

D. NEGOTIATED SALES INFORMATIONAL SHEET FOR NATIVE LANDOWNERS OF RESTRICTED PROPERTY

With the approval of the Secretary or his authorized delegate, a landowner of a restricted Native allotment or townsite lot can sell all or a portion of their land. The landowner must have a Certificate of Allotment or a Native Restricted Trustee Deed before they can sell their land. The sale of any restricted Native land must be approved by the Bureau of Indian Affairs (BIA) in order to be valid and must be at or above the appraised fair market value.

BIA or Tribal Realty staff will prepare all documents for the negotiated sale process. Since most of the fieldwork required for this transaction is accomplished during the summer months, early notice is appreciated. During the winter months, the land is usually not accessible for field visits.

For land that has two or more landowners, all co-owners must make an Application for Sale. Counseling will be provided to all co-owners.

The landowner must express his/her desire to sell their land in writing to the BIA or Tribal Realty Office having jurisdiction over the land. A Realty Specialist will be assigned to your negotiated sale transaction. Be sure to read all the documents carefully and ask questions about any part of the sale process that you might not understand. The following is an outline of the steps involved in the sale process:

1. **Initial Contact & Counseling:** The landowner is counseled and apprised of the negotiated sale process and other options available such as - leasing, gift deeding, mortgages, etc. An offer to purchase will be requested from the interested purchaser stating the terms of the proposed purchase.
2. **Application:** After the offer to purchase is received from the interested purchaser, an Application for Sale will be provided to the landowner to be completed and returned.
3. **Offer to Purchase Real Property:** An Offer to Purchase Real Property form may be required if special circumstances warrant. Otherwise, the informal offer to purchase letter is sufficient.
4. **Land Status:** A Title Status Report will be requested from the BIA Alaska Title Services Center that will show all land transactions affecting ownership and acreage.

5. **Survey:** If an adequate description is not possible, a survey is necessary and required. The survey is to be conducted by a registered land surveyor. If a survey is necessary, it is the responsibility of the landowner to procure the services of the registered land surveyor. This in itself is another transaction that must be completed before any sale can proceed.
6. **Appraisal:** An appraisal of the land being sold is necessary to insure that the landowner is receiving the appraised fair market value for the land. The Department of the Interior, Office of Special Trustee (OST), Appraisal Services, have appraisers that will conduct the appraisal at no cost to the landowner. However, landowners may, at their own expense, have a private appraisal done. The private appraisal report will be subject to review and approval by the OST Appraisal staff and must be prepared in accordance with their guidelines. The private appraiser must contact or meet with the OST Appraisal staff prior to conducting and preparing the appraisal report.
7. **Archeological Inventory:** The allotment or townsite lot must be inventoried for potential cultural or historical remains. Like the appraisal, BIA Archeology staff will conduct the inventory at no cost to the landowner. At the landowner's expense the services of a private archeologist can be obtained. The private archeological report will be subject to review and approval by the BIA Archeology staff and must be prepared according to their guidelines.
8. **Timber Clearance:** If the land is valuable for timber, a timber clearance and/or timber report may be necessary. The realty specialist assigned to the case, can determine the necessity based on their knowledge of the land area and from discussions with the landowner. If a timber clearance is necessary, BIA or Tribal Forestry staff will be responsible for conducting the fieldwork.
9. **Environmental Compliance:** This is required to determine the impact, if any, the proposed sale will have on the environment or wetlands. The Realty Specialist assigned to your case will assess the sale and will determine the type of environmental document required and who will be required to prepare the environmental document.
10. **Re-counsel/Finalize Documents:** After the archeological inventory and appraisal has been received, the landowner is re-contacted for another phase of counseling and signing of documents.
11. **Report of Investigation:** After all the previous requirements have been met, a report of investigation will be prepared to report the findings and recommendation to the BIA Alaska Regional Director.

12. **Approval/Disapproval:** After all the necessary paperwork is completed, the sales package is submitted for approval/disapproval to the Alaska Regional Office in Anchorage.

If disapproved, the landowner and purchaser will be notified of the action taken. If approved, the approved deed or the sales contract (Memorandum of Agreement) will be forwarded to the BIA Alaska Title Services Center for recording before being returned to the Alaska Region, Real Estate Services.

For Negotiated Cash Sales:

13. After receipt of the approved deed, the deed is then recorded in the appropriate State Recording office before delivery to the purchaser.

For Negotiated Deferred Payment Sales:

14. **Payment Schedule:** After receipt of the approved package, a payment schedule file is prepared to keep a record of payments made on the purchase of the land. The sales contract (Memorandum of Agreement) is recorded in the appropriate State Recorders Office. The Deed is held in Escrow at the Alaska Region, Real Estate Services. Notices for payments will be sent to the purchaser, as well as, a monthly and/or annual schedule of payments made. All payments are sent to the Service provider and to be forwarded to the BIA Alaska Regional Office of Special Trustee for deposit into the landowner's account. The landowner can then withdraw all or portion of the monies using an IIM Application.
15. **Final Deed:** After payment in full is received, the Deed is sent to the BIA Alaska Regional Office for final approval by the Regional Director and then forwarded to the BIA Alaska Title Services Center for recording. After recording by the BIA, the document(s) are returned to the Alaska Region, Real Estate Services to be recorded in the appropriate State Recording Office.

**Kawerak LMS Dept.
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1-800-443-4316**

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

APPLICATION FOR THE NEGOTIATED SALE OF RESTRICTED NATIVE LAND

LANDOWNER: _____ NO. _____ DATE: _____

Application is hereby made for the NEGOTIATED SALE of the following described land:

_____, containing _____
acres, more or less.

In justification of this application, true statements are made to the following:

1. Date of Birth: _____ Age: _____
2. Social Security Number: _____
3. Marital Status: _____
4. Education: Years in Elementary School _____ High School _____ College _____
5. The following person(s) are dependent upon me for support (Give names, ages, and relationship): _____

6. I am enrolled as an _____ Degree of Native Blood _____
Village Corporation _____ Regional Corporation _____
7. Permanent Address: _____
Phone Number: _____ Best time to be reached: _____
8. The amount of my annual income is \$ _____
9. My income is obtained from the following sources: _____

10. If receiving public assistance grants from the State, or general assistance from the Bureau of Indian Affairs, or funds from the Veteran's Administration, Social Security, or any regular public benefit, state kind and amount (if none, state none).

11. If indebted to the United States, state amount and purpose of indebtedness (if none, state none). _____

12. I (do) (do not) live on or make personal use of the land covered by this application.

13. The land is leased and the annual rent received is \$_____ (If not leased, state none).

14. I intend to use the proceeds of this NEGOTIATED SALE for the following purpose(s): _____

Signed this _____ day of _____, 20 _____, I hereby certify that the effect of this application was explained to me and that I fully understand it.

(Applicant Signature)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Postmaster or Notary Public in and for Alaska
My Commission Expires: _____

Signed this _____ day of _____, 20 _____, I hereby certify that the effect of this application was explained to and fully understood by the applicant. Application hereby recommended for approval.

Realty Officer, Kawerak, Inc.

Application hereby approved this _____ day of _____, 20 _____.

Regional Director, Alaska Region

Superintendent, Fairbanks Agency

Notice and Waiver

Amended 1/18/07

Please be aware that the Indian trust land owner to whom this notice is directed may be a member of a class action lawsuit, Cobell v. Norton, No. 1:96CVo1285 (D.D.C.) (Judge Robertson). Nothing in this notice or any letter, document, or other communication to which this notice may be attached will eliminate or adversely affect any rights that the Indian trust land owner who received this notice may have if he or she is a class member in the Cobell litigation. The Indian trust land owner who received this notice will not eliminate or adversely affect any rights that he or she may have as a class member by entering into any transaction or communication with any other person or organization, including the Department of the Interior or the Bureau of Indian Affairs, related to the sale, exchange, transfer, or conversion of Indian trust land.

As a potential class member, the Indian trust land owner who received this notice has the right to consult with the class counsel in the Cobell litigation prior to any proceeding with any further communication or transaction. For further information you may contact the lawyers for the class members: Dennis M. Gingold, Esq., or Keith M. Harper of Kilpatrick Stockton. Written correspondence to either lawyer (or both of them) can be directed to 607 14th Street, N.W., 9th Floor, Washington, DC 20005 or alternatively to the following email address: beneficiaryline@kilpatrickstockton.com. In addition, you can call them directly using the following toll-free number: 1-866-383-6554. You may also access further information at the plaintiffs' website, www.indiantrust.com. The Indian trust land owner who received this notice may also choose to waive his or her right to consult with class counsel. If the Indian trust land owner who received this notice wishes to do so, he or she must sign and return this notice to the Department of the Interior office from which you received it within ten (10) days. Waiver of the right to consult with class counsel will not eliminate or adversely affect any rights that the Indian trust land owner who received this notice may have as a class member in the Cobell litigation.

I, the undersigned, hereby waive my right to consult with class counsel in the Cobell litigation before continuing with communications or transactions involving or resulting in the sale, exchange, transfer, or conversion of Indian trust land.

Print Name

Landowner Signature

Witness Signature

Date

SIGNATURE CONSTITUTES WAIVER

Confirmation of Consultation

As a potential member of the plaintiff class in Cobell v. Norton, No. 1:96CV01285 (D.D.C.) (Judge Robertson), I have consulted with class counsel and wish to proceed with further written communications with the Department of the Interior and with transactions involving or resulting in the sale, exchange, transfer, or conversion of my interests in Indian trust land.

Class counsel includes:

Dennis M. Gingold, Esq., and Keith M. Harper of Kilpatrick Stockton, 607 14th Street, N.W., 9th Floor, Washington, DC 20005

Email address: beneficiaryline@kirkpatrickstockton.com.

Toll-free telephone number: 1-866-383-6554.

Print Name

Signature

Date

Witness