

ALASKA LAND BANK AGREEMENT

BOOK 0013 PAGE 039

This AGREEMENT, effective 27th MAY, 1986, between GAMA-A' YOO, LIMITED ("Owner") and the UNITED STATES OF AMERICA, acting through the U.S. Fish and Wildlife Service ("Agency"). The Owner and the Agency are referred to collectively as "parties" and individually as "party".

RECITALS

- M-23438
1. The Owner is an Alaska Native Corporation organized and existing pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. § 1601, et seq., as amended ("ANCSA"), and the laws of the State of Alaska.
 2. The Owner is the grantee of lands or interests in lands pursuant to ANCSA or the Alaska National Interest Lands Conservation Act ("ANILCA").
 3. The Owner desires to participate in the Alaska Land Bank Program ("Program") established by section 907 of ANILCA, 43 U.S.C. § 1636.
 4. The Agency considers compliance with this agreement as achieving compatibility with the management plan for adjoining federal lands or those federal lands directly affected by the use of the Owner's lands.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration described in this agreement, the parties agree as follows:

1. AUTHORITY FOR AGREEMENT

This agreement is entered into pursuant to section 907 of ANILCA. This agreement is subject to and shall be interpreted in a manner consistent with ANILCA, together with the applicable provisions of ANCSA, and any amendments to these acts.

2. SUBJECT LANDS

(a) Subject to valid existing rights, the lands covered by this agreement, which are referred to as "subject lands", are those lands or interests in lands that have been conveyed to the Owner pursuant to ANCSA (including land exchanges thereunder) or section 901 of ANILCA, 43 U.S.C. § 1631, are still owned by the Owner, and are described in exhibits attached to and incorporated in this agreement. Exhibit 1, which is attached to and incorporated in this agreement, describes the subject lands covered by the agreement upon its effective date.

(b) The parties may amend this agreement in accordance with paragraph 16(d) to add to the Program additional lands and interests in lands which have been conveyed to the Owner pursuant to ANCSA or section 901 of ANILCA and are still owned by the Owner. Such additions shall be accomplished through the attachment and incorporation of exhibits executed jointly in recordable form which describe the lands and interests in lands being so added. When so added, such lands become part of the subject lands.

(c) Upon withdrawal of lands from the agreement under paragraph 9, upon the conveyance of lands by the Owner pursuant to section 14(c) of ANCSA, 43 U.S.C. § 1613(c), or upon conveyance of lands to a third party by operation of law, the lands shall cease to be subject lands, and the appropriate exhibits shall be amended accordingly. The parties agree to the execution in recordable form of any release describing the lands so withdrawn or conveyed.

3. TERM

(a) This agreement shall become effective only upon its execution by all parties, and its effective date shall be the date when the last of the parties signs the agreement.

(b) As to the lands described in Exhibit 1, this agreement shall remain in full force and effect for ten (10) years following the effective date of this agreement. As to lands added pursuant to paragraph 2(b), this agreement shall remain in full force and effect for ten (10) years following the effective date of the amendment adding such lands.

(c) Unless written notice setting forth the party's reasons for not intending to renew the agreement or an amendment adding lands to the Program is provided to the other party at least six (6) months prior to the expiration of the applicable term, this agreement or such amendment shall be renewed for successive terms of five (5) years each. The parties agree to the execution of a document in recordable form evidencing each such renewal or releasing the appropriate lands from participation in the Program whenever the application of the agreement to lands described in the agreement is not renewed.

4. OBLIGATIONS OF OWNER

(a) The Owner shall have the following obligations with respect to all of the subject lands:

(i) Restriction Against Alienation. The Owner shall not alienate, transfer, assign, mortgage, or pledge the subject lands except as provided in section 14(c) of ANCSA or in an order of a court of competent jurisdiction requiring the Owner to reconvey such lands to the United States or for the reconveyance of such lands to the United States for the purpose of correcting title errors.

(ii) Development or Improvement. The Owner shall not permit development or improvement of the subject lands, except as provided in paragraph 8 of this agreement.

(iii) Access. The Owner shall permit reasonable access by federal agency personnel and their agents or representatives to the subject lands for purposes of administering the adjoining federal lands and carrying out the provisions of the agreement, and shall permit reasonable access by state agency personnel to the subject lands for purposes of conserving fish and wildlife.

(iv) Management of Subject Lands. Owner shall manage the Subject Lands in a manner compatible with the management plan for the Koyukuk National Wildlife Refuge or Innoko National Wildlife Refuge, as appropriate. The Owner shall be deemed to have managed the Subject Lands in a manner compatible with the appropriate management plan if the Owner is in compliance with the provisions of this Agreement.

(b) To achieve compatibility with the relevant Agency management plan under § 907(b)(2) of ANILCA, the Owner shall have the following additional obligations regarding those portions of the subject lands delineated as "management lands". Management lands are those subject lands which adjoin federal lands or the use of which directly affects federal lands. Such management lands are delineated in each of the exhibits placing lands in the Program pursuant to this agreement.

(i) Resource Protection. (A) - The Owner shall manage and use the management lands in a manner that does not materially impair either the fish and wildlife habitats on such lands or the fish and wildlife populations within the Koyukuk National Wildlife Refuge ("KNWR") or Innoko National Wildlife Refuge ("INWR"), as appropriate: Provided, that hunting, fishing, subsistence uses and other authorized taking of fish and wildlife in accordance with law, as authorized by Owner, shall be permitted on the management lands as authorized by Owner.

(B) The Owner also shall manage and use those portions of the management lands that are located within the exterior boundaries of KNWR or INWR, as appropriate, in such manner as not materially to

impair any historic, archeological or paleontological resources or any outstanding geological features on such management lands.

(ii) Equipment Use. The use of motorboats, aircraft, other means of motorized surface transportation permitted in KMR or IMR, as appropriate, or non-motorized means of surface transportation is permitted on the management lands so long as such use does not materially impair the purposes and values for which KMR or IMR, as appropriate, was established within its boundaries.

(iii) Consultation. The Owner agrees to consult with the Agency on appropriate limitations, if any, on the location, duration and scope of uses of the subject lands in order to enhance the quantity and quality of Alaska's renewable resources and to facilitate the coordinated management of KMR or IMR, as appropriate, and the management lands.

5. IMMUNITIES

By operation of section 907(c)(2) of ANILCA, so long as the Owner is in compliance with the agreement, the Owner shall, as to the subject lands, be entitled to immunity from:

- (a) adverse possession;
- (b) real property taxes and assessments by the United States, the State of Alaska or any political subdivision of the State: provided, that this immunity shall cease if the lands involved are leased or developed, as these terms are used in section 21(d) of ANCSA, 43 U.S.C. § 1620(d); and
- (c) judgment in any action at law or equity to recover sums owed or penalties incurred by the Owner or any officer, director or stockholder of the Owner.

6. OBLIGATIONS OF THE AGENCY

(a) To the extent the subject lands are specifically identified by the Owner in writing to the Agency as having particular subsistence, cultural or religious importance, the Agency personnel, or their agents or representatives, shall give reasonable prior written notice to the Owner on a seasonal basis of their intended access to the identified subject lands for the purposes of carrying out this agreement and shall use reasonable care to avoid impairing the subsistence, cultural or religious values of the subject lands. Unless specific lands are so identified, access by the Agency personnel, or their agents or representatives, shall be without prior notice.

(b) Upon written notice by the Owner of a legal action by anyone not a party to this agreement which challenges either the terms of this agreement or the application of the immunities set forth in paragraph 5 to the subject lands, the Agency agrees to consider, and where appropriate may recommend to the Department of Justice, intervention in the action by the United States to preserve the protections of this agreement.

7. OTHER BENEFITS

In addition to any requirement of applicable law, including the provisions of section 21(e) of ANCSA and section 907(e) of ANILCA regarding wildland fire protection services, the Agency in its sole discretion may under section 907(c)(1) of ANILCA provide technical and other assistance to the Owner with respect to fire control, trespass control, resource and land use planning, the management of fish and wildlife, and the protection, maintenance and enhancement of any special values of the subject lands, all with or without reimbursement as agreed upon by the parties. This paragraph is not an obligation by the Agency to provide those services or assistance, but rather an authorization to be exercised in the sole discretion of the Agency on a case-by-case basis.

8. PERMITTED DEVELOPMENTS AND IMPROVEMENTS

(a) Existing Developments and Improvements

(i) Within 120 days of the effective date of this agreement, the parties shall jointly prepare a list of developments or improvements existing on the subject lands as of the effective date of this agreement, which list shall be attached as Exhibit 2 and incorporated herein, except that nothing in this subparagraph (a) shall require the listing of any existing development or improvement located on management lands which costs less than \$5,000, including labor and materials, or any existing development or improvement located on subject lands other than management lands which costs less than \$15,000, including labor and materials, so long as in either case such development or improvement is used only for hunting, fishing, trapping, subsistence uses, and/or personal noncommercial recreation authorized by the Owner.

(ii) The list shall include the location and a brief description of each development or improvement. In the event that either party, after the execution of this agreement, discovers any development or improvement, which was in existence prior to the execution of this agreement, but which was not included in Exhibit 2, it shall notify the other party, and such development or improvement, along with its location

and description, shall be added to Exhibit 2 unless the other party disputes its pre-existence prior to the effective date of this agreement.

(iii) Developments and improvements existing on the effective date of this agreement may be repaired and replaced, but, except with the written consent of the Agency, may not be expanded or relocated. The granting or withholding of such consent shall be governed by the provisions of subparagraph (b) of this paragraph.

(iv) Whenever additional lands are added to the Program pursuant to paragraph 2(b) of this agreement, the developments and improvements existing on such lands as of the effective date of that amendment shall be governed by the provisions of this subparagraph (a), except that any references to the effective date or execution of this agreement found in this subparagraph (a) shall be deemed to refer to the effective date or execution of the amendment adding such lands and that a separate exhibit shall list such developments and improvements which shall be numbered chronologically.

(b) New Developments and Improvements

(1) Subject to the proviso of paragraph 5(b) of this agreement, the Owner may develop or improve any of the subject lands, if the development or improvement is approved in writing by the Agency. When seeking approval from the Agency of any proposed development or improvement, the Owner will provide the Agency with a written description of the proposal, including any plans or specifications, which shall set forth the location, nature and potential impacts of the proposed development or improvement. The Agency shall within forty-five (45) days of the receipt of such proposal provide the Owner with the Agency's determination, unless the Owner is advised in writing by the Agency during such 45-day period that an additional thirty (30) days is reasonably required to review the proposal. In the absence of a determination by the Agency within the 45-day period or a timely request for an additional thirty (30) days, the proposal shall be deemed approved. If the Agency timely requests such an additional 30-day period, the Agency shall provide its determination to the Owner by the end of that additional 30-day period, unless to do so is inconsistent with law. If the making of the Agency's determination by the end of that additional 30-day period is inconsistent with law, the Agency shall within such additional 30-day period provide the Owner with a written statement as to why making its determination by that date is so inconsistent. In the absence of a determination by the Agency within the additional 30-day period with respect to either the proposal or that the making of a determination is inconsistent with law, the proposal shall be deemed to be approved so long as such approval is not prohibited by law.

(ii) Approval of a proposed development or improvement shall be given by the Agency on the following conditions:

(A) For the purpose of this subparagraph (b), the Agency will view subject lands within the exterior boundaries of KMR or IMR, as appropriate, as if the subject lands were federal lands. On these lands, the Agency will approve developments and improvements that conform to the purposes and values for which the KMR or IMR, as appropriate, was established, or for which the area is administered, as set forth in its management plan.

(B) For developments and improvements on subject lands outside the exterior boundaries of KMR or IMR, as appropriate, the Agency will approve developments and improvements that do not materially impair, within its boundaries, the purposes and values for which the KMR or IMR, as appropriate, was established, or for which the KMR or IMR, as appropriate, is administered, as set forth in its management plan.

(iii) As used in this subparagraph (b), "develop or improve" or "development(s) or (and) improvement(s)" means any specific project by the Owner or its permittees which constitutes a modification of the subject lands from their existing condition on the date on which such lands were included in the Program pursuant to this agreement, excluding any modification of the management lands which costs less than \$5,000, including labor and materials, or any modification of other subject lands which costs less than \$15,000 including labor and materials, so long as in either case such modification is related to the use of such lands only for hunting, fishing, trapping, subsistence uses, and/or personal noncommercial recreation authorized by the Owner: Provided, that projects excluded from this definition still must comply with the requirements of paragraph 4(b).

(c) The approval of any development or improvement in accordance with this agreement shall not waive the limitation on the provision of free wildland fire protection services found in section 21(e) of ANCSA, 43 U.S.C. § 1620(e).

(d) The specific dollar amounts set forth in subparagraphs (a)(i) and (b)(iii) of this paragraph 8 shall be subject to adjustment effective at such times as the Owner may elect, but no less frequently than once every three (3) years following the date of this agreement. Adjustments shall be made according to the following formula:

$$A = \frac{I}{B} \times S$$

Where:

- A = the adjusted dollar amount to be determined;
- S = the dollar amount specified in the text of this agreement;
- B = _____, which is the amount of the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Anchorage, Alaska, all items (Base: 1967=100) (hereinafter "Consumer Price Index") as of August 1, 1985; and
- I = the amount of the Consumer Price Index as of the latest date as to which said index has been published prior to the effective date of the adjustment.

9. WITHDRAWAL

(a) All or part of the subject lands may be withdrawn from the Program and from the provisions of this agreement at any time, but not earlier than ninety (90) days after the Owner:

(i) submits written notice of the withdrawal to the Agency; and

(ii) pays all federal, state, and local property taxes and assessments which, during the particular term of the agreement then in effect, would have been incurred except for the agreement together with highest rate of interest charged with respect to delinquent property taxes by the federal, state or local taxing authority, if any. The Owner shall notify the Agency of the payment of any applicable taxes and assessments.

(b) Upon withdrawal of lands from this agreement, the obligations of parties and the immunities set forth in paragraph 5 shall cease with respect to the withdrawn lands. As to the remaining subject lands, if any, not withdrawn from the agreement, the agreement shall remain in full force and effect.

(c) The size of the tracts of subject lands to be withdrawn shall be determined by the Owner in its sole discretion.

10. EXPLORATION

Exploration, which means examination and investigation by surface geological or geochemical studies and by geophysical survey to determine

the existence of subsurface non-renewable resources, may be permitted by the Owner on subject lands other than the management lands. Exploration of the management lands may also be permitted, if the proposed exploration is approved in writing by the Agency and the Owner. The Agency shall be deemed to have approved the exploration within forty-five (45) days of the receipt of a written request by the Owner, unless the Agency determines and responds in writing that the proposed exploration (a) will materially impair the purpose and values for which the KWR or INWR, as appropriate, was established within its boundaries; (b) will materially impair either fish and wildlife habitats on the management lands or the fish and wildlife populations within the KWR or INWR, as appropriate; or (c) will materially impair the historic, archeological, or paleontological resources or outstanding geologic features on the management lands located within the boundaries of KWR or INWR, as appropriate. Surface geological or geochemical studies and geophysical surveys not involving the use of motorized transportation are authorized and do not need prior Agency approval. Nothing in this paragraph shall be construed to authorize the examination and investigation of subsurface resources owned by a person or entity not a party to this agreement if such person has not also authorized such examination and investigation.

11. AGENCY DETERMINATIONS

(a) Agency determinations required by this agreement shall be made by the Refuge Manager for KWR, subject to the supervision of the Regional Director, Region 7, U.S. Fish and Wildlife Service. The Refuge Manager's determination shall constitute the final administrative decision of the Agency in the matter unless the Owner appeals the Refuge Manager's determination to the Regional Director within thirty (30) days of its delivery in accordance with paragraph 15.

(b) The Owner's appeal to the Regional Director shall indicate the basis for its disagreement with the Refuge Manager's decision and whether or not the Owner requests an informal hearing before the Regional Director. Within sixty (60) days of the later of receiving the Owner's appeal or holding an informal hearing, if the Regional Director decides in his discretion to grant the Owner's request for a hearing, the Regional Director shall in writing affirm, reverse or modify the Refuge Manager's decision or remand the matter to the Refuge Manager for further consideration. Excluding a decision to remand the matter, the Regional Director's decision shall constitute the final administrative decision of the Agency in the matter and result in the exhaustion of the Owner's administrative remedies. Any further action by the Owner to challenge the Agency's final determination must be filed in court of competent jurisdiction within sixty (60) days of the delivery of such determination to the Owner in accordance with paragraph 15.

(c) Nothing in this paragraph 11 shall preclude the Regional Director from assuming jurisdiction to make any determination required by the agreement. Whenever the Regional Director makes a determination under this agreement, any administrative appeal of the Regional Director's determination taken by the Owner shall be filed with the Director, U.S. Fish and Wildlife Service, Washington, D.C. 20240 and shall otherwise be considered in accordance with the procedures described in subparagraph (b) of this paragraph.

12. TERMINATION FOR DEFAULT: REMEDIES

(a) If either party materially breaches any of the provisions of this agreement, the party not in breach shall give the party in breach written notice of such breach. If, within sixty (60) days of receiving notice of breach the party in breach has failed either (i) to commence in good faith action to remedy the breach, or (ii) to institute an appeal of the Agency's determination of breach in accordance with paragraph 11, the party not in breach may terminate this agreement by giving written notice of termination within 90 days thereafter.

(b) In addition or in the alternative, breach under this agreement shall also be subject to those judicial remedies available at law or in equity, including specific performance.

(c) During the 60-day period allowed for cure of a breach of the agreement, or, if a remedial action has been commenced in good faith by the party in breach, during such additional period as is needed to cure the breach, or while an appeal challenging the determination of breach is pending, the agreement shall not be deemed to be terminated. If the Owner is claimed to be in breach, however, the agency may terminate all or part of any technical or other assistance provided pursuant to paragraph 7 without following the procedures of this paragraph.

13. SURFACE/SUBSURFACE ESTATES

The parties recognize that, as to some or all of the subject lands, the Owner may own only the surface estate or subsurface estate in accordance with the provisions of ANCSA. The parties also recognize that under § 907(a)(3) of ANILCA, this agreement cannot affect the rights or interest in lands held by a person or entity not a party to this agreement. Accordingly, to the extent the Owner has title to only the surface estate in all or a portion of the subject lands, this agreement shall not affect the rights of the subsurface owner. Similarly, to the extent the Owner has title to only the subsurface estate in all or a portion of the subject lands, this agreement shall not affect the rights of the surface owner.

14. RECORDATION

Upon execution by the parties, either party may cause this agreement, any amendments to it or any releases from it, to be recorded in the land records of the appropriate recording district.

15. NOTICE

(a) Any notice under this agreement shall be in writing. Any notice, other than notice of breach, shall be effective upon personal delivery or upon mailing by United States certified mail, return receipt requested, postage prepaid. Notice of breach shall be effective upon actual receipt of the notice by the party in breach.

(b) Notices under this agreement shall be addressed as follows:

(1) If to the Owner: President, GAMA-A' YOO, LTD., Box 38, Galena, Alaska 99741; and

(ii) Excluding administrative appeals, which shall be addressed to the Regional Director or Director, as appropriate, if to the Agency: Refuge Manager, Koyukuk National Wildlife Refuge, P.O. Box 287, Galena, Alaska 99741. An informational copy of each notice sent to the Refuge Manager shall be sent to the Regional Director, Region 7, U.S. Fish and Wildlife Service, 1011 East Tudor Road, Anchorage, Alaska 99503.

(c) The address to which a party requests that notice under this agreement be given may be changed at any time by giving written notice to the other party.

16. ADDITIONAL TERMS(a) Officials Not To Benefit

No Member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom out this provision shall be not construed to extend to the agreement if made with a corporation for its general benefit.

(b) Expenditures in Excess of Appropriations

Nothing herein shall be construed as obligating the Agency to expend, or as involving the United States in any obligations for the future payment of money, in excess of appropriations authorized by law.

(c) Waiver

The failure of any party to insist upon the strict Performance of any provision of this agreement or to exercise any right, power or remedy under this agreement shall not constitute a waiver of the same or any other provision.

(d) Modification and Interpretation

This agreement may be modified or amended by the parties to contain additional terms and conditions. Amendments or modifications may be made only by a document in writing executed by the parties and such amendments or modifications shall be effective on the date when the last of the parties signs such amendments or modifications. The parties agree that this agreement represents all the terms and conditions of the agreements. Any oral representations made by any party which are not incorporated into this agreement in writing are not binding.

(e) Other Federal Law

Nothing in this agreement is deemed to affect or modify other statutory authorities or responsibilities of the Agency or any other rights of the Owner.

(f) State Law

Except as provided in Section 5 hereof, nothing in this agreement shall be construed as affecting the civil or criminal jurisdiction of the State of Alaska.

17. DEFINITIONS

As used in this agreement, the following terms have the following definitions:

- (a) "agreement" means this Alaska Land Bank Agreement between the parties referred to on page 1, including all exhibits and amendments;
- (b) "Owner" means the Alaska Native Corporation referred to on page 1, its successors and assigns;
- (c) "subsistence uses" has the meaning set forth in section 803 of ANILCA, 16 U.S.C. § 3113; and

(d) (1) "management plan" as used in this agreement means the comprehensive conservation plan and associated step-down plans developed and adopted pursuant to section 304(g) of ANILCA for the KWR or IWR, as appropriate; and

(ii) the identified management plan shall be applicable to this agreement, even if the plan is finalized or amended during the term of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates stated below.

Date: 5/27/86

Robert E. Gilmore
Robert E. Gilmore
Regional Director, Region 7
U.S. Fish and Wildlife Service

Date: 5/27/86

Max J. Hahndorf
Max J. Hahndorf
President
GANA-A' YOO, LIMITED
George A. Madros, Jr.
George A. Madros, Jr.
Secretary
GANA-A' YOO, LIMITED

STATE OF ALASKA)
4th JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 27th day of May, 1986, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Robert E. Gilmore, who declared to me that he is the Regional Director, Region 7, of the U.S. Fish and Wildlife Service, who is known to me to be the person who executed the within instrument on behalf of the agency herein named, and who acknowledged to me that the same was signed as a free act and deed of the agency for the uses and purposes therein stated pursuant to the laws and regulations of the United States.

WITNESS my hand and notarial seal the day and year first above written in this certificate.



Theresa C. [unclear]
Notary Public in and for Alaska, My
Commission Expires: 3/14/88

STATE OF ALASKA)
4th JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 27th day of May, 1986, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Max J. Buhdorf and George A. Madros, Jr., who declared to me that they are the president and Secretary of GAMA-A' YOO, LIMITED, a corporation, respectively, who are known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and who acknowledged to me that the same was signed as a free act and deed of the said corporation for the uses and purposes therein stated pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and notarial seal the day and year first above written in this certificate.



Theresa O'Neil
Notary Public in and for Alaska
My Commission expires: 3/14/88

SUBJECT LANDS

ALL OF THE SURFACE ESTATE IN THOSE TRACTS OR PARCELS OF LAND AS FOLLOWS:

Kateel River Meridian, Alaska (unsurveyed)

T. 12 S., R. 1 W.

SECS. 4, 5, 8 and 9;
SECS. 15, 16, 17 and 21;
SECS. 22, 27, 28 and 34.

T. 13 S., R. 1 W.

SECS. 1, 2 and 3;
SECS. 11 to 14 inclusive;
SECS. 23 to 26 inclusive;
SECS 34, 35 and 36.

T. 14 S., R. 1 W.

SECS. 1, 2 and 3;
SECS. 9 to 29 inclusive;
SECS. 33 to 36 inclusive.

T. 15 S., 1 W.

SECS. 2, 3, and 4;
SECS. 24, 25 and 36.

T. 14 S., 2 W.

SECS. 13 and 14.
SECS. 21 to 24 inclusive;
SECS. 27, 28 and 29;
SECS. 31 and 32.

T. 15 S., R. 2 W.

SEC. 6

T. 12 S., R. 1 E.

SECS. 24, 25 and 26;
SECS. 34, 35 and 36.

T. 13 S., R. 1 E.

SECS. 1 to 36 inclusive.

T. 14 S., R. 1 E.

SECS. 3 to 10 inclusive;
SECS. 15 to 22 inclusive;
SECS. 26 to 35 inclusive.

T. 15 S., R. 1 E.

SECS. 1 to 5 inclusive;
SECS. 8 to 36 inclusive.

T. 7 S., R. 2 E.

SECS. 22 to 27 inclusive;
SECS 34, 35 and 36.

T. 8 S., R. 2 E.

SECS. 1 and 2;
SECS. 11 to 14 inclusive.

T. 9 S., R. 2 E.

SEC. 1;
SECS. 12 to 15 inclusive;
SECS. 20 to 24 inclusive;
SECS. 27 to 32 inclusive.

T. 10 S., R. 2 E.

SECS. 10 to 36 inclusive.

T. 11 S., R. 2 E.

SECS. 1, 11 12, 14, 15, west of the right bank of the Yukon River;
 SECS. 22 to 28 inclusive;
 SECS. 33 to 36 inclusive.

T. 12 S., R. 2 E.

SECS. 4 and 5;
 SECS 7, 8 and 9;
 SECS 16 to 20 inclusive;
 SECS. 27 to 33 inclusive.

T. 13 S., R. 2 E.

SECS. 4 to 8 inclusive.

T. 7 S., R. 3 E.

SECS. 19 to 36 inclusive.

T. 8 S., R. 3 E.

SECS. 1 to 15 inclusive;
 SECS. 22 to 27 inclusive;
 SECS. 34, 35 and 36.

T. 9 S., R. 3 E.

SECS. 1 to 24 inclusive;
 SECS. 26 to 30 inclusive;
 SECS. 33 and 34 inclusive.

T. 10 S., R. 3 E.

SEC. 4; west of the right bank of the Yukon River;
 SECS. 17, 18 and 19; inclusive;
 SECS. 20, 29, 30 and 31 west of the right bank of the Yukon River.

T. 6 S., R. 4 E.

SECS. 4 to 9 inclusive;
 SECS. 16 to 21 inclusive;
 SECS. 28 to 33 inclusive.

T. 9 S., R. 4 E.

SECS. 1 to 36 inclusive.

T. 7 S., R. 5 E.

SECS. 13 to 19 inclusive;

SECS. 21 to 24, that portion north of the right bank of the Yukon River.

SECS. 29 to 31 inclusive that portion north of the right bank of the Yukon River.

T. 5 S., R. 6 E.

SECS. 1 to 5 inclusive;

SECS. 8 to 17 inclusive;

SECS. 20 to 28 inclusive;

SECS. 34, 35 and 36.

T. 6 S., R. 6 E.

SECS. 1, 2 and 3;

SECS. 10 to 15 inclusive;

SECS. 22 to 27 inclusive;

SECS. 33 to 36 inclusive.

T. 7 S., R. 6 E.

SECS. 1 to 36 inclusive.

T. 5 S., R. 7 E.

SECS 2 to 36 inclusive.

T. 6 S., R. 7 E.

SECS. 1 to 8 inclusive;

SECS. 17 to 21 inclusive;

SECS. 29 to 32 inclusive

T. 7 S., R. 7 E.

SECS. 5 to 8 inclusive;
SECS. 17 to 20 inclusive;
SECS. 27 and 28;
SECS. 29, 30, 32 and 33, those portions north and east of the
right bank of the Yukon River;
SEC. 34.

T. 8 S., R. 7 E.

SECS. 3 and 4, those portions north and east of the right bank
of the Yukon River.

T. 5 S., R. 8 E.

SECS. 19, 20, 29, 30, 31 and 32.

T. 6 S., R. 8 E.

SEC. 6.

T. 8 S., R. 9 E.

SECS. 1 and 2;
SECS. 3, 10 and 11, that portion lying north and east of the
right bank of the Yukon River;
SECS. 12 and 13;
SEC. 14, that portion lying east of the right bank of the Yukon
River;
SECS. 22 and 23, that portion lying east of the right bank of
Johnson Slough;
SECS. 24 and 25;
SEC. 26, that portion lying east of the right bank of Johnson
Slough;
SEC. 27, that portion lying west of the left bank of the Yukon
River;
SECS. 28 and 33;
SEC. 34, that portion lying west of the left bank of the Yukon
River;
SEC. 35, that portion lying east of the right bank of Johnson
Slough;
SEC. 36.

T. 9 S., R. 9 E.

SECS. 1 and 2;
SECS. 11, 12, 13 and 24.

T. 8 S., R. 10 E.

SECS. 7 and 18;
SECS. 25 to 36 inclusive.

T. 9 S., R. 10 E.

SECS. 1 to 36 inclusive.

T. 10 S., R. 10 E.

SECS. 1, 2, 11, 12, 13 and 24.

T. 8 S., R. 11 E.

SECS. 13 to 36 inclusive.

T. 9 S., R. 11 E.

SECS. 1 to 17 inclusive;
SECS. 19 to 36 inclusive.

T. 10 S., R. 11 E.

SECS. 1 to 20 inclusive.

T. 9 S., R. 12 E.

SECS. 1 to 36 inclusive.

T. 10 S., R. 12 E.

SECS. 1 to 18 inclusive.

EXCLUSIONS FROM "SUBJECT LANDS"

BOOK 0013 PAGE 060

- I. EXCLUDING FROM THE ABOVE DESCRIBED LANDS ALL THOSE TRACTS OR PARCELS OF LAND CITED AS EXCLUSIONS IN THE FOLLOWING CONVEYANCES.
1. Gana-a' Yoo, Limited, Interim conveyance No. 375, recorded in the Mulato Recording District within Book 6, pages 783-795.
 2. Gana-a' Yoo, Limited, Interim Conveyance No. 446, recorded in the Mulato Recording District within Book 6, pages 988-990.
 3. Gana-a' Yoo, Limited, Interim Conveyance No. 680, recorded in the Mulato Recording District within Book 9, pages 134-141.
 4. Gana-a' Yoo, Limited, Interim Conveyance No. 682, recorded in the Mulato Recording District within Book 9, pages 124-133.
 5. Gana-a' Yoo, Limited, Interim Conveyance No. 698, recorded in the Mulato Recording District within Book 9, pages 413-421.
 6. Gana-a' Yoo, Limited, Interim Conveyance No. 860, recorded in the Mulato Recording District within Book 11, pages 167-170.
 7. Gana-a' Yoo, Limited, Interim Conveyance No. 1003, recorded in the Mulato Recording District within Book 12, pages 253-259.
 8. Gana-a' Yoo, Limited, Interim Conveyance No. 1019, recorded in the Mulato Recording District within Book 12, pages 248-252.
 9. Gana-a' Yoo, Limited, Interim Conveyance No. 1029, recorded in the Mulato Recording District within Book 12, pages 260-265.
 10. Gana-a' Yoo, Limited, Interim Conveyance No. 1086, recorded in the Mulato Recording District within Book 12, pages 583-588.
 11. Gana-a' Yoo, Limited, Interim Conveyance No. 1099, recorded in the Mulato Recording District within Book 12, pages 608-610.
 12. Gana-a' Yoo, Limited, Interim Conveyance No. 1127, recorded in the Mulato Recording District within Book __, pages _____.

II. EXCLUDING FROM "SUBJECT LANDS" ALL THOSE TRACTS OR PARCELS OF LAND DESCRIBED IN THE FOLLOWING DOCUMENTS:

1. Alfred Mollner/Cana-a' Yoo, Limited 14(c)(1) Settlement Agreement recorded in the Nulato Recording District within Book 8, pages 142-150.
2. City of Kaltag/Cana-a' Yoo, Limited, 14(c)(3) Agreement recorded in the Nulato Recording District within Book 8, pages 313-331.
3. City of Galena/Cana-a' Yoo, Limited 14(c)(3) Agreement recorded in the Nulato Recording District within Book 6, pages 765-774 and Book 9, pages 142-150 and amendment to agreement recorded in the Nulato Recording District within Book 9, pages 142-150.
4. City of Nulato/Cana-a' Yoo, Limited, 14(c)(3) Agreement recorded in the Nulato Recording District within Book 12, pages 751-772, and amendment to this agreement, recorded in the Nulato Recording District within Book 12, pages 825-831.

III. OTHER EXCLUSIONS FROM "SUBJECT LANDS"

1. Crow Creek Subdivision filed in the Nulato Recording District, Fourth Judicial district, State of Alaska as Plat no. 85-01.
2. T. 8 S., R. 9 S., Katal River Meridian:
Section 35: S1/2
3. T. 9 S., R. 10 E., Katal River Meridian:
Sections 3 to 5, contained within United States Survey No. 2627, recorded within Cana-a' Yoo, Limited, Interim Conveyance No. 682 in the Nulato Recording District, Book 9, pages 124-133.
4. T. 9 S., R. 12 E., Katal River Meridian:
Section 2: SW1/4SW1/4
Section 3: E1/2SE1/4SE1/4
Section 10: E1/2NE1/4NE1/4
Section 11: NW1/4NW1/4

5. WINTER HAUL ROAD LANDS

Mueller Mountain Corridor:

A 100 foot temporary licensed as-built service road commencing in T. 9 S., R. 11 E., K.R.M., Section 8 proceeding easterly to Mueller Mountain in T. 9 S., R. 12 E., Section 10.

6. T. 9 S., R. 11 E., Katsel River Meridian:

Section 20: Those lands formerly within right-of-way F-23071 as stated in Gana-a' Yoo, Limited Interim Conveyance No. 1003 recorded in the Mulato Recording District within Book ____, pages 253-259.

7. T. 9 S., R. 4 E., Katsel River Meridian:

Section 5: NE1/2NE1/4, E1/2NW1/4, NW1/4SW1/4, SW1/4SE1/4SW1/4, S1/2SW1/4SW1/4

Section 17: NW1/4

Section 18: NE1/4

8. That part of Roman Catholic Mission Reserve, United States Survey No. 724, situated at Mulato, District of Alaska, beginning at a point at mean high water on the north bank of the Yukon River, from which point corner No. 1 of the Roman Catholic Mission Reserve, U.S. Survey No. 724 bears N. 59 E. 12.20 chains; thence from said point N. 27 W., for a distance of 6.06 chains to the northwest corner; thence S. 63 W., 4.55 chains to the northwest corner; thence S. 27 E., approximately 6.57 chains to mean high water on the north bank of the Yukon River thence approximately N. 52 30' E., along mean high water on the Yukon River to the place of beginning, recorded in Gana-a' Yoo, Limited Interim Conveyance No. 1019 recorded in the Mulato Recording District Book 12, pages 248-252.

MANAGEMENT LANDS

The following described lands, a portion of "Subject Lands," shall be "Management Lands" in accordance with section 4(b) of this Agreement:

1. All subject lands within the boundaries of the Koyukuk National Wildlife Refuge or the Inuvik National Wildlife Refuge.

2. T. 6 S., R. 6 E., K.R.M.:

Sections 1-3, 10-15, 22-24

T. 6 S., R. 7 E., K.R.M.:

Sections 1-8, 17-20

T. 6 S., R. 8 E., K.R.M.:

Section 6

T. 9 S., R. 10 E., K.R.M.

All these lands west of Kala Slough.

Matticc:lw:3/31/86

RETURN TO:

*U.S. Fish & Wildlife Service
90 Division of Realty
1011 E. Tudor Rd.
Anch, Ak. 99515*

86-118

RECORDED - FEE \$82.00
NULLATO REC. DIV.
DATE 6-5 1986
TIME 9:15 A.M.
RECORDED BY TTICO
ADDRESS

#442775