



2007-009417-0

Recording Dist: 311 - Palmer
4/20/2007 11:16 AM Pages: 1 of 10

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THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

Return Recorded Document to:
Attention: Carl Brupbacher
Alaska Department of Natural Resources
Division of Mining, Land and Water
Realty Services Section
550 W. 7th Ave., Suite 1050A
Anchorage, Alaska 99501-3579

“STATE BUSINESS-NO CHARGE”

AMENDMENT TO SETTLEMENT AND RELEASE
BLM Serial No. AA-7754
ADL 226755

This document supersedes in full the Settlement and Release previously recorded at Book 915, Page 212, in the Palmer Recording District on September 30, 1997. This Settlement and Release is entered into by and between the United States Department of the Interior, Bureau of Land Management (BLM), the Bureau of Indian Affairs (BIA), the State of Alaska (the State) and **Helena Larsen** (applicant), with the assistance and approval of the applicant's attorneys, Alaska Legal Services Corporation.

In consideration of the mutual benefits stated below, the parties agree as follows:

1. The applicant has amended Native Allotment application AA-7754 pursuant to 43 U.S.C. 1617(c) as amended by PL 102-415, Section 3, and has relocated onto land Patented to the State of Alaska. The land to which the applicant intends to relocate is more particularly described as follows:

Township 20 North Range 5 West, Seward Meridian

Section 12: Lot 3 (Parcel #1)

Section 13: E1/2SE1/4 (Parcel #2)

Containing 116.08 acres, more or less.

Township 19 North Range 4 East, Seward Meridian

Section 18: SE1/4NE1/4 (Parcel #3)

Containing 40.00 acres, more or less.

Aggregating a total of 156.08 acres, more or less.

2. Legal title to the land was conveyed by the United States to the State pursuant to Section 6(a) of the Alaska Statehood Act of July 7, 1958, Pub. L. 85-508, 72 Stat. 339, as amended under State selection application AA-57016 (CG-99) by Patent 50-93-0040 on November 24, 1992 and State selection application AA-53723 (GS 534) by Patent 1227527 on June 28, 1962.
3. The BLM has determined that the applicant's allotment application is not invalid for reason of any legal defects as described in Aguilar Stipulation No. 1 of the Stipulated Procedures.
4. The State agrees, pursuant to AS 38.05.020(b)(8), to quitclaim the land in paragraph 1 to the United States for reconveyance to the applicant as her Native allotment under the Alaska Native Allotment Act, subject to the following relinquishments, easements, reservations, exceptions and restrictive covenants:



A. The State of Alaska hereby expressly saves, excepts and reserves unto itself, its lessees, successors, and assigns forever, all coal, oils, gases, and associated substances which may be in or upon said land above described, or any part thereof, and the right to explore the same for such coal, oils, gases, and associated substances and it also hereby expressly saves and reserves unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said land, or any part or parts thereof, at any and all times for the purpose of opening, developing, drilling, and working mines or wells on these or other lands and taking out and removing therefrom all such coal, oils, gases, and associated substances, and to that end it further expressly reserves unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power-lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved;

B. all valid existing rights, if any.

C. in addition to Paragraph A through B, Parcel #1: Lot 3, Section 12, Township 20 North, Range 5 West, Seward Meridian, will be subject to:

- (1) an easement fifty (50) feet in width, abutting west of and running north-south along the surveyed township line in common with Section 12, Township 20 North, Range 5 West and Section 7, Township 20 North, Range 4 West, Seward Meridian for use as a public highway and for public utilities as established by AS 19.10.010;
- (2) an easement fifty (50) feet in width, abutting north of and running east-west along the surveyed section line in common with Sections 12 and 13, Township 20 North, Range 5 West, Seward Meridian for use as a public highway and for public utilities as established by AS 19.10.010;
- (3) a public access easement fifty (50) feet in width for pedestrian-only public access, upland, abutting and running in common with the ordinary high water mark of Kashwitna Lake pursuant to AS 38.05.127;

D. in addition to Paragraph A through B, Parcel #2: E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 13, Township 20 North, Range 5 West, Seward Meridian will be subject to:

- (1) an easement fifty (50) feet in width, abutting, west of and running north-south along the surveyed township line in common with Section 13, Township 20 North, Range 5 West,



and Section 18, Township 20 North, Range 4 West, Seward Meridian for use as a public highway and for public utilities as established by AS 19.10.010;

- (2) an easement fifty (50) feet in width, abutting, north of and along the surveyed section line in common with Sections 13 and 24, Township 20 North, Range 5 West, Seward Meridian for use as a public highway and for public utilities as established by AS 19.10.010;
- (3) an easement sixty (60) feet in width, thirty (30) feet on each side of centerline of an existing road that commences at a point approximately 700 feet north of the East 1/16 corner of Section 13 and 24, Township 20 North, Range 5 West, Seward Meridian; thence due east 500 feet, more or less, to the northwest edge of the George Parks Highway. See Department of Natural Resources, Southcentral Region Office ADL No. 58667 file;
- (4) an easement for highway purposes, including appurtenant, protective, scenic and service areas, extending one hundred fifty (150) feet on each side of the centerline of the George Parks Highway, as established by the Act of August 27, 1958, as amended, 23 U.S.C. 317 and transferred to the State of Alaska pursuant to the Alaska Omnibus Act, Public Law 86-70 (73 Stat.141);

E. in addition to Paragraph A and B, Parcel #3: SE1/4NE1/4, Section 18, Township 19 North, Range 4 East, Seward Meridian will be subject to:

an easement fifty (50) feet in width, abutting, east of and running north-south along the surveyed section line in common with Section 17 and Section 18, within surveyed Township 19 North, Range 4 East, Seward Meridian for use as a public highway and for public utilities as established by AS 19.10.010.

5. The applicant agrees that the substitute land description in paragraph No. 1 is accurate and relinquishes the originally intended land described as Tract D located in Sections 5 and 6, Township 19 North, Range 4 East, Seward Meridian within the Matanuska Valley Moose Range.
6. The BLM agrees to convey the land described in paragraph No. 1 to the applicant as her Native allotment and will not credit the State's acreage entitlement under Section 6(b) of the Alaska Statehood Act of July 7, 1958 (72 Stat. 339) because the State is retaining ownership of the reserved minerals.
7. The BLM, the BIA, and the applicant hereby waive and release the State from any and all claims they may have against the State arising from the State's ownership, use, development, operations on or under, or maintenance of the land prior to the date that the quitclaim deed is issued.



200' / 100'
Should have
been

8. The BLM, the BIA, the applicant and the State agree that this Settlement and Release, as implemented, satisfies any and all obligations or liability that the BLM or the State may have to the applicant under the Opinion in Aguilar v. United States, 474 F. Supp. 840 (D. Alaska 1979) and the Stipulated Procedures, and the BLM, the BIA, and the applicant hereby waive any right to bring an action against the State for the recovery of title to any further interest in lands based on a Native allotment claim of the applicant.
9. The applicant acknowledges that she has received counseling from the BIA/Tribal Contractor with regard to the precise terms of this Settlement and Release. The applicant further acknowledges that she has been represented or has had the opportunity to be represented by legal counsel throughout the course of negotiations that led to the execution of the Settlement and Release. The applicant desires to enter into this Settlement and Release, being fully informed of its terms, contents, and effect.
10. The BLM, the BIA, the applicant and the State intend the terms of this Settlement and Release to be binding upon the applicant, applicant's heir, administrators, executors, successors, and assigns forever.
11. Definitions. Whenever used in this agreement the following word has the following meaning:
 - A. "State" means the State of Alaska, its agencies, employees, agents, successors, and assigns, lessees, permittees, contractors and subcontractors;
 - B. "oil" means crude petroleum oil and other hydrocarbons, regardless of gravity, that are produced in liquid form by ordinary production methods, including liquid hydrocarbons known as distillate or condensate recovered by separation from gas other than at a gas processing plant;
 - C. "gas" means all natural gas (except helium gas) and all other hydrocarbons produced that are not defined in this lease as oil;
 - D. "associated substances" means all substances except helium produced as an incident of production of oil or gas by ordinary production methods and not defined in this lease as oil and gas;
 - E. "unit" means a group of leases covering all or part of one or more potential hydrocarbon accumulations, or all or part of one or more adjacent or vertically separate oil or gas reservoirs, which are subject to a unit agreement;
 - F. "unit agreement" means the agreement executed by the State of Alaska, working-interest owners, or royalty owners creating the unit.



12. The BLM, the BIA, the applicant and the State desire to reach a full and final compromise, settlement, and release of all matters arising out of the facts described above.

IN WITNESS WHERE OF, the parties have signed this Settlement and Release below

*****LAST ITEM*****



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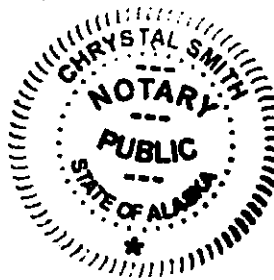
2007-009417-0

DATED: 09-22-06

Helena (Larsen) Mark
Helena(Larsen)(applicant) Mark

STATE OF ALASKA)
) ss.
3rd Judicial District)

THIS IS TO CERTIFY that on this 22nd day of September, 2006,
before me appeared Helena (Larsen) Mark known to me to be the
person named herein and who executed the Settlement and Release and acknowledged
voluntarily signing the same.



Chrystal Smith
Notary Public for the State of Alaska
My Commission Expires: 09-15-09



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UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs

DATED: 3-13-2007

by: Rose M. Brady

title: Superintendent

STATE OF ALASKA)

3rd) ss.
Judicial District)

THIS IS TO CERTIFY that on this 13th day of March, 2007,
before me appeared Rose M. Brady of the Bureau of Indian
Affairs of the Department of the Interior of the United States of America, who executed the
Settlement and Release and acknowledged voluntarily signing the same.



Joseph Pleasant
Notary Public for the State of Alaska
My Commission Expires: 3/22/08



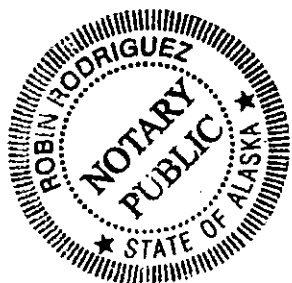
UNITED STATES OF AMERICA
Department of the Interior
Bureau of Land Management

DATED: March 15, 2007

by: Johanna M. Munson
title: Branch Chief, AK 962

STATE OF ALASKA)
) ss.
3rd Judicial District)

THIS IS TO CERTIFY that on this 15th day of March, 2007,
before me appeared Johanna M. Munson of the Bureau of Land
Management of the Department of the Interior of the United States of America, who executed the
Settlement and Release and acknowledged voluntarily signing the same.



Robin Rodriguez
Notary Public for the State of Alaska
My Commission Expires: 3/7/2009



STATE OF ALASKA
Department of Natural Resources
Division of Mining, Land and Water

DATED: 4-12-07

by: *Sandra J. Singer*
Sandra J. Singer for
Richard H. Mylius, Acting Director

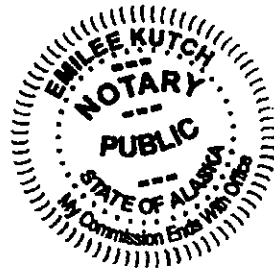
STATE OF ALASKA)
) ss.
3rd Judicial District)

THIS IS TO CERTIFY that on this 13th day of April, 2007,
before me appeared Sandra J. Singer for the Acting Director,
Division of Mining, Land and Water of the Department of Natural Resources of the State of
Alaska, who executed the Settlement and Release and acknowledged voluntarily signing the
same.

Emilee Kutch
Notary Public for the State of Alaska
My Commission Expires with Office

Please return recorded document to:

Attention: Deborah Knapp
Alaska Department of Natural Resources
Division of Mining, Land and Water
Realty Services Section
550 W. 7th Ave., Suite 1050A
Anchorage, Alaska 99501-3579



Location Index:

Sections 12 and 13, T. 20 N., R. 5 W., S.M.
Section 18, T. 19 N., R. 4E., S.M.



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