

P.O. Box 905 Nome, Alaska 99762

(907) 387-1200, Fax (907) 443-3063

Communication Tower Permit

This is an AGREEMENT made between Sitnasuak Native Corporation herein referred to as SNC and <u>Affiliation Name, Address,</u> <u>City, State, Zip Code</u> herein referred to as the Permittee.

Congratulations, the SNC Land Committee has approved your Land Use Application (**Date**) for your agency's use of Sitnasuak Native Corporation land for the purpose of: Continues use as <u>Land Use</u> thought out the term, using a <u>description</u> at <u>location</u>.

SNC and the Permittee is agreeing upon the use of the land that describes as follows: AREA_____legally described as <u>T.00S.,R.00W.,S.00</u> Kateel River Meridian and size of location 100'X100'. The Communication Tower Permit encompasses the area identified in the attached map.

The Communication Tower Permit will be valid between these dates: **DATE – DATE**. The Land Use will not be valid until the Permittee signs and returns the Communication Tower Permit to SNC Land Department within 30 days of approval, the applicant will be terminated. The rental rate is: **\$100.00** per month, due upon approval and signature of this Communication Tower Permit.

The Land Use is subject to the Sitnasuak Land Use Policies and the following terms and conditions:

- 1) No structures, equipment, property, or holdings within this land identified shall be utilized or disturbed without consent of Sitnasuak Native Corporation.
- 2) This Communication Tower Permit may not be assigned without the written consent of Sitnasuak Native Corporation.
- 3) The Permittee shall not utilize or disturb other Sitnasuak Native Corporation Land Use holder's structures, equipment, property or holdings within the land identified within this Communication Tower Permit.
- 4) SNC reserves the right to enter the Land Use at any time for compliance review of the Communication Tower Permit. Inspection will be done periodically to ensure requirements of the permit are being complied with.
- 5) The Permitee is not authorized to attempt to locate or remove minerals or artifacts in any form. Bering Straits Native Corporation reserves the right to explore for minerals.
- 6) The permit holder is responsible for removal of any and all improvements from the property within <u>60</u> days of termination of the permit unless otherwise agreed to by the parties. Any improvements not removed within <u>60</u> days of termination of the permit or as otherwise agreed to by the parties will automatically become the property of SNC. SNC shall have the right to retain or dispose of the property in its sole discretion, which right includes removal or demolition of the improvements at the expense of the permit holder.
- 7) This Communication Tower Permit does not convey any title, estate, or other interest in land owned by Sitnasuak Native Corporation.
- 8) The Permittee shall defend, indemnify, and hold harmless Sitnasuak Native Corporation from and against all claims, and liabilities arising in any way from the Permittee's activities on Sitnasuak Native Corporation land.

You are required to sign and date the following, and return this original form to SNC prior to your Communication Tower Permit. Your signature constitutes your acceptance and agreement to be bound by the terms and conditions set forth in this Communication Tower Permit.

Date

Date

Name Land Manager Sitnasuak Native Corporation Local Contact Agent for Communication Tower Permittee Affiliation's