuant to Section 14(h)(1) of ANCSA; and

WHEREAS, in light of the CORPORATION's and TRIBE's common interest in the management and use of the property, and the TRIBE's historical occupancy and use of the PROPERTY, the CORPORATION agrees that management of any use of the PROPERTY, including uses authorized by this Agreement, should be the responsibility of the TRIBE;

THEREFORE, the parties, in consideration of the reciprocal obligations assumed by each party herein, covenant and agree as follows:

1. At such time as the Property may be conveyed to CORPORATION under Section 14(h)(1) of ANCSA, this Agreement shall be recorded by the CORPORATION, and its terms shall constitute covenants that run with the PROPERTY. This Agreement binds both signatory parties hereto, as well as their officers, employees, agents, contractors, successors, and assigns; 2. Any person with the necessary federal or state permit or license shall be allowed access to and upon the PROPERTY for the sole purpose of subsistence, tribal ceremonial or sports fishing in the waters within the PROPERTY's boundaries in conformity with applicable state and federal regulations. No commercial fishing is allowed on or from the PROPERTY;

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3. The USFS shall be allowed continued access and use of the Property for the purpose of operating and maintaining a fish weir, and supporting the existing lake fertilization program; TRIBE shall manage the PROPERTY and in the event the Tribe advises the CORPORATION that it elects to defer management, the CORPORATION may assume management of the Property;
4. In the event that the Bureau of Land Management ("BLM") advises CORPORATION that any use of the property threatens to violate the conveyance restrictions imposed on lands conveyed under Section 14(h)(1) of ANCSA, the CORPORATION may, to the extent necessary to remove BLM's objections: (1) restrict or terminate any such use; (2) suspend this Agreement; (3) reassess management authority over the PROPERTY; or (4) take such other actions as the CORPORATION finds reasonably necessary to abate the threat;
5. This Agreement does not authorize any use not expressly authorized herein, and any such use is prohibited. Prohibited uses of the PROPERTY include, but are not limited to: (a) camping; (b) hunting or trapping; (c) any commercial use of the PROPERTY, except for permissible access within the boundaries of any easement that may be reserved under Section 17(b) of ANCSA; and (d) motorized use of any kind except as authorized to conduct lake fertilization and management of the weir;
6. This Agreement may only be enforced by the signatory parties hereto. Nothing in this Agreement creates, nor may be interpreted to create, any right or benefit in any non-signatory person or entity, nor any right of enforcement thereof. Any consent to use or access granted to any non-signatory to this Agreement is made for the benefit of the TRIBE, for the reasons set out in the prefatory clauses of this Agreement;
7. Nothing in this Agreement alters or amends the terms of a certain Memorandum of Understanding regarding management of cultural and historic properties entered into by and between the TRIBE and the CORPORATION on March 31, 2012;
8. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement limits any right of the CORPORATION or TRIBE to use the PROPERTY, in a manner consistent with any conveyance restrictions that may be placed on the property under Section 14(h)(1) of ANCSA;

10. This Agreement may be amended only by written consent of both signatory parties hereto. The CORPORATION shall grant such consent unless it determines that the proposed amendment: (a) will likely not protect the cultural and historic resources of the PROPERTY; or (b) will likely not comply with the conveyance restrictions imposed on land conveyed under Section 14(h)(1) of ANCSA;

11. Except as provided in paragraph 5 of this Agreement, the term of this Agreement is perpetual, unless terminated by the written consent of both of the signatory parties hereto;

12. Either signatory party may enforce this Agreement only by bringing an action in the United States District Court for the District of Alaska. Each party acknowledges that it cannot be adequately compensated in damages in the event of a breach of this agreement, and therefore resort to equity, and particularly the remedy of specific performance, is the most appropriate remedy in the event of a breach. TRIBE shall duly execute a limited waiver of sovereign immunity to permit an action to be brought and enforced under this paragraph;

13. Nothing in this paragraph is intended to expand or consent to any expansion of BLM's authority to reserve easements under Section 17(b) of ANCSA or any other authority; and

14. This Agreement may be executed in counterpart, and the counterpart-signed agreement shall be as binding and enforceable as if each party's signature was affixed to the same document; *provided, however*, that this Agreement shall be of no force or effect until: (i) the Property is conveyed to CORPORATION under Section 14(h)(1) of ANCSA; and (ii) the Agreement is duly executed by both parties hereto.

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SEALASKA CORPORATION

SITKA TRIBE OF ALASKA

Albert M. Kookesh
Chairman of the Board

Michael A. Baines
Chairman, Tribal Council

STATE OF Alaska
)
) ss.
)
CITY OF _____
)

I, the undersigned, a notary public in and for the State of Alaska, hereby certify that on this _____ day of _____, 2013, personally appeared before me _____ and _____ to me known to be the individual described and who executed the foregoing instrument, and acknowledged that s/he signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last written.

NOTARY PUBLIC in and for the State
Alaska, residing at _____
My Commission expires _____