



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Anchorage Office

550 West Seventh Avenue, Suite 1640
Anchorage, Alaska 99501
Main: 907.269.4581
Fax: 907.269.4539

55-0223
55-0909
55-0962

PUBLIC NOTICE

AMENDMENT NO. 2 TO COMMUNITY HALL LEASE,
RENEWAL AND AMENDMENT TO PLAYGROUND LEASE,
AND LAND LEASE FOR PUBLIC CEMETERY
ON MUNICIPAL TRUST LAND IN PITKAS POINT, ALASKA
BY THE MUNICIPAL LAND TRUSTEE

In accordance with AS 44.33.755 and 3 AAC 190-410 - .460, the Municipal Lands Trust Officer, acting on behalf of the Commissioner of the Department of Commerce, Community, and Economic Development, as trustee for the future city in Pitkas Point, Alaska, approves the following proposed site control agreements to be issued to the Pitka's Point Traditional Council:

AMENDMENT NO. 2 TO COMMUNITY HALL LEASE: The proposed amendment will update the configuration of the Property Plan for the community hall to conform to an adjacent survey and other interests on municipal trust land;

RENEWAL AND AMENDMENT TO PLAYGROUND LEASE: The proposed renewal and amendment will renew the lease for a new 30-year term and relocate the planned playground parcel to a new location; and

LAND LEASE FOR PUBLIC CEMETERY: The proposed land lease is for a public cemetery and waives the requirement for fair market value because the cemetery serves a public or charitable purpose.

The above leasehold interests are located within Section 31, Township 23 North, Range 76 West, and Section 6, Township 22 North, 76 West, Seward Meridian, Alaska, more particularly identified as a portion of Tract 14A of Plat 2015-15 recorded in the Bethel Recording District.

This notice is being posted and published in accordance with the requirements of 3 AAC 190.420 and .910. This approval becomes final upon the expiration of 30 days following the publication of this notice, or after 30 days of continuous posting of this notice, whichever is later.

The public is invited to comment on the proposed amendment.

Please submit comments to:

Municipal Lands Trustee Program

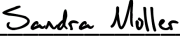
Attn: Chris Grundman

550 West 7th Ave, Ste 1640, Anchorage, AK 99501

Phone: 907-269-4548 Fax: 907-269-4539 Email: mlt@alaska.gov

No later than 5:00 p.m. 30 days after: _____ (date of posting)

Following the comment deadline, all responses will be reviewed and the Commissioner's decision on this matter may be modified as a result of information received.

DocuSigned by:

Sandra Moller, Municipal Lands Trust Officer

9/8/2026
Date

Attachments: Amendment No. 2 to Community Hall Lease
Renewal and Amendment to Playground Lease
Land Lease for Public Cemetery

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
MUNICIPAL TRUST LAND

LEASE AMENDMENT NO. 2

This amendment is made by mutual agreement of the parties of a Lease dated June 12, 1984, and amended on April 29, 2011, recorded in the Bethel Recording District, State of Alaska, as Document Numbers 1984-000769-0 and 2011-000458-0, respectively, entered into, by and between the State of Alaska, Department of Community and Regional Affairs, now by an act of law the Department of Commerce, Community, and Economic Development, as trustee for any future city in Pitkas Point (Lessor) whose address is 550 W 7th Ave, Ste 1650, Anchorage, AK 99501, and the Pitkas Point Traditional Council (Lessee), whose address is PO Box 127, St. Mary's, AK 99658.

The parties agree to renew and amend the Lease as follows:

Paragraph 1 is amended to read:

1. The Land. The Lessor agrees to lease to the Lessee the exclusive right to construct, operate, and maintain a community hall, on the following real property (referred to as "the land") which is located in Pitkas Point, Alaska, and is more particularly described as follows:

That surface estate located within Section 6, Township 22 North, Range 76 West, Seward Meridian, Alaska, more particularly identified as a portion of Tract 14A of Plat 2015-15 recorded in the Bethel Recording District, containing 0.15 acres, more or less, as shown in Appendix A, attached hereto.

The parties further agree that:

1. All other provisions of the aforementioned Lease remain in full force and effect.
2. This amendment sets forth all terms, conditions and agreements of the parties and supersedes any previous understanding or agreements regarding the provisions contained in this amendment whether oral or written. No modification of this amendment or the lease is effective unless in writing and signed by both parties.
3. The effective date of this renewal and amendment is the date it has been signed by both parties.

Attachments

Appendix A: Property Plan

Appendix B: Pitka's Point Traditional Council Resolution No. 2026-09-02,
dated Sept. 8, 2026 (1 Page)

LESSEE:

Pitkas Point Traditional Council

LESSOR:

THE STATE OF ALASKA
Department of Commerce, Community,
and Economic Development, as
Trustee for any future city established
in Pitkas Point

By: _____
William Riley, Jr.
Council President

By: _____
Sandra Moller
Municipal Lands Trust Officer

ACKNOWLEDGEMENTS

STATE OF ALASKA)
BETHEL RECORDING DISTRICT)ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2026, before me personally appeared William Riley, Jr., known to me to be the Council President of the Pitkas Point Traditional Council, who is authorized to sign this renewal and amendment as shown by the attached resolution, and who executed this renewal and amendment and acknowledged voluntarily signing it on behalf of the Pitka's Point Traditional Council, as Tenant.

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

(SEAL)

Notary Public for Alaska

My commission expires:_____

STATE OF ALASKA)
BETEL RECORDING DISTRICT)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2026, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared Sandra Moller, Municipal Lands Trust Officer acting under delegation of authority for the Commissioner of the Department of Commerce, Community, and Economic Development, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Pitkas Point, Alaska, and acknowledged that this LEASE AMENDMENT NO. 2 was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in herself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

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

(SEAL)

Notary Public for Alaska

My Commission expires:

Pitka's Point Traditional Council

Physical Address: 36 Riverfront Road, Pitka's Point
Mailing Address: PO Box 127, Saint Mary's, Alaska 99658
Ph# 907-438-2833 Fax 907-438-2569
pptc_village@yahoo.com

55-0223 Lease Amendment No. 2
(Community Hall)

**PITKA'S POINT TRADITIONAL COUNCIL
RESOLUTION No. 2026-09-02**

WHEREAS, the State of Alaska, Department of Commerce, Community, and Economic Development (DCCED), in trust for any future city that may be established in Pitkas Point, has title to the surface estate of certain lands located in Pitkas Point; and

WHEREAS, the land Lease for a community hall dated June 12, 1984, and amended (renewed) on April 29, 2011, recorded in the Bethel Recording District, State of Alaska, as Document Numbers 1984-000769-0 and 2011-000458-0, respectively, expiring on April 28, 2041, by and between DCCED and the Pitka's Point Traditional Council; and

WHEREAS, the Pitka's Point Traditional Council has requested an amendment of the lease to update the Property Plan to adhere to the boundary of an adjacent survey of a private parcel and other property interests; and

WHEREAS, AS 44.33.755 and 3 AAC 190.010 et seq. provide that the Commissioner of DCCED is designated to administer and dispose of such lands conveyed to the State in trust, and that the Commissioner may transfer an interest in such land only after obtaining the approval of an appropriate village entity (AVE); and

WHEREAS, the Commissioner of DCCED proposes to amend the lease to update the legal description, creating a new Property Plan, for the updated parcel configuration; and

WHEREAS, the Pitka's Point Traditional Council is the recognized AVE and has been consulted in accordance with 3 AAC 190.430; and

NOW THEREFORE BE IT RESOLVED that the Pitka's Point Traditional Council, in its capacity as the AVE, approves of this disposal of an interest in municipal trust land with the granting of the Lease Amendment No. 2 for the community hall.

ADOPTED at a lawfully held meeting of the Pitka's Point Traditional Council, at which a quorum was present by a vote of 5 in favor, 0 in abstention and 0 in opposition on the 8th day of September, 2026, in Pitkas Point, Alaska.

BY: 

President

ATTEST: 

Secretary

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
MUNICIPAL TRUST LAND

RENEWAL AND AMENDMENT NO. 1
OF PLAYGROUND LEASE

This renewal and amendment is made by mutual agreement of the parties of a Playground Lease dated August 7, 2019, recorded in the Bethel Recording District, State of Alaska, as Document Number 2019-000664-0, entered into, by and between the State of Alaska, Department of Commerce, Community, and Economic Development, as trustee for any future city in Pitkas Point (Landlord) whose address is 550 W 7th Ave, Ste 1650, Anchorage, AK 99501, and the Native Village of Pitka's Point (Tenant), whose address is PO Box 127, St. Mary's, AK 99658.

The parties agree to renew and amend the Lease as follows:

Paragraphs 1 and 3 are amended to read:

1. The Leased Premises. The Landlord agrees to lease to the Tenant, for the sole purpose of constructing, operating, and maintaining a Playground, the following real property (referred to as "the Parcel") which is located in Pitkas Point, Alaska, and is more particularly described as follows:

That surface estate located within Section 31, Township 23 North, Range 76 West, and Section 6, Township 22 North, Range 76 West, Seward Meridian, Alaska, more particularly identified as a portion of Tract 14A of Plat 2015-15 recorded in the Bethel Recording District, containing 1.00 acres, more or less, as shown in Appendix A, attached hereto.

3. Term. The term of this lease is 30 years, continuing from the original expiration date of August 7, 2029, and expiring at midnight on August 7, 2059. The original lease remains in full force and effect upon execution of this renewal and amendment, continuing through its original expiration date, ensuring continuous leasehold rights and incorporating the changes set forth in this renewal without affecting the continuity of the lease terms.

The parties further agree that:

1. All other provisions of the aforementioned Lease remain in full force and effect.
2. This amendment sets forth all terms, conditions and agreements of the parties and supersedes any previous understanding or agreements regarding the provisions contained in this amendment whether oral or written. No modification of this amendment or the lease is effective unless in writing and signed by both parties.
3. The effective date of this renewal and amendment is the date it has been signed by both parties.

Attachments

Appendix A: Property Plan

Appendix B: Pitka's Point Traditional Council Resolution No. 2026-09-1,
Dated Sept. 8, 2026 (2 Pages)

LESSEE:

Native Village of Pitka's Point

LESSOR:

THE STATE OF ALASKA
Department of Commerce, Community,
and Economic Development, as
Trustee for any future city established
in Pitkas Point

By: _____
William Riley, Jr.
Council President

By: _____
Sandra Moller
Municipal Lands Trust Officer

ACKNOWLEDGEMENTS

STATE OF ALASKA)
BETHEL RECORDING DISTRICT)ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2026, before me personally appeared William Riley, Jr., known to me to be the Council President of the Native Village of Pitka's Point, who is authorized to sign this renewal and amendment as shown by the attached resolution, and who executed this renewal and amendment and acknowledged voluntarily signing it on behalf of the Native Village of Pitka's Point, as Tenant.

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

(SEAL)

Notary Public for Alaska

My commission expires:_____

STATE OF ALASKA)
BETEL RECORDING DISTRICT)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2026, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared Sandra Moller, Municipal Lands Trust Officer acting under delegation of authority for the Commissioner of the Department of Commerce, Community, and Economic Development, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Pitkas Point, Alaska, and acknowledged that this RENEWAL AND AMENDMENT NO. 1 OF PLAYGROUND LEASE was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in herself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

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

(SEAL)

Notary Public for Alaska

My Commission expires: _____

Pitka's Point Traditional Council

Physical Address: 36 Riverfront Road, Pitka's Point
Mailing Address: PO Box 127, Saint Mary's, Alaska 99658
Ph# 907-438-2833 Fax 907-438-2569
pptc_village@yahoo.com

55-0909 Renewal and Amendment No. 1
of Playground Lease

PITKA'S POINT TRADITIONAL COUNCIL
RESOLUTION No. 2026-09-01

WHEREAS, the State of Alaska, Department of Commerce, Community, and Economic Development (DCCED), in trust for any future city that may be established in Pitka's Point, has title to the surface estate of certain lands located in Pitka's Point; and

WHEREAS, the Playground Lease, dated August 7, 2019, and recorded in the Bethel Recording District, Alaska, as document number 2019-000664-0, was entered into for a 10-year term, by and between DCCED and the Native Village of Pitka's Point, otherwise known as the Pitka's Point Traditional Council; and

WHEREAS, the Pitka's Point Traditional Council, has requested the renewal of the lease for a new 30-year term and to relocate the planned playground parcel to a new location; and

WHEREAS, AS 44.33.755 and 3 AAC 190.010 et seq. provide that the Commissioner of DCCED is designated to administer and dispose of such lands conveyed to the State in trust, and that the Commissioner may transfer an interest in such land only after obtaining the approval of an appropriate village entity (AVE); and

WHEREAS, the Commissioner of DCCED proposes to amend the lease for a new 30-year term, continuing from the original lease expiration date and update the legal description for the new location; and

WHEREAS, the Pitka's Point Traditional Council is the recognized AVE and has been consulted in accordance with 3 AAC 190.430; and

NOW THEREFORE BE IT RESOLVED that the Pitka's Point Traditional Council, in its capacity as the AVE, approves of this disposal of an interest in municipal trust land with the granting of the Renewal and Amendment No. 1 of Playground Lease.

ADOPTED at a lawfully held meeting of the Pitka's Point Traditional Council, at which a quorum was present by a vote of 5 in favor, 0 in abstention and 0 in opposition on the 8th day of September, 2026, in Pitkas Point, Alaska.

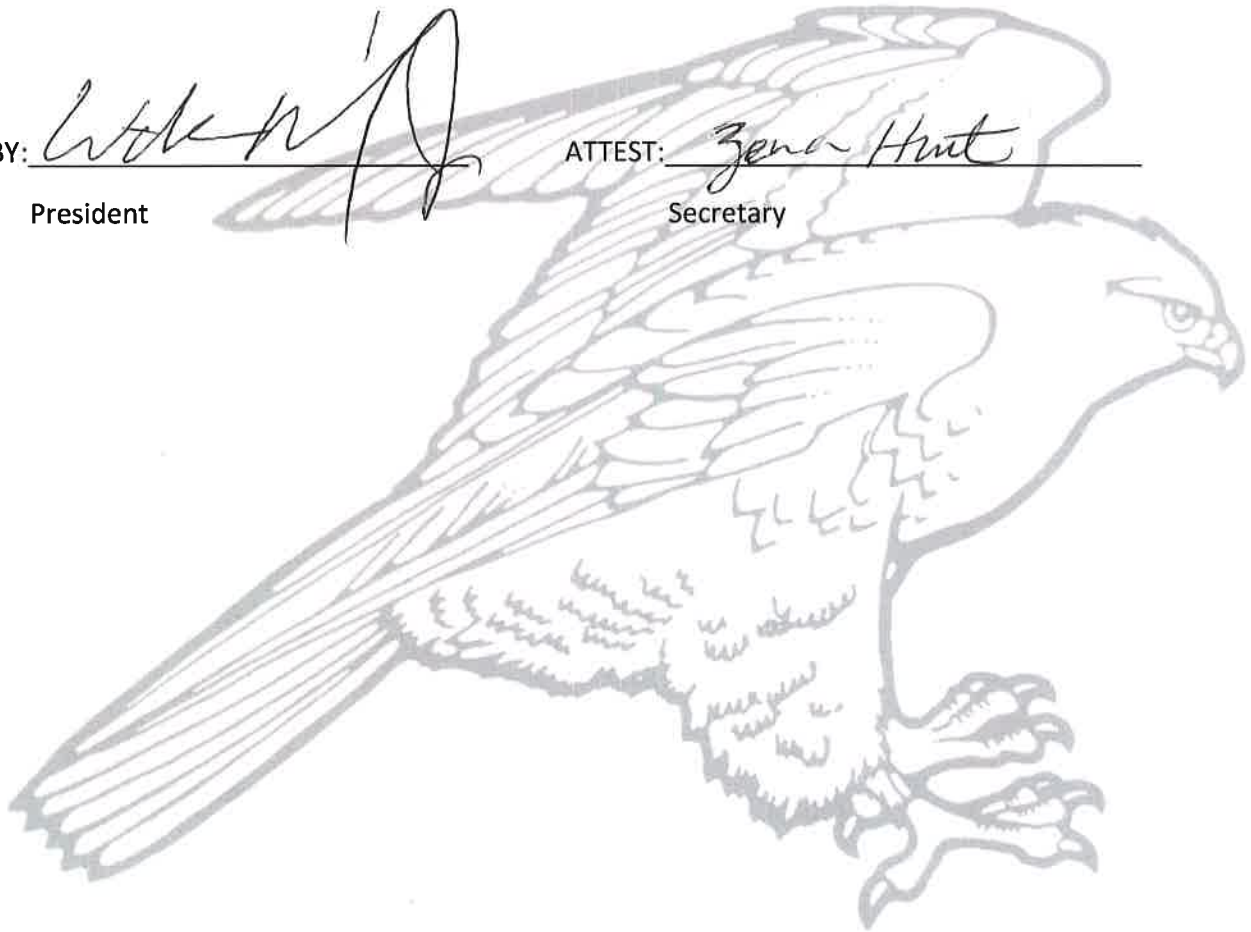
PITKA'S POINT TRADITIONAL COUNCIL

BY:

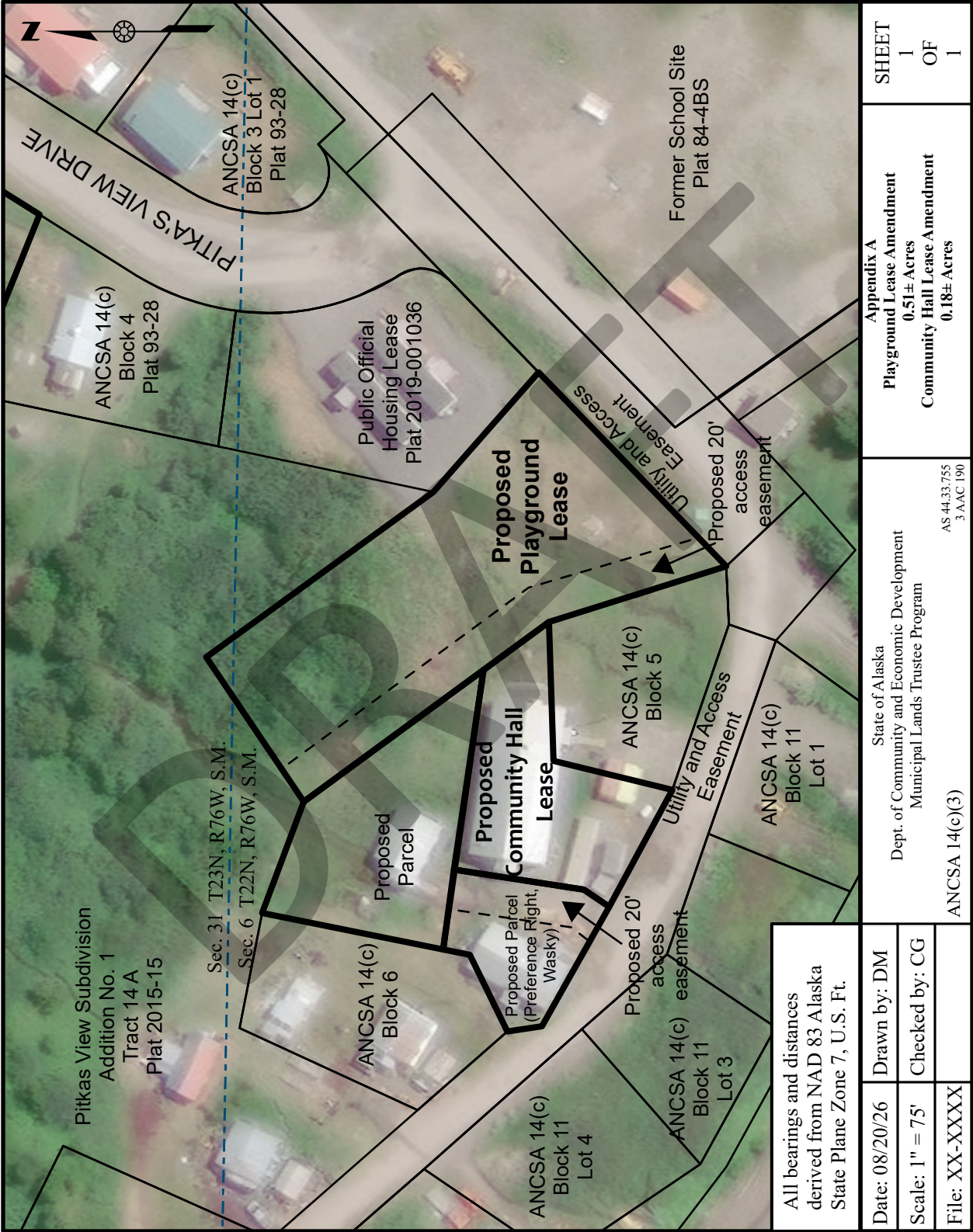
President

ATTEST:

Secretary



Appendix A
Property Plan



**STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
MUNICIPAL TRUST LAND**

**LAND LEASE FOR
PUBLIC CEMETERY**

This lease is entered into between the State of Alaska, Department of Commerce, Community, and Economic Development, as trustee for any future city in Pitkas Point, the Lessor, whose address is 550 W 7th Ave, Ste 1640, Anchorage, Alaska 99501, and the Pitka's Point Traditional Council, the Lessee, whose mailing address is PO Box 127, Saint Mary's, Alaska 99658.

The parties agree as follows:

1. The Leased Premises. The Lessor agrees to lease to the Lessee the exclusive right to construct, operate, and maintain a public cemetery on the following real property (referred to as "the Parcel"):

The surface estate of that certain real property located within Section 31, Township 23 North, Range 76 West, Seward Meridian, Alaska, being situated in Pitkas Point, Alaska, more particularly described as a portion of Tract 14A of Plat 2015-15 recorded in the Bethel Recording District, containing 1.15 acres, more or less, as shown in Appendix A, attached hereto.

2. Waiver of Fair Market Value/Rental. The fair market value requirement for this disposal of municipal trust land is waived pursuant to 3 AAC 190.460(1) because the public cemetery serves a public purpose.
3. Term. The term of this lease is 55 years starting on _____, 2026, and ending at midnight on _____, 2081, unless sooner terminated as provided in this lease.
4. Renewal of Lease. If the Lessee wants to renew the lease, the Lessee must notify the Lessor at least 90 days prior to the expiration date of the lease. If it is mutually determined that a new lease should be granted, the Lessee will be given a right of first refusal to lease the Parcel upon the terms fixed by the Lessor.
5. Reservation of Rights. The Lessor reserves the right to grant to others the rights and privileges to use the Parcel 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.

6. Valid Existing Rights. This lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date the lease is entered into.
7. Improvements. No building or other permanent structure, including gravesites, may be constructed or placed within 15 feet of the exterior boundary line of the Parcel.
8. Covenants Pertaining to Public Cemetery.
- (a) No burials will be allowed within any easement.
 - (b) The land may not be subdivided except as may be necessary to define individual graveyard plots for the sole purpose of interment or for other land management issues directly related to the use of the land for a public cemetery.
 - (c) Further subject to: the Pitka's Point Traditional Council, or its successors, will maintain and preserve fiscal accounts as well as operational records of the development, operation, and upkeep of the public cemetery. These records must include the survey plat of the land showing the exact location of individual burial sites or cemetery plots as laid out. The Lessor retains the right to access, inspect, and copy these records at any and all reasonable times.
9. Assignment, Improvement, or Encumbrance of Land. During the term of this lease, the Lessee may not assign this lease nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written approval of the Lessor. During the term of this lease, Lessee may not construct or install any improvements not expressly authorized in paragraph 1 of this lease without the prior written approval of the Lessor. Any such act, without prior written approval of the Lessor, is void.
10. Subleases. Subject to paragraph 9, the Lessee may sublet the Parcel for approved uses with the prior written consent of the Lessor. Any sublease permitted by the Lessor shall be subject to, and require full compliance with, all terms, obligations, and conditions of this lease agreement, and Lessee shall remain fully liable for Lessee's obligations and responsibilities under this lease, including, but not limited to, the performance of all conditions and obligations to be performed under this lease.
11. Documents. The Lessee shall promptly provide the Lessor with copies of all proposed or executed assignments and subleases, and with copies of all proposals for development or improvements to the Parcel before undertaking any of the activities described in same. Lessee shall provide Lessor any construction as-builts for any improvements made to the Parcel within 90 days of the completion of such improvements.

12. Access to Parcel. The Lessor or its authorized representatives reserve the right of ingress and egress on the Parcel and inspection of the leased premises with 24 hours written notice to Lessee or notice to Lessee by phone, email, or any other method by which the Lessee is available for contact.
13. Operation and Maintenance. At no cost to the Lessor, the Lessee will provide all utilities, services, and maintenance necessary for the Lessee's use of the Parcel. The Lessee will take reasonable steps to protect the surface of the leased area and the natural resources and all improvements on the Parcel, and to maintain the Parcel and surrounding area in a reasonably neat and clean condition compatible with its use and surroundings, to the satisfaction of the Lessor.
14. Surface Reservation. Unless otherwise stated in this lease, the Lessee may not sell or remove for use elsewhere any of the surface resources of the Parcel.
15. Subsurface Estate. This lease governs only the surface estate of the herein described Parcel. It is the duty and responsibility of the Lessee and its sublessees, if any, and not that of the Lessor, to notify and secure the written consent from the appropriate subsurface owner for any and all activity or construction that enters, whether temporary or permanent, into the subsurface estate. Said written consent to the Lessee from the subsurface owner shall be provided to the Lessor by the Lessee prior to any activity or construction on the Land. If any subsurface-owner-approved activity, management, operation, or construction by the Lessee or its agents results in harm to the surface estate, all Lessor's rights and remedies at law or equity will survive modification or termination of the lease. Any and all costs incurred by the Lessee or its sublessees related to its temporary or permanent use of the subsurface estate shall be borne by the Lessee or sublessee and not the Lessor, including but not limited to costs imposed by the subsurface owner. The Lessor makes no representations or warranties, expressed or implied, that any use of the subsurface estate will be approved of by the subsurface owner. The rights and responsibilities of the Lessee or sublessee under this lease exist separate and apart from their successful or unsuccessful attempt to secure permission to use the subsurface estate.
16. Breach and Remedies; Termination.
- (a) If the Lessee or any third party uses the Parcel for other than construction, operation, maintenance, and maintain for the purpose set forth in paragraph 1 above, this lease will immediately terminate and all interests in the Parcel will automatically revert to the Lessor or any successor municipality as provided in 3 AAC 190.460(1). In the event of such termination, Lessor reserves the right to collect from Lessee fair market value rent as provided in 3 AAC 190.450, or other compensation to which Lessor may be entitled at law or equity, for so long as such use continues after termination under this subparagraph.
- (b) Time is of the essence in this lease. If the Lessee breaches any provision of this lease, other than a breach for improper use of the Parcel, which is governed by

subparagraph (a) of this paragraph, and the breach is not remedied within 30 days after written notice of same has been served on the Lessee, the Lessee is subject to any legal action that the Lessor considers appropriate, including the termination of this lease.

(c) If this lease is terminated by summary proceeding or in any other manner, or if the Parcel or any part of it is abandoned by the Lessee during the term of this lease, the Lessor, after written notice to the Lessee, may immediately, or at any time afterwards, enter or re-enter and take possession of the Parcel, or any part of it, without liability for any damage, and may remove all persons and property from it either by summary proceeding or by legal action. The words "entry" and "re-entry" are not restricted to their technical legal meaning.

(d) Lessor is not liable for any costs, expenditures, or damages incurred or suffered by Lessee in the event of termination of this Lease.

17. Vacation and Disposition of Improvements Upon Expiration, Termination, Cancellation:

(a) At the end of this lease, Lessee must peaceably and quietly vacate the Parcel and return possession to Lessor. The Parcel must be left in a clean, neat and presentable condition substantially the same as existed at the commencement of the lease term, normal wear and tear excepted. If Lessee causes any abnormal wear and tear or abuse of or to the Parcel, Lessee shall, at its expense and upon demand by Lessor, immediately eliminate such abnormal wear and tear or abuse or waste and pay for the restoration of the affected area(s) to a commercially reasonable equivalent condition to the Parcel's condition at the commencement of this lease.

(b) No later than sixty (60) days after the effective date of the expiration, termination, or cancellation of this lease:

1. All of Lessee's personal property must be removed from the Parcel;

2. All other property on the Parcel that is owned by the Lessee, including fixtures and improvements, may be removed by the Lessee, sold by the Lessee and removed from the Parcel, or sold to the highest bidder and removed from the Parcel, so long as removal of the property will not cause injury or damage to the Parcel including any structures or improvements thereon.

(c) Title to any of Lessee's improvements, fixtures, or other property which are not removed or disposed of as set out above shall automatically and immediately vest in Lessor.

(d) Upon Lessee's request within the 60-day period, the Lessor may grant additional time for the removal of personal property, fixtures, or improvements if hardship is established by Lessee.

18. Hazardous Substances; Breach, Remedies, and Indemnification.

(a) Lessee shall not engage in or permit by any employee, agent, representative, sublessee, contractor, subcontractor, or invitee the generation, use, storage, or disposal of fuel or any other Hazardous Substance on or around the Parcel, except in strict compliance with then-applicable federal, state, or local laws or regulations pertaining to Hazardous Substances. If fuel or any other hazardous material is handled on or around the Parcel, the Lessee agrees to require 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. "Hazardous Substance(s)" means any toxic, hazardous, radioactive, corrosive material, waste, or compound the discharge, release or disposal of which is regulated under federal, state, or local law or regulations, or which must be reported under federal, state, or local law or regulation, and "Hazardous Substances" specifically include petroleum and petroleum by-products, whether refined and unrefined, as well as asbestos.

(b) In the event of a spill or discharge of any Hazardous Substance on or around the Parcel, the Lessee will ensure that either Lessee or the responsible party immediately acts to contain the spill or discharge, repair any damage, absorb and clean up the affected area, and restore the Parcel and surrounding land to comply with all current state and federal laws in effect at that time. The Lessee will also promptly notify the Lessor about the existence of any spill or discharge and report what actions have been taken to remedy the situation.

(c) Without limiting the effect of the indemnity contained in paragraph 21 of this lease, if Lessee, its employees, agents, representatives, sublessees, contractors, subcontractors and invitees breach the obligations stated in (a) or (b) of this paragraph, or if the presence of Hazardous Substances, including fuel, on or around the Parcel caused or permitted by Lessee, its employees, agents, representatives, sublessees, contractors, subcontractors and invitees results in contamination of the Parcel or surrounding land, or if contamination of the Parcel by Hazardous Substances otherwise occurs for which Lessee is legally liable for damage resulting therefrom, then Lessee shall indemnify, defend, and hold the Lessor harmless from any and all claims, judgments, damages, penalties, fees, costs, liabilities, or losses (including, without limitation, costs of environmental investigation, response, contribution and remediation, diminution in value of the Parcel and surrounding land, damages for the loss or restriction of usable space or of any amenity of the Parcel and surrounding land, and sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) which arise during or after the period in which this lease

is in effect as a result of such contamination. This indemnification of the Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous Substances present in the soil or groundwater on or under the Parcel and surrounding land.

19. No Waiver. The failure of the Lessor to insist on any one or more instance upon the strict performance by the other party of any provision in this lease may not be considered as a waiver for the future; the provision will continue in full force.
20. Formation of a City. The parties acknowledge that this lease is subject to the potential conveyance of the Parcel to a first- or second-class city that may form in Pitkas Point. If a first- or second-class city is formed in Pitkas Point during the duration of this lease, the city shall succeed to the Lessor's interest upon the conveyance of the Parcel.
21. Indemnity of Lessor. The Lessee shall indemnify and hold the Lessor harmless from:
 - (a) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the Parcel by the Lessee, its successor, sublessee, representative, employee, contractor, subcontractor, or invitee, or at Lessee's invitation; and
 - (b) Any accident or fire on the Parcel; and
 - (c) Any nuisance on the Parcel; and
 - (d) Any failure of the Lessee to keep the Parcel in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and
 - (e) Any assignment, sublease, or conveyance, attempted or successful, by the Lessee which is contrary to the provisions of this lease; and
 - (f) Any spill or discharge of Hazardous Substances on or around the Parcel, as provided in paragraph 18.

The Lessee will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the Parcel at its sole risk, and will hold the Lessor harmless from any claim of loss or damage to them by any cause.

22. Notice of Claim. The parties agree to immediately notify each other of any claim, demand, or lawsuit arising out of or affecting the Lessee's occupation or use of the Parcel. Both parties will fully cooperate in the investigation and litigation of any claim, demand, or lawsuit affecting the Parcel.
23. Laws and Taxes. At no expense to the Lessor, the Lessee will conduct all activities 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 authorized herein or to the use, care, operation, maintenance, and protection of the Parcel and infrastructure, including but not limited to matters of health, safety, sanitation, and pollution. The acquisition of any necessary licenses or permits and payment of any taxes and special assessments accruing against the Parcel during this lease term will be the responsibility of the Lessee or its sublessees and not that of the Lessor.
24. Notices. All notices and other writings required or permitted by this lease must be sent by registered or certified mail, postage prepaid, to the parties at the following addresses. A party must notify the other in writing of any change in address.
- Lessor: Municipal Land Trust Officer
 Dept. of Commerce, Community, and Economic Development
 550 W 7th Ave, Ste 1640
 Anchorage, Alaska
- Lessee: Pitka's Point Traditional Council
 PO Box 127
 Saint Mary's, Alaska 99658
25. Denial of Warranty Concerning Title or Conditions. The Lessor makes no specific warranties, express or implied, concerning the title or condition of the Parcel, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee leases the Parcel subject to any and all of the covenants, terms, and conditions affecting the Lessor's title to the Parcel.
26. Successors Bound. All covenants and provisions in this lease extend to and bind the legal representatives, successors, sublessees, and assigns of the parties.
27. Discrimination. The Lessee agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, marital status, or sex will not be permitted on the Parcel 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, pursuant to any federal or state law.

28. Integration and Modification. This lease, including all documents which by reference are incorporated in it or made a part of it, contains the entire agreement between the parties. No modifications or amendments to this lease are effective unless in writing and signed by both parties.
29. Severability of Clauses of Lease. If any provision or covenant of this lease is declared to be invalid by arbitration or a court of competent jurisdiction, the remaining provisions and covenants will continue in full force.
30. Effective Date. The effective date of this lease will be the starting date of the Term specified in paragraph 3, upon signature of this lease by both parties.
31. Early Termination. The Lessee and Lessor may agree to early termination of this lease provided that it is agreed to in writing and signed by both parties.
32. Headings. The heading of the numbered paragraphs in this lease shall not be considered in construing any provision of this lease.

BY SIGNING THIS LEASE, the State of Alaska, as Lessor, and the Lessee, agree to be bound by the provisions as stated above.

Attachments

Appendix A: Property Plan (1 page)

Appendix B: Pitka's Point Traditional Council Resolution 2026-09-03, dated Sept. 8, 2026
(4 pages)

[SIGNATURE PAGES FOLLOW]

LESSEE:

Pitka's Point Traditional Council

By: _____

William Riley, Jr.
Council President

ACKNOWLEDGEMENT

STATE OF ALASKA)
BETHEL RECORDING DISTRICT)ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2026, before me appeared William Riley, Jr., known by me to be the Council President of the Pitka's Point Traditional Council, who is authorized to sign this lease as shown by the attached resolution, and who executed this lease and acknowledged voluntarily signing it on behalf of the Pitka's Point Traditional Council, as Lessee.

(SEAL)

Notary Public for Alaska

My Commission expires: _____

LESSOR:

STATE OF ALASKA

Department of Commerce, Community, and
Economic Development as Trustee for any future
city established in Pitkas Point

By: _____
Sandra Moller
Municipal Land Trust Officer

ACKNOWLEDGEMENT

STATE OF ALASKA)
BETHEL RECORDING DISTRICT)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2026, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came Sandra Moller, Municipal Land Trust Officer acting under delegation of authority for the Commissioner of the Department of Commerce, Community, and Economic Development, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Pitkas Point, Alaska, and acknowledged that this lease was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in herself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

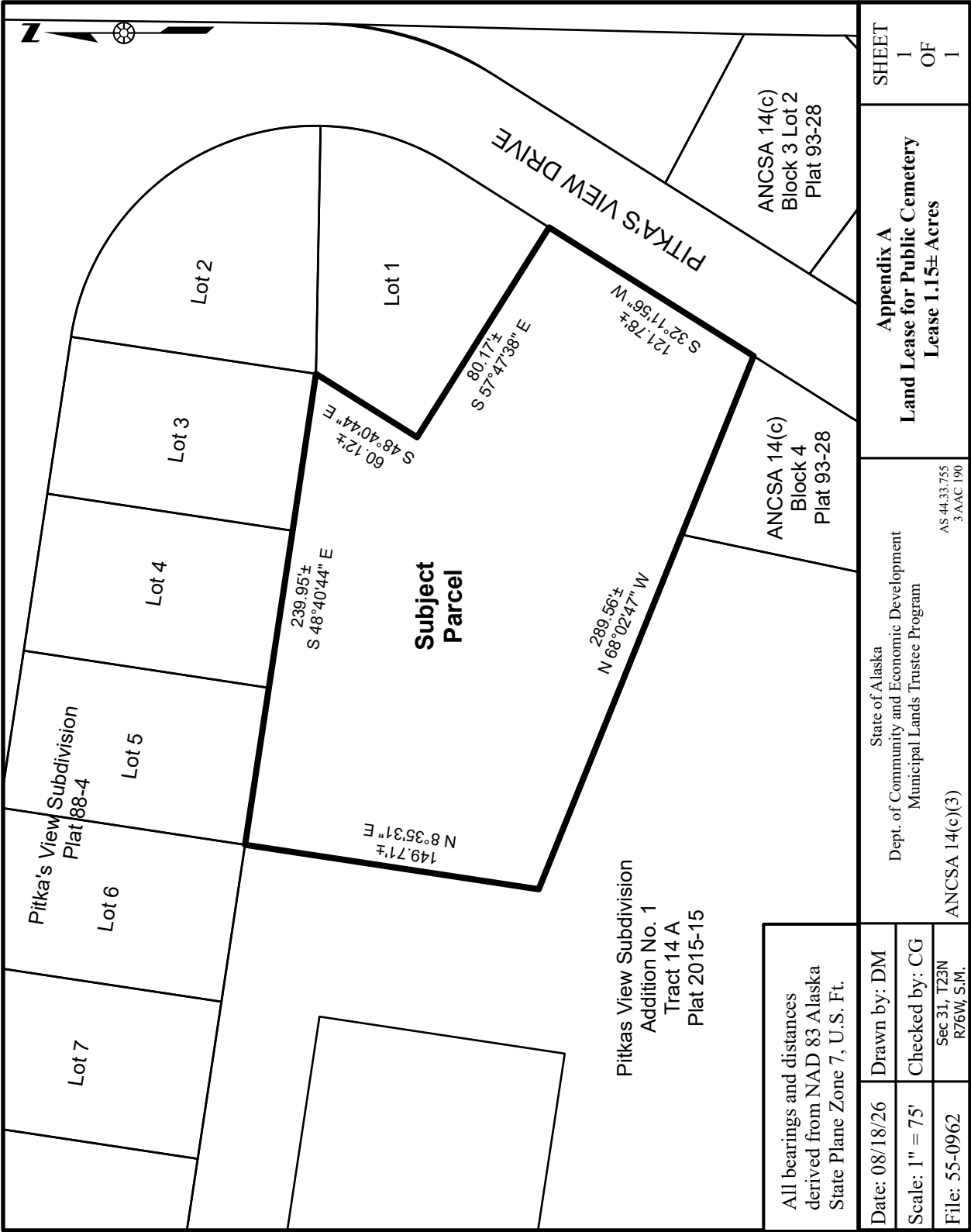
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)

Notary Public for Alaska

My Commission expires: _____

Appendix A
Property Plan



APPENDIX B

A RESOLUTION OF THE PITKA'S POINT TRADITIONAL COUNCIL ("TRIBE") ACCEPTING AND APPROVING STATE OF ALASKA, DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT MUNICIPAL LAND TRUST LAND LEASE FOR PUBLIC CEMETERY AND PROVIDING A LIMITED WAIVER OF THE TRIBE'S SOVEREIGN IMMUNITY.

Resolution No. 2026-09-03

WHEREAS, the Pitka's Point Traditional Council (Tribe) has requested that the State of Alaska, Department of Commerce, Community, and Economic Development as trustee for a future city in Pitkas Point, issue a lease to Pitka's Point Traditional Council to construct, operate, and maintain a Public Cemetery on municipal trust land; and

WHEREAS, AS 44.33.755 and 3 AAC 190.010 et seq. of the municipal trust land regulations provide that the Commissioner of the Department of Commerce, Community, and Economic Development of the State of Alaska is designated to administer and dispose of such lands conveyed to the State in trust, and that she may transfer a leasehold interest in municipal trust land and waive the requirement to obtain the fair market value for the land only after obtaining the approval of an appropriate village entity; and

WHEREAS, the Pitka's Point Traditional Council is the recognized "appropriate village entity" to approve land transactions to be performed by the State in trust pursuant to AS 44.33.755(b) and 3 AAC 190.010 and .430 and has been consulted with reference to the interest in land to be so transferred; and

WHEREAS, the Pitka's Point Traditional Council has also reviewed and discussed the proposal that the fair market value for this Lease be waived as provided in 3 AAC 190.460(1); and

WHEREAS, the State of Alaska, Department of Commerce, Community, and Economic Development, as trustee, requires as a condition of the lease that the Pitka's Point Traditional Council waive sovereign immunity from suit by the State of Alaska or a future city that may form in Pitkas Point for claims arising out of its activities under the Lease; and

WHEREAS, the Tribe desires to accept and enter into the Land Lease for Public Cemetery, and to waive its sovereign immunity.

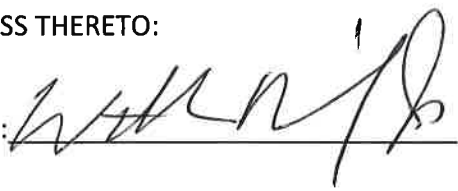
NOW THEREFORE BE IT RESOLVED THAT:

1. **Waiver of Sovereign Immunity:** The Tribe waives the Tribe's sovereign immunity and gives its consent to be sued and to have judgment entered against it in the courts or administrative tribunals or entities of the State of Alaska for the relief specified in the attached Limited Waiver of Sovereign Immunity; and
2. **Approval of the Lease:** The Tribe, acting through its Traditional Council in its capacity as the "appropriate Traditional entity" for the Village of Pitkas Point, approves the attached State of Alaska Department of Commerce, Community, and Economic Development, Municipal Land Trust Land Lease for Public Cemetery, including the waiver of the fair market value requirement for this disposal of an interest in municipal trust land; and
3. **Authorized Agent:** The Tribe authorizes William Riley, Jr. to negotiate, execute, and administer on behalf of the Tribe all documents, agreements, and contracts required under or related to the State of Alaska Department of Commerce, Community, and Economic Development, Land Lease for Public Cemetery, the Limited Waiver of Sovereign Immunity and any other agreements or documents required as a condition of the Lease, any renewal or extension thereof, and any subsequent amendments.

CERTIFICATION

The foregoing resolution was passed and approved by a duly convened meeting of the Pitka's Point Traditional Council, the "appropriate village entity", at which the required voting quorum was present and voted 5 Yes, 0 No, and 0 Abstaining, this 8th day of September, 2026.

IN WITNESS THERETO:

Signature: 

Title: Council President

ATTEST: SIGNATURE OF CLERK/SECRETARY

Signature: 

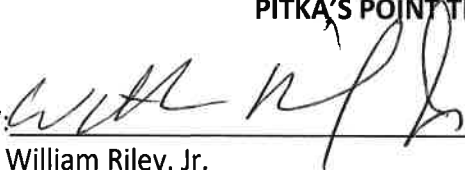
Title: Council Secretary

**Limited Waiver of Sovereign Immunity
by the Pitka's Point Traditional Council
in Connection with the State of Alaska,
Department of Commerce, Community, and Economic Development
Municipal Land Trust Land Lease for Public Cemetery**

1. The Pitka's Point Traditional Council (the Tribe), a federally recognized Indian Tribe, expressly and irrevocably waives its sovereign immunity and gives its consent to be sued in and to have judgment entered against it in the courts or administrative tribunals/entities of the State of Alaska ("State") for the relief specified below.
2. Action. Immunity is waived solely as to:
 - a. Any administrative agency action or civil action filed by the State against the Tribe, or its employees or officials acting in their official capacities, for a breach or violation of the State of Alaska Department of Commerce, Community, and Economic Development, Municipal Land Trust Land Lease for Public Cemetery (the Lease) and any renewal or extension thereof;
 - b. Any defense, cross-claims, counterclaim, offset, or third party claims against the Tribe or its officials or corporate officers by the State in response to an administrative agency action or civil action involving the Tribe or its employees or officials acting in their official capacities and involving the Lease; and
 - c. Any claim arising under or related to the Lease asserted against the Tribe or its officials or corporate officers by the State (1) in response to third-party claims against the State as a result of the Tribe's actions, or the actions of the Tribe's officials, corporate officers, employees or agents, during the term of the Lease; (2) to compel compliance with a subpoena; (3) to compel compliance with a lawful judgment, order, or process of the administrative body or state court; or (4) to prevent any other unlawful interference with the process or proceedings of an administrative body or state court and to seek any available remedies against the Tribe via contempt proceedings (*see, e.g.*, AS 09.50.010, AS 09.50.020 and AS 09.50.040).
3. Remedy. The remedies available under this waiver shall be limited as follows:
 - a. Monetary relief;
 - b. Equitable relief for the remedy of specific performance, including but not limited to injunctive relief, and declaratory relief;
 - c. Any available remedies for contempt;
 - d. Should the State be declared a prevailing party against the Tribe, or should a court find the Tribe in contempt, the Tribe hereby waives its immunity to permit the State to levy and execute against Tribal funds for costs or attorney's fees awarded to the State of Alaska and to enforce the contempt order or any remedy provided for in the contempt order; and

- e. Only funds belonging to the Tribe are subject to potential levy and execution or other legal process; no personal assets of Tribal officials or employees are subject to levy, execution, or other mechanisms to enforce a judgment.
4. Federal Tort Claims Act. This limited waiver of sovereign immunity shall not be construed as an agreement or concession by the Tribe to limit, waive or alter the coverage of section 314 of Public Law 101-512 or the Federal Tort Claims Act for any claim to which those laws apply.
5. No Third Party Beneficiary. The Tribe does not waive sovereign immunity as to any third party and this limited waiver of sovereign immunity may not be construed to grant any rights or interests to any third party.
6. Forum. Except as otherwise provided by law, Alaska State Courts shall have exclusive jurisdiction over all civil actions described in this waiver of sovereign immunity and any civil action initiated by either party that arises under or is in any manner related to the Lease shall be filed in the courts of the State of Alaska with venue in the Third Judicial District at Anchorage, Alaska.
7. Effective of Future Amendment of Tribe's Constitution. If the Tribe's Constitution or by-laws or ordinances are amended in the future, this waiver of sovereign immunity shall continue in full force and effect regardless of the terms of any such future amendments.
8. Applicable Law and Rules of Construction. This Limited Waiver of Sovereign Immunity shall be interpreted under the laws of the State of Alaska. The Parties have had a full and fair opportunity to consult with legal counsel, to ask questions, and to consider this Limited Waiver of Sovereign Immunity's specific provisions. This Limited Waiver of Sovereign Immunity will not be interpreted in favor of or against either Party.
9. Duration. This Limited Waiver of Sovereign Immunity shall expire six years after the termination, revocation, or expiration of the Lease.

PITKA'S POINT TRADITIONAL COUNCIL

BY: 

William Riley, Jr.
Council President

DATE: 9/8/26

ATTEST: SIGNATURE OF CLERK/SECRETARY

Signature: 

Title: Council Secretary

AFFIDAVIT (OR CERTIFICATION)-OF-POSTING

I, _____, residing at _____, Alaska, being
(name) (village)

first duly sworn, on oath disposes and says: That the attached notice was posted at

_____, a conspicuous location in _____ for an
(posting location) (village)

uninterrupted duration of 30 days between _____ and _____,
(date posted) (date removed)

20____.

Signed: _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 20____

_____, My Commission Expires: _____
(Signature of Notary, Postmaster, or postal clerk)

(seal or stamp)

Instructions: If there is not a notary public available in the village, this document can be certified by the village postmaster. If there is not a postmaster, it can be certified by the postal clerk. If there is neither a notary nor a postal employee available to sign the document, use the spaces below for three witnesses to certify the posting.

(witness) (date) (witness) (date)

(witness) (date)