

14(c) APPLICATION

1. NAME: _____
(Last) (First) (Middle Initial)

2. ADDRESS: _____
(Street/Box) (City) (State) (Zip)

3. BIRTHDATE: _____

4. TYPE OF CONVEYANCE CLAIMED: (If more than one category is claimed, fill out a separate application for each one.)

- _____ PRIMARY PLACE OF RESIDENCE
- _____ PRIMARY PLACE OF BUSINESS
- _____ SUBSISTENCE CAMPSITE
- _____ NONPROFIT ORGANIZATION
- _____ HEADQUARTERS FOR REINDEER HUSBANDRY

5. FOR EACH CLAIM, DESCRIBE LOCATION OF EACH PARCEL OF LAND BELOW AND DRAW SKETCH ON BACK OF APPLICATION OR ATTACH MAP: _____

Are the corners staked? YES _____ NO _____

6. WERE YOU OCCUPYING THIS LAND AS OF DECEMBER 18, 1971? (This means using it on a regular basis for the purpose you checked in #4.)
YES _____ NO _____

If not, please explain on the back who occupied it in 1971 and why you believe you are entitled to this land. Please attach copies of any deeds, bills of sale, wills or other documents which support your right to the land. Answer the rest of the questions with information about the 1971 occupant.

7. HOW MUCH LAND WAS OCCUPIED? _____

8. WERE YOU USING MORE THAN ONE PARCEL FOR THE PURPOSE BEING APPLIED FOR?
YES _____ NO _____

If YES, describe how each parcel was used:

9. WHEN DID YOU FIRST ESTABLISH OCCUPANCY? _____

10. ARE YOU STILL THERE? YES _____ NO _____

11. WHAT MEANS OF ACCESS IS USED TO GET TO THE PARCELS(S)?
(Examples: car, truck, boat, 3-wheeler, snow machine)

12. HAVE YOU CONSTRUCTED ANY IMPROVEMENTS? YES _____ NO _____

13. FOR EACH IMPROVEMENT ON THE LAND, PLEASE GIVE THE FOLLOWING:

Description of Improvement	Date Made
----------------------------	-----------

_____	_____
_____	_____

14. WERE THERE IMPROVEMENTS ON THE LAND IN 1971 THAT ARE NOT THERE NOW?
YES _____ NO _____ Please describe.

15. IF ANYONE ELSE MIGHT CLAIM OWNERSHIP OF THE LAND OR IMPROVEMENTS, PLEASE GIVE THEIR NAME AND ADDRESS. (Examples: other heirs, a former spouse)

16. DO YOU HAVE ANY PERMIT FOR USING THIS LAND (grazing, special use, etc.)?
YES _____ NO _____

If YES, describe who issued the permit, its purpose and its expiration date. Include copies, if available. _____

17. HAVE YOU EVER FILED ANY TYPE OF APPLICATION FOR THE LANDS CLAIMED?
(Native Allotment, Mining Claim, Homesite, etc.)

If YES, indicate the agency to which you applied and the result of your application. include copies, if available.

18. DOES ANYONE ELSE USE THE LAND BESIDES YOU? YES _____ NO _____

If YES:

Who else is using it? _____

When do they use it? _____

How do they use it? _____

19. ARE YOU THE OWNER OF ANY PROPERTY LOCATED NEXT TO THIS CLAIM?
YES _____ NO _____

If YES, describe the situation on the back page.

20. IF APPLICANT IS A CORPORATION, GIVE THE FOLLOWING INFORMATION:

a. Is the corporation for profit? _____ Or nonprofit? _____

b. Date and place of incorporation: _____

c. Name and address of Registered Agent: _____

d. IRS Tax Number: _____

Corporations, please attach the following documents to this application:

- i) a certificate of good standing issued by the State of Alaska;
- ii) a certificate of good standing issued by the State of incorporation, if not Alaska;
- iii) a certified copy of your Articles of Incorporation;
- iv) a certified copy of the resolution authorizing the filing of this application.

If the corporation is a NONPROFIT, please provide proof of your IRS NONPROFIT tax exempt status.

21. IF APPLYING AS AN INDIVIDUAL (OR THE USE IS BASED UPON THE USE OF AN INDIVIDUAL IN 1971) PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT YOURSELF IF YOU USED THE LAND IN 1971, OR THE PERSON WHO USED THE LAND IN 1971, IF IT IS SOMEONE DIFFERENT THAN YOURSELF:

- a. Your address in 1971 _____
- b. Where were you registered to vote in 1971? _____
- c. Did you have a driver's license in 1971? _____
YES _____ NO _____ FOR ALASKA? _____
- d. Did you have a hunting or fishing license in 1971? _____
YES _____ NO _____ FOR ALASKA? _____
- e. Did you enroll under ANCSA? YES _____ NO _____
To which region and village? _____

22. IF APPLYING FOR A PRIMARY PLACE OF RESIDENCE, PLEASE GIVE THE FOLLOWING INFORMATION:

- a. Did you live in a home on the tract? YES _____ NO _____
- b. If YES, was this home the primary place where you resided?
YES _____ NO _____

23. IF APPLYING FOR A PRIMARY PLACE OF BUSINESS, GIVE THE FOLLOWING INFORMATION:

- a. Type of Business: _____
- b. 1971 Business License Number: _____
- c. Approximate percentage of your total gross income produced by business during the calendar year 1971: _____ %
- d. If you were operating more than one business on December 18, 1971, provide the above information for each business on back page, and estimate what percentage of time was devoted to each.
- e. If the land was used as a residential rental, please indicate on back page the times during which it was rented, the monthly rate, the name of the party(ies) renting it on December 18, 1971, and if the property is no longer being rented, the date it was last rented and its present use.

24. IF APPLYING FOR A SUBSISTENCE CAMPSITE OR HEADQUARTERS FOR REINDEER HUSBANDRY, PLEASE GIVE THE FOLLOWING INFORMATION ABOUT YOURSELF IF YOU USED THE LAND IN 1971, IF IT IS SOMEONE DIFFERENT THAN YOURSELF.

a. List the improvements on the land in 1971 which were used as part of your activities. _____

If no improvements existed, give the name of two persons not related to you or each other who will give sworn statements that you, or the person you are claiming through, used the land in 1971:

Names	Addresses
-------	-----------

1.	_____
2.	_____

b. Did you use the land exclusively for berry picking?

YES _____ NO _____

For a garden site? YES _____ NO _____

c. Did you use the land only for recreation? YES _____ NO _____

d. Was any of the land used by your family as a family in 1971?

YES _____ NO _____

e. Were you the head of your family in 1971? YES _____ NO _____

If NO, who was the head of the family?

f. Were you employed in 1971? YES _____ NO _____

If YES, please indicate where, how long, and doing what:

Where: _____

How Long: _____

Job: _____

25. IS THIS APPLICATION FOR PROPERTY USED BY A NONPROFIT ORGANIZATION IN 1971? YES _____ NO _____

If YES, please describe how the use of the land related to the nonprofit status. _____

26. ARE YOU NOW MARRIED? YES _____ NO _____

If YES, what is your spouse's name? _____

Were you married to the same person now as then? YES _____ NO _____

If NOT, to whom were you then married?

27. IF WE NEED MORE INFORMATION FOR THIS APPLICATION, WHERE CAN WE REACH YOU?

28. NAME AND ADDRESS OF THREE REFERENCES WHO HAVE PERSONAL KNOWLEDGE OF YOUR USE OF THIS LAND:

1. _____
2. _____
3. _____

29. DID ANYONE HELP YOU FILL OUT THIS FORM? YES _____ NO _____

30. IF YES, THAT PERSON SHOULD SIGN HERE:

(Signature)

(Print Name)

(Address)

THIS IS A SWORN STATEMENT AND THE FACTS GIVEN ABOVE ARE TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY FALSE ANSWERS OR STATEMENTS COULD RESULT IN THE REJECTION OF THIS APPLICATION.

APPLICANT'S SIGNATURE

DATE

CO-APPLICANT, IF ANY

DATE

SUBSCRIBED AND SWORN TO before me this _____ day of _____
_____, 19_____, at _____, _____.
(City) (State)

Notary Public or Postmaster
My Commission Expires: _____

USE THIS PAGE TO COMPLETE QUESTIONS, DRAW SKETCHES, OR ADD ADDITIONAL INFORMATION.

14(c)(1) Application for Primary Place of Residence

PART I ALL APPLICANTS MUST FILL OUT PART I.

1. NAME(S) _____
 Last First Middle Initial

 Last First Middle Initial.

A married couple or more than one person who lived on the land together in 1971 may jointly apply for the land using this same application form.

2. MAILING ADDRESS _____
 Box/Street City State Zip

3. TELEPHONE NUMBER: Home _____ Work _____

4. BIRTHDAY _____ 5. SOCIAL SECURITY NO. _____ - _____ - _____
 Month Day Year - - -

PART II

6. WERE YOU LIVING ON THE LAND AS OF DECEMBER 18, 1971?

Yes _____ Go to Question #7 below
No _____ Go to Part III at the top of the next page

7. WHEN DID YOU FIRST LIVE ON THIS LAND? _____
 Month Day Year

8. SHOW ALL THE PERIODS OF TIME YOU ACTUALLY LIVED ON THIS LAND:

FROM: _____ TO: _____
 Month Day Year Month Day Year
FROM: _____ TO: _____
 Month Day Year Month Day Year
FROM: _____ TO: _____
 Month Day Year Month Day Year

9. LIST THREE PEOPLE WHO WOULD KNOW THAT YOU LIVED ON THIS LAND IN 1971.

 Name and Address

 Name and Address

 Name and Address

SKIP PART III AND FILL OUT PART IV.

PART III

IF YOU ANSWERED "NO" TO QUESTION NUMBER 6, YOU MUST FILL OUT PART III. IT IS IMPORTANT TO KNOW WHY YOU WERE NOT LIVING ON THE LAND IN 1971.

10. WERE YOU LIVING SOMEWHERE ELSE IN 1971 FOR ANY OF THE FOLLOWING REASONS?

A. IN SCHOOL: Yes _____ No _____

WHERE _____

WHEN: FROM: _____ TO: _____
Month Year Month Year

B. MILITARY SERVICES: Yes _____ No _____

WHEN: FROM: _____ TO: _____
Month Year Month Year

C. MEDICAL REASONS: Yes _____ No _____

WHERE _____

WHEN: FROM: _____ TO: _____
Month Year Month Year

D. WORKING: Yes _____ No _____

WHERE _____

WHEN: FROM: _____ TO: _____
Month Year Month Year

E. Other: List _____

WHERE _____

WHEN: FROM: _____ TO: _____
Month Year Month Year

11. WAS SOMEONE ELSE LIVING ON THE LAND IN 1971? Yes _____ No _____

A. NAME OF PERSON WHO LIVED ON THE LAND:

Last First Middle Initial

B. RELATIONSHIP TO YOU (if any) _____
Father, Mother, Uncle, etc..

C. WHEN DID THEY FIRST LIVE ON THE LAND?

Month Day Year

D. SHOW ALL THE PERIODS OF TIME THEY LIVED ON THE LAND:

FROM: _____ TO: _____
Month Year Month Year

D. (cont.) FROM: _____ TO: _____
 Month Year Month Year
 FROM: _____ TO: _____
 Month Year Month Year

12. ARE YOU THE LEGAL HEIR OF THE PERSON NAMED ABOVE IN QUESTION NUMBER 11?
 (Did you inherit his property or rights to property?) Yes _____
 No _____.

IF YES, PLEASE ATTACH A COPY OF A WILL, COURT DOCUMENTS OR OTHER LEGAL DOCUMENT SUPPORTING YOUR CLAIM.

13. DID YOU BUY OR RECEIVE FROM THE PERSON NAMED ABOVE IN QUESTION NUMBER 11 THE HOUSE OR OTHER RIGHTS TO THE LAND?
 Yes _____ No _____

IF YES, PLEASE ATTACH A COPY OF A DEED, BILL OF SALE OR OTHER DOCUMENT SUPPORTING YOUR CLAIM.

14. LIST THREE PEOPLE WHO WOULD KNOW THAT THE PERSON NAMED IN QUESTION NUMBER 11 LIVED ON THIS LAND IN 1971.

 Name and Address

 Name and Address

 Name and Address

PART IV ALL APPLICANTS MUST FILL OUT PART IV.

15. GIVE A LEGAL OR OTHER DESCRIPTION OF THE LOCATION OF THE LAND YOU ARE CLAIMING (If in a village, give the street it is located on, what building or landmarks it is next to; If the land is not in a village, give the township, range, and section description, if known, and nearby features such as streams, hills, or landmarks.)

16. PLEASE MARK WITH AN "X" ON THE ATTACHED MAP THE LOCATION OF THE LAND YOU ARE APPLYING FOR (If you are claiming land not in a village, please include a map or a sketch showing the location. Maps are available from the corporation office.)

17. HOW LARGE IS THE PARCEL OF LAND WHICH YOU ARE CLAIMING? TELL HOW MANY FEET IT IS ON EACH SIDE, SUCH AS 80 FEET WIDE BY 100 FEET LONG. THE SIZE SHOULD ONLY INCLUDE THE LAND ACTUALLY USED IN 1971 - REMEMBER, THIS IS NOT A NATIVE ALLOTMENT.

18. DESCRIBE THE STRUCTURES THAT WERE ON THIS LAND IN 1971. (For example, cabins, tent frames, house, smoke house, outhouse.).

STRUCTURE

DATE BUILT

19. WHICH OF THE STRUCTURES DESCRIBED ABOVE ARE STILL ON THE LAND?

20. HAVE YOU EVER FILED ANY OTHER APPLICATION FOR THIS LAND? (For example, Native Allotment, mining claim, townsite lot, homesite, etc.)

Yes _____ No _____

If "YES", WHAT KIND OF APPLICATION? _____

WHO DID YOU APPLY TO? _____

WHAT ACTION WAS TAKEN? _____

Please include copies, if available, of applications, patents, deeds or decisions.

21. DO YOU OWN ANY OTHER LAND NEAR THIS PARCEL OF LAND?

Yes _____ No _____

IF YES, GIVE A DESCRIPTION OF THE LAND OWNED:

22. IF ANYONE ELSE MIGHT CLAIM THIS LAND, GIVE THEIR NAMES AND ADDRESSES (if you are claiming land that was used by a relative who is deceased, there may be other people who have a right to the same land such as your brothers and sisters.):

Last First Middle Initial Last First Middle Initial

Relation (if any) _____ Relation (if any) _____

23. DID ANYONE HELP YOU FILL OUT THIS FORM? Yes _____ No _____

IF YES, PLEASE HAVE THEM FILL IN THEIR NAME AND ADDRESS BELOW:

Name (Print)

Address

24. IS THIS THE ONLY 14(c) APPLICATION YOU ARE FILING OR HAVE FILED WITH THE CORPORATION? Yes _____ No _____

IF "NO", WHAT OTHER APPLICATIONS HAVE YOU FILED AND WHEN DID YOU FILE THEM?

THE FACTS GIVEN ABOVE ARE TRUE TO THE BEST OF MY KNOWLEDGE. I KNOW AND UNDERSTAND THAT ANY FALSE ANSWERS OR STATEMENTS COULD RESULT IN THE REJECTION OF THIS APPLICATION.

_____ Date _____ Applicant's Signature

_____ Co-applicant, if any (wife, husband, etc.)

WITNESSED BY:
(Witnesses are only required if an X
is used for the applicant's signature).

SUBSCRIBED AND SWORN TO ME before me this _____ day of _____,
19_____, at _____, _____
City State

(Notary Seal or Postmaster Stamp)

Notary Public or Postmaster
My Commission Expires _____

(If signed by a Postmaster, the
Postmaster's stamp must also be used).

Date

Name

Address

City State Zip

The Alaska Native Claims Settlement Act (Section 14(c)(1) & (2)) requires the corporation to give land which it owns to any person or persons who occupied land as of December 18, 1971 as their primary place of residence, (their main home), primary place of business, subsistence campsite, headquarters for reindeer husbandry, or as nonprofit organizations.

The corporation is now starting this reconveyance program for lands the corporation owns in and around the village area. A map showing these lands is included in this application.

At a meeting of the corporation Board of Directors the following attached policies and criteria were adopted.

If you meet these criteria, you should fill out this application. Also, if you are the legal heir (you inherited property or rights from someone who died) of someone, such as your father or mother, who lived on land in the village in 1971, you may apply for land through their use of the land.

You may also apply for land on which someone else lived in 1971 if the 14(c) land rights were sold or transferred to you by them after 1971. Married couples or other people who lived on land together in 1971 can jointly apply for the land using the same application.

Attached to this application is an affidavit you may wish to use. The affidavit should be filled out and signed by someone who knows that you occupied the land in 1971 that you are claiming. Submitting this affidavit with your application will be particularly helpful if you have moved since 1971.

These affidavits may be used by applicants claiming land on the basis of inheritance or through purchase or other transfer of property rights. If you are unable to find and submit copies of legal documents (will, deed, bill of sale, court order) supporting your claim, then it will be helpful to submit an affidavit with your application. This affidavit should be filled out and signed by someone who knows that you inherited, purchased or otherwise received rights to the land you are claiming. Copies of blank affidavits can be obtained at the corporations office.

YOU MUST FILL OUT THIS APPLICATION AND RETURN IT IN PERSON OR BY MAIL TO THE CORPORATION OFFICE BY _____. APPLICATIONS RECEIVED IN THE CORPORATION OFFICE AFTER THIS DEADLINE WILL NOT BE CONSIDERED.

Applications will be reviewed by corporation staff as they are received. In many cases, we may need to contact applicants for additional information. FOR THIS REASON, THE CORPORATION ENCOURAGES ALL APPLICANTS TO SUBMIT THEIR APPLICATIONS TO THE CORPORATION BY _____. The sooner applications are received, the sooner staff can complete their review.

If you have questions, feel free to call or write the corporation. Corporation staff are available to help people fill out applications.

READ THE APPLICATION COMPLETELY BEFORE BEGINNING TO FILL IT OUT. DON'T FORGET TO SIGN THE APPLICATION IN FRONT OF THE POSTMASTER OR A NOTARY PUBLIC.

Thank you very much.

To Applicant: The attached affidavit is designed to help prove your 14(c) claim by allowing individuals who know of your occupancy to swear to it on your behalf. It is optional but it may be very helpful if you are no longer in the village.

To Signer: The affidavit you are signing is a sworn statement which says you know that the applicant occupied the land described in his/her 14(c) application. (Since you are swearing that the applicant occupied this land on December 18, 1971, you may want to look at the application to make sure it is the land you are familiar with.)

STATE OF ALASKA)
) ss.
____ JUDICIAL DISTRICT)

AFFIDAVIT

_____ being first duly sworn on oath deposes and says

- THAT
1. My name is _____.
 2. My address is _____
 3. I am a resident of _____.
 4. I have known _____
for _____ years.
 5. I know that _____
occupied the parcel described here: _____

 6. _____ occupied the described parcel
as of December 18, 1971.
 7. This is how he/she used his land: _____

 8. Any additional comments: _____

SUBSCRIBED AND SWORN TO Before me this _____ day of _____, 19____,
at _____, Alaska.

Notary Public or Postmaster
Notary's Commission Expires: _____

Signature

FIELD EXAMINATION REPORT

Name of 14(c) Claimant _____

Address _____

City, State _____

Name of Village Corporation _____

Name of person conducting field exam _____

Title _____ Date _____

Location of Land: _____

Description of Improvements: _____

Description of all visible use and occupancy: _____

Is a photograph available which was taken on or before the year 1971?
Yes _____ No _____

Check here if photograph is taken of site during field exam. _____ (Attach)

Was applicant present during examination? Yes _____ No _____

Are there any adjacent land owners? Yes _____ No _____

Record all interviews with adjacent land owners and references on back.

Name _____ Adjacent landowner? ____ Reference? _____

Name of Interviewer _____ Date Interviewed _____

Name _____ Adjacent landowner? ____ Reference? _____

Name of Interviewer _____ Date Interviewed _____

Name _____ Adjacent landowner? ____ Reference? _____

Name of Interviewer _____ Date Interviewed _____

Corporation

Address

Date

Name

Address

City State Zip

Dear _____:

Your application for a 14(c) reconveyance has been approved by the board of directors for a _____
(type of parcel)

The land staff has plotted all approved parcels on a general map. Enclosed is a map showing the location of your parcel. If it is incorrect, please contact us within 30 days. If there are any adjustments, you will be contacted again to review the location of your parcel on the plan of survey map.

If you have any questions, please contact _____
(Name)
at _____ or at the address above.
(telephone)

Sincerely,

President, Board of Directors

Corporation

Address

Date

Name

Address

City State Zip

Dear _____:

Your 14(c) application for a _____ has been tentatively denied for the following reasons:

If you disagree with this action, you may appeal in person to the _____ . You have ___ days to appeal this decision. If we do not hear from you within this time, your application will be denied. Please contact _____ to arrange a time for your appearance at the appeals hearing. You may appear with a lawyer if you wish. If you are not satisfied with the decision of the corporation appeals board, you can take this case to court.

If you have any questions, contact _____ at the address above.

Sincerely,

President, Board of Directors

Corporation

Address

Date

Name

Address

City State Zip

Dear _____.

Enclosed is a copy of the field examination report conducted on the land you applied for under our reconveyance program.

Your appeal on the denial of your 14(c) application is scheduled for _____, 19__ at _____ o'clock at _____ . You may appear in person or through a legal representative. This hearing is to give you an opportunity to provide additional information, testify or call witnesses on your behalf.

If you have any questions, contact _____ at the address above.

Sincerely,

President, Board of Directors

RECORD OF 14(c) APPLICATIONS

Appln. Number	Name	Date Rec'd.	Field Exam Date	Land Committee Review Date	Board Review Date	Date Applicant Notified	Applicant's Signature or Certified Letter Number	Check Here If Applicant Appeals	Settlement of 14(c) Obligation Form Signed
---------------	------	-------------	-----------------	----------------------------	-------------------	-------------------------	--	---------------------------------	--

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P R O G R E S S O N 1 4 (c)

Date	Number of Applications Received	Number of Field Exams Completed	Number Reviewed by Land Committee	Number Reviewed By Board	Number of Appeals	Number of Claims Satisfied
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SETTLEMENT OF 14(c) RECONVEYANCE OBLIGATION

I/WE HEREBY CERTIFY THAT THE PARCEL(S) IDENTIFIED FOR CONVEYANCE

BY _____ AND DESCRIBED
(Name of Village Corporation)

BELOW SATISFIES ANY CLAIMS OF ENTITLEMENT I/WE MAY HAVE UNDER SECTION
14(c) OF THE ALASKA NATIVE CLAIMS SETTLEMENT ACT.

Signature

Date

Signature

Date

SUBSCRIBED AND SWORN TO Before me this _____ day of _____, 19____

at _____, _____
City State

Notary Public or Postmaster
Notary's Commission expires: _____

QUITCLAIM DEED

_____ ("Grantor") grants and quitclaims to _____ ("Grantee"), _____ (address) the following described real property located in the _____ Recording District, _____ Judicial District, State of Alaska:

Grantee accepts this Quitclaim Deed in full satisfaction of all of his claims under Section 14(c) of the Alaska Native Claims Settlement Act of 1971, as amended.

Dated this _____ day of _____, 1984.

GRANTEE: _____

GRANTOR: _____
(Name of corporation)

By _____
Title _____

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 198__, by _____, the _____ of the _____ CORPORATION, an Alaska corporation, on behalf of the corporation.

Notary Public for Alaska.
My Commission Expires: _____

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 198__, by _____, the _____ of the _____ CORPORATION, an Alaska corporation, on behalf of the corporation.

Notary Public for Alaska.
My Commission Expires: _____

SAMPLE AGREEMENT

Attached is a sample agreement between a municipality and a village corporation for lands to be conveyed to the municipality under Section 14(c)(3) of ANCSA.

The sample agreement has several blanks which are numbered, which blanks should be filled in the following manner:

1. - Name of the City (Municipality)
2. - Name of the Corporation
3. - Name of the Community
4. - Name of the Recording District in which
the land is located.

In addition, in the notice provision in Section 16 there are provisions for the addresses of each party.

There are additional provisions that may be added to the Agreement should they be appropriate:

- a) Consideration -- If the City is to pay or to provide other consideration to the Corporation as the result of their negotiations for some of the land to be conveyed, then a section needs to be added setting forth the amount of the consideration and the time and manner of payment.
- b) Reversionary Interests -- If the City and the Corporation agree that certain of the parcels to be conveyed to the City are contingent upon the City's using them for certain purposes, then an additional section should be added describing the parcels, the uses which are allowable, and a statement that title will revert to the Corporation if the land is used for any other purposes. Because the language of this section depends upon the factual circumstances, the Corporation would

be best advised to seek legal counsel in its preparation.

- c) Conflict of Interest -- In some communities, the City Council and the Board of Directors of the Corporation are often composed of the same individuals. In such a case it may be advisable to have the Agreement ratified by the voters who are residents of the City in order to prevent any subsequent challenges based upon an alleged conflict of interest. Should this be the case the Corporation would be advised to consult legal counsel for assistance in preparing appropriate language for a section requiring a ratification election to be held and terminating the Agreement should it fail to be ratified. This provision should be prepared only after the local ordinances for elections have been reviewed.

The Corporation and the City should prepare an Appendix A to be attached to the Agreement which would set out the legal description of the lands to be conveyed.

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Appendicies

A. Legal Description of Lands to be Conveyed

A-1. Map

AGREEMENT

between

[Municipality]

and

[Village Corporation]

AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 198__, by and between the _____ (1), an Alaska Municipal Corporation (hereinafter "CITY") and _____ (2), an Alaska corporation (hereinafter "CORPORATION").

W I T N E S S E T H:

WHEREAS, the CORPORATION is the Native village corporation for the Village of _____ (3), and is organized and incorporated pursuant to the provisions of the Alaska Native Claims Settlement Act of December 18, 1971, as amended, Pub.L.92-203, 85 Stat.688, 43 U.S.C. §160 et. seq. (hereinafter "ANCSA"), and as such is entitled to receive title to certain lands in the area of and including the community of _____ (3); and

WHEREAS, pursuant to the provisions of Section 14(c) of ANCSA (43 U.S.C. §1613(c)), CORPORATION may make certain conveyances of land including conveyances to CITY; and

WHEREAS, in order to provide for the orderly development of CITY and orderly planning by CORPORATION, the parties have entered into this Agreement to identify lands to be conveyed to CITY, the terms of such conveyances, and to facilitate the conveyances of those lands in order to allow CITY to meet its obligations to the general public;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the sufficiency of which is

hereby acknowledged, CORPORATION and CITY hereby agree and covenant as follows:

1. Designation of Lands. The CITY and CORPORATION hereby agree that the CORPORATION shall convey to the CITY and the CITY shall receive from the CORPORATION the surface estate of those lands described in Appendix A, attached hereto and incorporated herein by reference (such lands hereinafter as "Subject Lands"). Receipt of title by CITY to such Subject Lands, as may be conveyed in accordance with the provisions of this Agreement, shall constitute full and complete satisfaction of all obligations which CORPORATION may have to CITY arising under Section 14(c)(3) of ANCSA. The parties acknowledge that the interest to be conveyed hereunder, in the Subject Lands and the CORPORATION's right to convey any such interest, is subject to the provisions of ANCSA, including but not limited to Section 14(a), 14(c), 14(g), 17(b) and 22(b).

2. Legal Descriptions. The parties acknowledge that the descriptions of the Subject Lands as set forth in Appendix A are approximate and prior to a survey of the exact area to be included having been performed. The CORPORATION is not required to issue a conveyance of any of the Subject Lands, prior to a survey being conducted by a licensed surveyor of the lands, which are the subject of the proposed conveyance.

All boundaries of the Subject Lands to be conveyed pursuant to this Agreement shall be the same as those set forth on the map, which is required to be submitted to the Bureau of Land Management (hereinafter "BLM") pursuant to 43 CFR Section 2650.5-4(c)(1). To the extent that BLM requires the boundaries of the Subject Lands to be staked on the ground prior to the survey of the Subject Lands, CORPORATION shall give CITY

reasonable notice as to when such required staking shall occur, and CITY shall have the right to have a representative designated by it present at the time of such staking. Should the CITY have a survey performed pursuant to the provisions hereof, the boundaries of the Subject Lands shall be set forth on a map consistent with Appendix A, and such map and such instructions as may be mutually agreeable to the parties hereto, shall serve as the basis for the survey to be performed.

3. Third Party Rights. Pursuant to Section 14(c)(1) and (2) of ANCSA, the CORPORATION is required to make certain conveyances to third parties. The CORPORATION is relieved of any obligation to convey to CITY, title to any of the Subject Lands which the CORPORATION has determined to be subject to a valid claim of title arising under such sections of ANCSA. CORPORATION has the further right to delay the conveyance to CITY of any of the Subject Lands, which it may determine are subject to a potentially adverse claim of title arising under Section 14(c)(1) and (2) of ANCSA. Such delay may continue until a final determination of any such adverse right has been made. Should the CITY be conveyed any Subject Lands hereunder, prior to the expiration of the statute of limitations for Section 14(c) claims, as provided in Section 902(b) of the Alaska National Interest Lands Conservation Act of December 2, 1980 (P.L. 96-487), and a valid claim under Section 14(c)(1) or (c)(2), subsequently be determined to exist with respect to such conveyed Subject Lands; then CITY shall convey to claimant, either the title to the Subject Lands which the claimant is otherwise entitled to receive, or title to such other land as CITY and claimant may agree. CITY shall at all times indemnify and hold the CORPORATION, its officers, agents and employees harmless from all loss, liabilities or expenses which it may incur as the result of its inability to make the conveyance required by Section

14(c)(1), or (2) because of its prior conveyance of the Subject Lands to the CITY.

4. Conveyances. All conveyances to be made by CORPORATION to CITY pursuant to the provisions of this Agreement shall be by quit claim deed and shall be subject to:

- a) all restrictions, reservations and limitations in the conveyance from the United States to the CORPORATION for such land;
- b) all rights required to be recognized by Section 14 and 22 of ANCSA; and
- c) all provisions of this Agreement.

The CORPORATION shall make such conveyances to CITY as are contemplated by this Agreement within one hundred twenty (120) days after the earlier of, (i) the receipt by the CORPORATION of a recorded plat of survey of the Subject Lands prepared by a licensed surveyor in compliance with Section 2 hereof, which subdivision plat or survey has been duly approved in accordance with state law to the extent such approval is required, or (ii) the receipt by the CORPORATION of a recorded survey of the Subject Lands performed by the Bureau of Land Management in compliance with the provisions of ANCSA; provided, however, no conveyance shall be required to be issued if there is any pending litigation which involves conflicting claims to the Subject Lands under Sections 14(c)(1) or 14(c)(2) of ANCSA.

5. Rights of Certain Third Parties. The parties acknowledge that some of the Subject Lands may presently be occupied by persons to whom CORPORATION is not required to convey title

pursuant to Section 14(c), and whose occupancy is not recognized pursuant to the provisions of ANCSA or by public land law. The CITY agrees to consider conveying to all such persons, title to the land occupied by them, as of the date of this Agreement.

6. Survey. The CORPORATION shall use its best efforts to obtain a survey of the exterior boundaries of the tracts to be conveyed, which survey to be performed by the BLM pursuant to ANCSA, and at no expense to CITY. However, CORPORATION shall not be responsible for the cost of any survey to be performed of the interior boundaries, lots, blocks, and easements of the area conveyed, pursuant to this Agreement, which is not required to be performed by the BLM pursuant to the provisions of ANCSA.

7. Access Rights to Land. To the extent it is able, CORPORATION hereby grants to CITY the right to enter upon any and all land intended to be conveyed to CITY under this Agreement, and to engage in any activities, thereon, which are reasonably necessary to permit CITY to determine the land to be conveyed, pursuant to this Agreement, and to permit CITY and its successors in interest to proceed with planning and other activities necessary for the expansion of CITY on the lands to be conveyed hereunder.

8. Representations and Warranties

a) Corporate Status. CORPORATION hereby represents and warrants that it is an Alaska corporation duly incorporated in accordance with the laws of the State of Alaska, that it is in good standing and qualified to do business in the State of Alaska, and that it is empowered to enter into this Agreement and any and all transactions contemplated hereunder.

b) Municipal Status. CITY hereby represents and warrants that it is the municipal corporation and governmental body for the community of _____ (3) _____, duly organized and recognized as such, all in accordance with the laws of the State of Alaska, that it is in good standing and that it is empowered to enter into this Agreement, and any and all transactions contemplated hereunder.

c) Authorization. CORPORATION hereby represents and warrants that its Board of Directors has adopted a resolution at a meeting duly called, noticed and held at which a quorum was present and voting, which resolution authorized and directed the officers of the Corporation to execute this Agreement on its behalf. CITY represents and warrants that the execution of this Agreement has been duly authorized and directed by such action as may be required by municipal ordinances, state laws and regulations; and that all such action which is required to be taken by such ordinances, laws and regulations has been taken. Prior to the execution of this Agreement, each party has delivered a certified copy of said resolution, ordinance or authorization to the other party, receipt of which is hereby acknowledged; and each party respectively hereby represents and warrants that as of the date hereof, said resolution, ordinance or authorization is in full force and effect and has not been modified or revoked in any manner whatsoever.

9. Land Status. Except as provided in this Section, the CORPORATION hereby represents and warrants there are no liens, encumbrances, charges, or claims (other than those arising under the ANCSA and the rules and regulations promulgated thereunder, or those created in favor of CITY) affecting the surface rights to the land to be conveyed to the CITY pursuant to this

Agreement, which were created by or are the result of any action taken by the CORPORATION.

10. Arbitration of Disputes. All disputes arising in connection with this Agreement and conveyances hereunder, which cannot be settled by agreement between the parties thereto, shall be finally settled by arbitration in the City of Anchorage, Alaska, by a board of three (3) arbitrators, all in accordance with the Uniform Arbitration Act of the State of Alaska. CITY shall select one (1) arbitrator, the CORPORATION shall select one (1) arbitrator, and the two (2) arbitrators so selected shall select the third arbitrator.

11. Default. The failure of any party to keep or perform any obligation on its part to be kept or performed according to the terms and provisions of this Agreement shall, at the election of an injured party, constitute a breach of this Agreement unless such default be cured as hereinafter provided. In the event of such default, the injured party shall first deliver to the defaulting party written notice of its intention to declare such a breach of this Agreement, specifying the particular default or defaults relied upon. The defaulting party shall have a reasonable time under the circumstances in which to cure such specified default or defaults; if such default or defaults are cured, there shall be no breach hereunder with respect to the same. If the allegedly defaulting party disputes that a default has occurred, it shall deliver to all of the other parties written notice to that effect within thirty (30) days of receipt of the notice from the non-defaulting party and the question shall be determined by arbitration. If the decision of the arbitrators is that the allegedly defaulting party is in default, then the defaulting party shall have a reasonable time as determined by the arbitrators in their decision in which to cure the default or defaults;

and if such default or defaults be cured there shall be not breach hereunder with respect to same. If notice of default is given to a party and if that party either: (a) does not give notice that it disputes the existence of such default; or (b) disputes the default but the decision of the arbitrators is that a default has occurred, and in either case such default is not cured within the period specified above, then the other party or parties, at their option, may obtain specific performance of this Agreement. In any arbitration or court proceedings involving default, the prevailing party shall be entitled to reasonable attorneys' fees.

12. Termination. This Agreement may be terminated only by mutual consent of the parties.

13. Force Majeure. If any party to this Agreement shall be prevented or delayed from performing any of the obligations on its part to be performed hereunder, or from exercising any of its rights hereunder by reason of acts of nature, weather conditions, strike or threat of strike, earthquake, fire, flood, interruption or delay in transportation or communication, war, insurrection or mob violence, requirement or regulation of governmental authority, unavoidable casualties, shortage of labor or equipment or material, plant breakdown, or any other disabling cause which is beyond the control of the party and which cannot be overcome by the party through the exercise of normal means at a reasonable expense, then in such event any such failure to perform shall not be deemed a breach of this Agreement and performance of said obligation shall be suspended during such period of disability and time for performance of such obligation shall be extended for a period equal to the period or periods of disability. The parties hereto hereby agree to use reasonable diligence to remove any such causes of disability as may occur from time to time.

14. Recording. This Agreement shall be recorded in the Recorder's Office for the _____ (4) _____ Recording District. The cost of recording shall be paid by CITY.

15. Assignment. The rights and obligations of each party to this Agreement may be assigned in whole or in part at any time to a party capable of performing, except as otherwise provided in this Section 15. Should the CITY assign its rights hereunder, CORPORATION shall be under no obligation or duty to issue a conveyance to a party other than the CITY, or a conveyance for any land to be transferred hereunder, in a parcel smaller than that surveyed by the BLM pursuant to its obligations under the provision of ANCSA or by a licensed surveyor engaged at the sole expense of CITY. No assignment shall be binding upon the non-assigning party until written notice thereof is given to such non-assigning party. This Agreement shall inure to the benefit of and bind the parties hereto, and their respective successors, assigns, heirs, administrators, executors, and personal representatives.

16. Notice and Delivery. All notices contemplated by this Agreement shall be in writing. Any notice or other document contemplated by this Agreement shall be deemed sufficiently delivered if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

a) If to CITY:

b) If to CORPORATION:

Delivery by mail shall be deemed effective and complete only when received by the party to whom such notice is directed, as evidenced by the return receipt.

Any notice or other document contemplated by this Agreement may be delivered by personally serving said notice or other document upon the designated agent of the party at the address indicated above, or the registered agent of the party. In the event of delivery by personal service, delivery shall be deemed effective and complete on the date of said personal service. In the event of delivery by personal service, a courtesy copy shall be mailed to the party at the address above.

The address to which a party desires that notices and other documents be delivered may be changed at any time by giving written notice thereof to the other party.

17. Indemnification. CITY shall indemnify, defend and shall hold and save CORPORATION, its officers, agents and employees, harmless from liability of any nature and kind, including costs and expenses for or on account of any or all suits or damages of any character whatsoever as the result of this Agreement or any conveyance made hereunder, except for such liability as may be the result of the sole negligence or fault of CORPORATION.

18. General Provisions

a) Modification of Agreement. This Agreement may only be modified by a document in writing executed by all parties to the Agreement.

b) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter thereof, including but not limited to the Former Agreement.

c) Waiver. The failure of any party to this Agreement to insist upon the strict performance of any provision of this Agreement or to exercise any right, power, or remedy consequent upon a breach thereof, shall not constitute a waiver by said party of any such provision, breach, or subsequent breach of the same or any other provision.

d) Remedies. Except as otherwise provided in this Agreement, parties hereto shall be entitled to any or all remedies provided by law.

e) Severability. If any provision in this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

f) Headings. Descriptive paragraph headings throughout this Agreement are for convenience and reference only; the words contained therein shall not be held to expand, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

g) Execution of Documents. The parties agree to execute such other documents as from time to time are necessary to effectuate the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove set forth.

(1)

ATTEST:

By _____
Mayor

City Clerk

(2)

By _____
Its _____

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 198__, before me, the undersigned Notary Public, personally appeared _____, to me known and known to me to be the Mayor of the City of _____ (1), the municipal corporation named in the foregoing Agreement, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing Agreement as the free act and deed of the corporation for the uses and purposes therein stated.

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

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 198__, before me, the undersigned Notary Public, personally appeared _____, to me known and known to me to be the City Clerk of the City of _____ (1) _____, the municipal corporation named in the foregoing Agreement, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing Agreement as the free act and deed of the corporation for the uses and purposes therein stated.

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

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 198__, before me, the undersigned Notary Public, personally appeared _____, to me known and known to me to be the _____ of _____, the corporation named in the foregoing Agreement, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing Agreement as the free act and deed of the corporation for the uses and purposes therein stated.

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

Notary Public in and for Alaska
My commission expires: _____

APPENDIX A

(Attached to and Part of that certain Agreement
between _____ (1) and _____ (2)
dated as of _____, 19__)

SUBJECT LANDS

[Insert a description of the surface estate
of the Subject Lands or if a map is to be
used then use the following language and
attach the map to this Appendix A:

For the purposes of this Agreement,
the Subject Lands shall be those
lands depicted upon the map
attached to this Appendix A and
incorporated herein by reference.]

DEED
Municipal Trust Land
_____, Alaska

This Deed is made by and between the _____, an Alaskan Corporation, the Native village corporation for the village of _____, Alaska, hereinafter GRANTOR, and the State of Alaska, Department of Community and Regional Affairs, as Trustee for any future municipal corporation that may be established in the village of _____, Alaska, hereinafter GRANTEE. The mailing address of the GRANTEE is P.O. Box B, Juneau, Alaska 99811.

The GRANTOR, as provided by AS 44.47.150(a) and 19 AAC 90.025, for and in consideration of partial satisfaction of the requirements of Section 14(c)(3) of the Alaska Native Claims Settlement Act (ANCSA) does hereby quitclaim and convey unto the GRANTEE, all present and after-acquired right, title and interest, if any, in and to the surface estate of the tract of land generally described as follows;

The surface estate of that certain real property located in Township _____, Range, _____, Meridian, Alaska, being situated in the Native village of _____, Alaska, more particularly described in Appendix A, attached hereto.

The GRANTOR warrants that it has not made any prior conveyance of the land and that there are no liens, encumbrances, charges, or claims (other than those arising under ANCSA) affecting the surface rights to the land being conveyed herein which were created by or are the result of any action taken by the GRANTOR.

It is stipulated, that any net revenues derived from the sale of surface resources harvested or extracted from these lands shall be paid to the Village Corporation by the GRANTEE or future Municipal Corporation: provided, however, that the word "sale," as used in the preceding sentence, shall not include the utilization of surface resources for governmental purposes by the GRANTEE or future Municipal Corporation, nor shall it include the issuance of free use permits or other authorization for such purposes.

The grant of the above described lands is subject to the issuance of a deed confirming the boundary description of the lands hereinabove granted after approval and filing by the Bureau of Land Management of the official plat of survey covering such lands pursuant to 43 CFR 2650.5-4(b).

Attachment

- 1. Appendix A. Property Plan and Legal Description

GRANTOR

ATTEST: _____
Secretary

BY: _____
President (or Vice President)

(Corporate Seal)

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss
_____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THE _____ day of _____, 19____, before me, the undersigned Notary Public for the State of Alaska, or U.S. Postmaster, duly commissioned and sworn as such, personally came _____, President (or Vice President), and _____, Secretary, respectively, of _____, a corporation organized and existing under the laws of the State of Alaska, to me known to be said officers, affixed within this deed is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by the authority of its Board of Directors and _____, President (or Vice President), and _____, Secretary of _____, acknowledged said instrument to be the free act and deed of said Corporation.

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
(or U.S. Postmaster)
My Commission Expires: _____

ACCEPTANCE

In accordance with AS 44.47.150(a) and 19 AAC 90.015(5), this grant is hereby accepted by the STATE OF ALASKA, in trust for any municipal corporation established in _____ in the future.

GRANTEE
STATE OF ALASKA
DEPARTMENT OF COMMUNITY AND REGIONAL AFFAIRS

By: _____
Commissioner

ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss
_____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THE _____ day of _____, 19____, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, Commissioner of the Department of Community and Regional Affairs, the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at _____, 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: _____

INTERIM LEASE

This interim lease is entered into this _____ day of _____, 19____, between _____, hereinafter called the lessor, and _____, hereinafter called the lessee.

The parties recognize that since the land encompassed by this lease will be used for community use or expansion, such land will eventually be reconveyed under the provisions of Section 14(c)(3) of the Alaska Native Claims Settlement Act. The purpose of this lease is to serve as an interim measure until such reconveyance takes place.

The parties agree as follows:

1. The Premises. The lessor agrees to lease to the lessee the exclusive right to construct, operate, and maintain a _____ on the surface estate of the following real property which is located in the State of Alaska.

The legal description may change to conform to a survey or surveys.

2. Term of Lease. The lease term shall be _____ years from the date that this lease is signed by both parties.
3. Termination Upon ANCSA Conveyance.
 - (a) When the lessor conveys the title to the premises pursuant to Section 14(c)(3) of the Alaska Native Claims Settlement Act (ANCSA), this lease shall terminate. Neither the lessor nor the lessee shall be entitled to compensation of any kind whatsoever due to termination of this lease pursuant to this paragraph.
 - (b) In the event that no such conveyance is accomplished during the term of this lease, the lessee shall have sixty (60) days within which to exercise an option to renew this lease for an additional _____ year term.
4. Rent. The lessee agrees to pay the lessor a rent for the premises in the sum of _____ per year payable in annual installments at such office of the lessor or its agent in the village of _____ as the lessor may from time to time designate, on or before the _____ day of _____ in each and every year during the said term.
5. Reservation of Rights. The lessor reserves the right to grant to others the rights and privileges to use the premises 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, expressed 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 the premises, in existence on the date the lease is entered into.
7. Encumbrance of Premises. During the term of this lease, the lessee may not assign this lease or sublet the premises, nor enter into any lease, easement, or other obligation of the lessor's title without the prior written approval of the lessor. Any such act, without prior written approval of the lessor, is void as against the lessor's title to the premises.
8. Subleases. The lessee shall provide the lessor with copies of all applications for subleases, assignments, proposals for development, and construction as-builts, as they become available.
9. Successors Bound. All covenants and provisions in this lease extend to and bind the legal representatives, successors, sublessees, and assigns of the parties.
10. Access to Premises. The lessor or its authorized representatives reserves the right to ingress and egress the premises.
11. 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 premises. The lessee will take reasonable steps to protect the surface of the leased area and natural resources and improvements thereon and maintain the premises in a reasonably neat and clean condition.

12. 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 premises.

13. Breach and Remedies.

(a) The premises are to be used only for the purpose of a _____, and for no other purpose without specific written authorization of the lessor. The lessor retains the right to terminate this lease upon thirty days' written notice if the premises are used for unauthorized purposes, or if they cease to be used for a _____.

(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 premises which is governed by subparagraph (a), and the breach is not remedied within 30 days after written notice of it 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. The lessor is not liable for any expenditures made by the lessee in the event of the termination of this lease.

(c) If this lease is terminated by summary proceedings or in any other manner, or if the premises 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 premises, 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.

14. 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.

15. 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 premises by the lessee or his successor, or at his invitation; and

(b) any accident or fire on the premises; and

(c) any nuisance on the premises; and

(d) any failure of the lessee to keep the premises 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.

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

16. 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 premises. Both parties will fully cooperate in the investigation and litigation of any claim, demand, or lawsuit affecting the premises.

17. 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 _____, 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 premises during this lease term will be the responsibility or its sublessees and not that of the lessor.

18. Notices. All notices and 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: _____

lessee: _____

19. Denial of Warranty Concerning Title or Conditions. The lessor make no specific warranties, expressed or implied, concerning the title or condition of the premises, including survey, access, or suitability for any use, including those uses authorized by this lease. The lessee leases the premises subject to any and all of the covenants, terms, and conditions affecting the lessor's title to the premises.

20. 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 within the parties. This lease may not be modified or amended except by a document signed by both parties to this lease. Any amendment or modification which is not in writing and signed by both parties is of no legal effect.
21. Severability of Clauses of Lease. If any provision of this lease is adjudged to be invalid, that judgement does not affect the validity of any other provision of this lease, nor does it constitute any cause of action in favor of either party as against the other.
22. 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 lessor and the lessee, agree to be bound by its provisions as set out above.

Attachment

Appendix A: Resolutions authorizing signing [from both Lessor and Lessee]

Lessor:

By: _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

This is to certify that on _____, 19____, before me appeared _____, known by me to be the _____, of _____, who is authorized to sign this lease by the _____ as shown by the attached resolution (Appendix A), and who executed this lease and acknowledged voluntarily signing it on behalf of _____ as lessor.

(SEAL)

Notary Public in and for the
State of Alaska
My commission expires: _____

Lessee:

By: _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

This is to certify that on _____, 19____, before me appeared _____, known by me to be the _____, of _____, who is authorized to sign this lease by the _____ as shown by the attached resolution (Appendix A), and who executed this lease and acknowledged voluntarily signing it on behalf of _____ as lessor.

(SEAL)

Notary Public in and for the
State of Alaska
My commission expires: _____

BOARD RESOLUTION NO. _____

WHEREAS, _____ (hereinafter as CORPORATION) is the Native village corporation for the village of _____, having incorporated and organized in accordance with Section 8 of the Alaska Native Claims Settlement Act (hereinafter as ANCSA) and the laws of the State of Alaska; and

WHEREAS, the CORPORATION is required to transfer land for community use and expansion pursuant to Section 14(c)(3) of ANCSA to a municipal corporation or to the State in trust for a future municipal corporation; and

WHEREAS, the CORPORATION is not yet prepared to begin its 14(c)(3) reconveyance process; and

WHEREAS, the _____ needs to secure an interest in land in order to meet site control requirements for a community project; and

WHEREAS, the Board has reviewed this proposed lease which will serve as an interim measure until 14(c) reconveyances can be accomplished; and

WHEREAS, the Board believes the best interests of the CORPORATION would be served by issuing this lease; therefore

IT IS NOW RESOLVED by the Board of Directors of the CORPORATION that it approves the attached lease, and that the President or Vice President of the CORPORATION is hereby authorized and empowered to sign said lease on behalf of the CORPORATION.

ADOPTED AND DATED this _____ day of _____, 19____, and _____, Alaska.

ATTEST:

by _____
its Secretary

by: _____
its: _____
President or (Vice President)

CERTIFICATE

The Undersigned, _____, Secretary of _____, an Alaskan Corporation, does hereby certify that at a meeting of the Board of Directors of said Corporation duly called and held on the _____ day of _____, 19____ at which a quorum was at all times present and voting, the foregoing resolution was duly adopted.

Dated this _____ day of _____, 19____, at _____.

(Corporation Seal)

by: _____
its Secretary

BOARD RESOLUTION NO. _____

WHEREAS, the _____ needs to secure an interest in land in order to meet site control requirements for a community project; and

WHEREAS, the _____ has reviewed this proposed lease which will serve as an interim measure until 14(c) reconveyances can be accomplished; and

WHEREAS, the _____ believes the best interests of the _____ would be served by issuing this lease; therefore

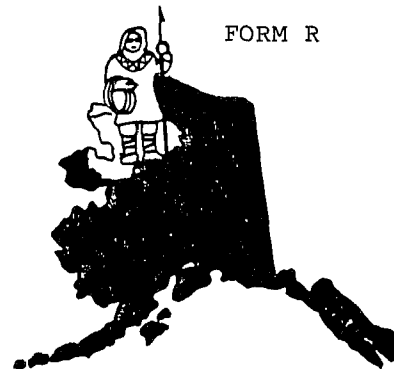
IT IS NOW RESOLVED by the _____ that it approves the attached lease, and that the _____ is hereby authorized and empowered to sign said lease on behalf of the _____.

ADOPTED AND DATED this _____ day of _____, 19 _____, and _____, Alaska.

The foregoing resolution was adopted at a duly convened meeting of _____ on _____, 19 _____.

by: _____
(Chief or President)

Attest: _____
Secretary/Treasurer

NANA REGIONAL CORPORATION, INC.4706 HARDING DRIVE, ANCHORAGE, ALASKA 99517
TELEPHONE (907) 248-3030

September 17, 1987

Mr. Francis D. Eickbush
Deputy State Director for Cadastral Survey
Bureau of Land Management
701 C Street, Box 13
Anchorage, Alaska 99513

Dear Mr. Eickbush:

NANA Regional Corporation, Inc. is pleased to submit the enclosed final Plan of Survey for Deering, Alaska. This Plan of Survey depicts all of the reconveyances to be carried out by NANA in Deering under the terms of Section 14(c) of the Alaska Native Claims Settlement Act. The Plan of Survey has been reviewed and approved by formally adopted resolutions by both NANA and the City of Deering. The Plan of Survey has been signed by both NANA and the City. To the best of NANA's knowledge, there are no unresolved conflicts concerning any of the property lines shown on the Deering Plan of Survey.

The Deering Plan of Survey consists of the following:

<u>Sheet #</u>	<u>Coverage</u>
1	Title sheet, signature block, village of Deering on an aerial photo base of 1" - 50' scale.
2	Deering vicinity, nearby outlying tracts on an aerial photo base at a scale of 1" - 200'.
3.	Deering vicinity, outlying tracts and road right-of-way on a USGS 1:63,360 quad (Kotzebue A-2).
4.	Deering airport on sheet 1 of 2 of DOT/PF Deering Airport Property Plan.
4A.	Deering airport on sheet 2 of 2 of DOT/PF Deering Airport Property Plan.



5. Deering vicinity, outlying tract on USGA 1:63,360 quad (Bendeleben D-3).
6. Detail of outlying tract shown generally on sheet 5 above.

As required by BLM's Amended Policy Statement for Preparation of the Plan of Survey under 14(c) ANCSA, dated April 21, 1986, and as requested by your staff, we are also submitting the following documents:

1. Corporate resolution, duly adopted, approving the Plan of Survey and designating the corporate officer authorized to sign the Plan of Survey on behalf of the Corporation;
2. Corporate resolution, duly adopted, authorizing the Corporation to execute an agreement with the City of Deering concerning reconveyances of less than 1280 acres of land under terms of Section 14(c)(3) of ANCSA, as amended;
3. Agreement between NANA and the City of Deering concerning reconveyances of less than 1280 acres of land under terms of Section 14(c)(3) of ANCSA, as amended; and
4. City of Deering resolution, duly adopted, authorizing the Mayor to sign the Plan of Survey and the 14(c)(3) agreement.

NANA submitted a copy of that portion of the Deering Plan of Survey depicting the airport 14(c)(4) reconveyances to the Alaska Department of Transportation and Public Facilities for review and concurrence. DOT/PF's written concurrence with the Deering airport reconveyances as shown on the Plan of Survey is attached for your information. This letter also contains a copy of the metes and bounds legal description of the airport 14(c)(4) reconveyances prepared by DOT/PF.

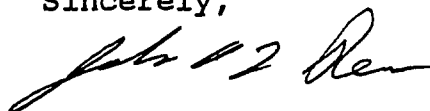
We are also attaching for your information a copy of a property description written by the BIA for the BIA Deering school site and a copy of a survey plat for a housing development at the eastern end of the village.

We trust that this Plan of Survey satisfies BLM's submittal and survey requirements and that the one year statute of limitations as specified in Section 902(b) of ANILCA will begin upon your receipt of these documents. It is NANA's desire to have Deering surveyed in the summer of 1988 if at all possible.

If you wish additional information or clarification of any matters regarding the Deering Plan of Survey, please contact either myself or Ed Busch at 248-3030.

Thank you for your assistance. We look forward to a successful completion of the Deering 14(c) reconveyances.

Sincerely,

A handwritten signature in cursive script, appearing to read "John A. L. Rense".

John A. L. Rense
Vice President, Resources

JALR:11b09

cc: Willie Hensley
Walter Sampson
Martin Karmun

(Date)

(Name)

Deputy State Director for Cadastral Survey
 United States Department of the Interior
 Bureau of Land Management
 Alaska State Office
 701 C Street, Box 13
 Anchorage, Alaska 99513-0099

Dear (Name),

Under separate cover, _____ submitted its final 14(c) Map of Boundaries and supporting materials. According to BLM's most recent Patent Plan Master Survey List, _____ is scheduled for survey of 14(c) parcels the _____.

In order to accomplish the survey this summer, _____ agrees to bear the cost of additional survey work that may be required as a result of amendments to the approved plan of survey that occur after BLM has performed the survey. _____ understands that the 1-year statute of limitations will still be in effect as required by ANILCA Section 902(b).

Thank you for your assistance and cooperation.

Sincerely,

 President

NANA REGIONAL CORPORATION
 BOARD OF DIRECTORS
 RESOLUTION NO. 87-14

WHEREAS, the Corporation is the successor in interest to the rights and obligations of Deering Ipnatchiak Corporation and as such is obligated to make certain conveyances of land to the City of Deering pursuant to the provisions of Section 14(c)(3) of ANCSA; and

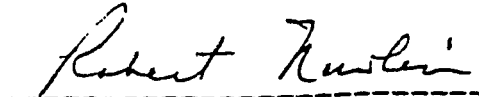
WHEREAS, the Corporation has tentatively reached an agreement with the City of Deering as to the lands to be conveyed to the City by the Corporation under Section 14(c)(3) of ANCSA; and

WHEREAS, the Board of Directors has reviewed the proposed agreement and the lands to be conveyed pursuant thereto and believes such agreement to be in the best interests of the Corporation;

THEREFORE IT IS NOW RESOLVED by the Board of Directors of NANA Regional Corporation that the President be and hereby is authorized, directed and empowered to execute on behalf of the Corporation that certain Agreement with the City of Deering for the conveyance to the City pursuant to Section 14(c)(3) of ANCSA of the surface estate of certain lands in the vicinity of Deering.

ADOPTED this 29th day of May, 1987, at a duly called meeting, at which a quorum was present, held in Kotzebue, Alaska by a vote of 21 for, 0 against and 0 not voting.


 Secretary
 NANA REGIONAL CORPORATION


 Chairman
 NANA REGIONAL CORPORATION

Resolution 87- 15

WHEREAS, NANA Regional Corporation, Inc., (NANA) is the successor in interest to Deering Ipnatchiak Corporation, the village corporation originally established under Section 8 of the Alaska Native Claims Settlement Act (ANCSA) for the Natives of Deering, Alaska; and

WHEREAS, NANA is vested with title pursuant to Section 14(a) of ANCSA to the surface estate of certain lands in the vicinity of Deering as evidenced by conveyance documents issued by the United States Bureau of Land Management (Interim Conveyance Numbers 730, 732, and 735 dated September 29, 1983, and Interim Conveyance Number 1082 dated September 9, 1985); and

WHEREAS, NANA is required to reconvey certain lands in and near Deering in accordance with Section 14(c) of ANCSA; and

WHEREAS, NANA in consultation with Deering residents, the City of Deering and the State of Alaska, has identified all tracts of land to be reconveyed in accordance with ANCSA Section 14(c); and

WHEREAS, regulations of the Bureau of Land Management (BLM) at 43 CFR 2650.5-4 require NANA to prepare and submit to BLM a Plan of Survey depicting the exterior boundaries of the lots to be reconveyed in and near Deering; and

WHEREAS, the Amended Policy Statement for Preparation of the Plan of Survey under 14(c) ANCSA issued April 21, 1986 by BLM requires NANA to submit with the Plan of Survey a corporate resolution authorizing the Plan of Survey and designating the corporate officer to sign and submit said Plan of Survey; therefore,

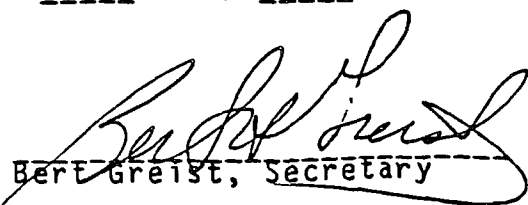
BE IT RESOLVED, the Board of Directors of NANA Regional Corporation, Inc. hereby approves the attached ANCSA 14(c) DEERING PLAN OF SURVEY and authorizes NANA to submit said approved PLAN to BLM; and

BE IT FURTHER RESOLVED, the Board of Directors designates William L. Hensley, the corporate officer authorized to sign and submit said PLAN OF SURVEY to BLM; and

BE IT FURTHER RESOLVED, the Board of Directors certifies that to the best of its knowledge all conflicts concerning property lines shown on said approved PLAN OF SURVEY have been resolved.

Adopted this 29 day of May, 1987 at a duly called meeting held in Kotzebue, Alaska by a vote of 21 for, 0 against and 0 not voting.


ROBERT NEWLIN, Chairman


BERT GREIST, Secretary

VILLAGE CORPORATION 14(c) POLICY - TWO SAMPLES

Note: The following information has been shared by The Kuskokwim Corporation and Akiachak, Limited. They are included to give village corporation boards an example of how they may establish procedures for their own reconveyance program. The procedures established by The Kuskokwim Corporation, and Akiachak, Limited are based on the land use patterns of their local areas.

The Kuskokwim Corporation
Policies and Procedures for Land Conveyances
pursuant to
Section 14(c)(1) and 14(c)(2)
of the
Alaska Native Claims Settlement Act.
Approved by The Kuskokwim Corporation Board of Directors
February 15, 1984
Revised March 1, 1988

A. INTRODUCTION.

1. Background. Section 14(c)(1) of the Alaska Native Claims Settlement Act (ANCSA), Public Law 92-203, 85 Stat. 688, requires The Kuskokwim Corporation (the "Corporation"), as successor in interest to the ANCSA village corporations of Lower Kalskag, Inc., Upper Kalskag, Inc., Aniak Ltd., Chuathbaluk Co., Napamute Ltd., Georgetown, Inc., Kipchaughpuk Ltd., Red Devil Inc., Sleetmute Ltd., and Stony River Ltd., to convey to any Native or non-Native occupant, without payment, title to the surface estate of a tract of land occupied by that person as of December 18, 1971 and used as a primary place of residence, or as a primary place of business, or as a subsistence campsite or as a reindeer headquarters site.

Section 14(c)(2) of ANCSA requires the Corporation to convey title to the surface estate to any non-profit organization for a tract occupied by that non-profit organization as of December 18, 1971. Section 14(c)(2) of ANCSA gives the Corporation the choice of whether to require payment for the land conveyed to a non-profit organization.

Both of these duties to convey land arise when the Corporation receives title to its various land selections by interim conveyance or by patent from the United States.

2. Duties of the Corporation. By law, the Corporation's Board of Directors has a trust responsibility to the shareholders of the Corporation not to dispose of corporate assets, including land, for less than adequate payment in money or money's worth. Section 14(c) of ANCSA creates an exception to this duty. The policies and procedures adopted by the Board to meet and carry out the legal requirements of Sections 14(c)(1) and 14(c)(2) of ANCSA reflect both the Board's trust responsibilities to the Corporation's shareholders and its responsibility to Section 14(c) claimants under federal law.
3. Ineligible Claims. In instances where a claim to land under Sections 14(c)(1) and 14(c)(2) is determined according to these policies and procedures to be ineligible for conveyance under ANCSA, the Corporation will consider the applicant for other land programs which are developed by the Corporation. No guarantee can be made, however, that an invalid Section 14(c) application will be eligible for such other programs.

B. STANDARDS AND CRITERIA FOR DETERMINING VALIDITY OF CLAIMS.

1. Date and Period of Possession. A tract of land claimed under Sections 14(c)(1) or 14(c)(2) of ANCSA must have been, on and before December 18, 1971, in the actual, open, visible, well known and exclusive possession of the person making the claim, or of his predecessor in interest. Such possession must have been regular and continuous, including regular seasonal use for traditional purposes, for the period before December 18, 1971 which is prescribed for each type of claim, and subject to the recognized exceptions for non-use which are stated in paragraph 8 below. Any land use which commenced after December 18, 1971 shall not be the basis of a valid claim.

2. Primary Place of Residence. An applicant must show that each of the following facts was true, as of December 18, 1971, to be eligible for a land conveyance for a primary place of residence:
 - (a) that he possessed and actually occupied the claimed tract on a regular basis, throughout the year ending December 18, 1971;
 - (b) that he maintained, occupied and claimed to own a habitable dwelling-house which is located on the claimed tract and which is suited to year-round occupancy according to usual and customary standards for dwelling-houses in the area;
 - (c) that he occupied the tract as his actual, primary, fixed, and principal dwelling-place, and that the claimed tract is the only tract which he occupied in this manner at the time;
 - (d) that occupancy was not intermittent, temporary, transient, casual, or occasional, or secondary to occupancy at another location.

3. Primary Place of Business. An applicant must show that each of the following facts was true as of December 18, 1971, to be eligible for a land conveyance for a primary place of business:
 - (a) that he possessed and actually used the claimed tract on a regular basis as the site of his primary occupation and business for profit throughout the year

ending December 18, 1971, unless the nature of the business was seasonal, in which case regular use for the season preceding December 18, 1971 and the season preceding December 18, 1970 shall be demonstrated;

(b) that his occupation and business for profit at the claimed location was his primary occupation, trade or profession, and that it was the one to which he devoted the majority of time and effort during the year ending December 18, 1971, or during the years ending December 18, 1971 and December 18, 1970, with regard to a seasonal business;

(c) that he maintained and claimed to own improvements placed on the claimed tract, including, but not limited to man-made structures, and that the improvements were substantially intended and used for the purposes of conducting his primary occupation and business for profit at that location;

(d) that he used the claimed tract as his primary, principal and main site for the conduct of his occupation and business for profit;

(e) that he demonstrates that his occupation and business was intended to be operated on a for-profit basis for the year ending December 18, 1971, whether or not a profit was actually realized during that year, based upon tax records, business licenses and other evidence which the applicant shall provide.

4. Subsistence Campsite. An applicant must show that each of the following facts was true as of December 18, 1971 to be eligible for a land conveyance for a subsistence campsite:

(a) that he possessed and actually occupied the claimed tract of land on a regular basis, including regular seasonal use as a campsite and base for engaging in subsistence activities during the year ending December 18, 1971 and during at least one additional prior year;

(b) that he has claimed only the land actually and reasonably used as a campsite and base of operations, and has not included any adjacent or nearby lands which may have been used for subsistence activities such as fishing, hunting, trapping, berry picking, wood gathering, and other activities associated with a traditional subsistence way of life;

(c) that he has traditionally engaged in subsistence activities and was engaged in such activities on a

yearly or seasonal basis during the year ending December 18, 1971;

(d) that he claims to own any man-made structures, and that these structures, if any, or other evidence of occupancy on the claimed tract are consistent with the use of the land by the applicant or his immediate family as a campsite for subsistence purposes;

(e) that each of these requirements is met for each campsite claimed by the applicant.

5. Reindeer Husbandry Headquarters Site. An applicant must show that each of the following was true as of December 18, 1971 to be eligible for a land conveyance for a reindeer headquarters site:

(a) that he has possessed and actually used the claimed tract on a regular basis for his reindeer management during the year ending December 18, 1971;

(b) that he used the claimed parcel as the principal location for his reindeer management activities;

(c) that he possessed, claimed to own and maintained any man-made structures including fences, corrals, sheds, and barns located on the claimed tract as his own property, and that such structures are consistent with reindeer herding activities and were in fact used for reindeer management;

(d) that his use of the claimed tract for reindeer management purposes was not intermittent, temporary, casual, or occasional as of December 18, 1971;

(e) that he possessed a valid reindeer grazing lease from the United States during the year ending December 18, 1971;

(f) that he owned or had exclusive rights to a reindeer herd during the year ending December 18, 1971.

6. Non-profit Organizations. A non-profit organization, through its duly-authorized president, secretary, or agent must show that each of the following facts was true as of December 18, 1971 and other dates specified below to be eligible for a land conveyance under Section 14(c)(2) of ANCSA as a site of the non-profit organization:

(a) that the organization was a non-profit corporation which possessed, as of December 18, 1971, a certificate

of incorporation issued by the State of Alaska or another state;

(b) that the non-profit corporation was in good standing with the state in which it was incorporated and with the State of Alaska as of December 18, 1971, and on the date application was made for a tract of land, and on the date of any land conveyance which may be made to it pursuant to Section 14(c)(2);

(c) that the non-profit corporation has demonstrated its actual possession, occupancy and use of the claimed tract throughout the year which ended December 18, 1971, for those uses directly related to the organization's objectives and purposes, as stated in its Articles of Incorporation.

7. Guidelines for Tract Size. The size of any tract conveyed pursuant to Section 14(c)(1) or Section 14(c)(2) shall be only so large as is reasonably necessary to permit the continued use of the tract for the purposes for which it has been claimed. Except for good cause shown, including prevention of undue hardship, no tract shall be conveyed which exceeds the applicable size, as follows:

(a) primary place of residence tract: 1-1/2 acres
(approximate nominal dimensions 255 feet by 255 feet);

(b) primary place of business tract: 2-1/2 acres
(approximate nominal dimensions 330 feet by 330 feet);

(c) subsistence campsite tract: 1 acre (approximate nominal dimensions 208 feet by 208 feet);

(d) reindeer husbandry headquarters tract: 10 acres
(approximate nominal dimensions 660 feet by 660 feet);

(e) non-profit organization tracts: 2-1/2 acres
(approximate nominal dimensions 330 feet by 330 feet).

8. Allowable Circumstances for Non-use. An applicant must produce facts to show he has actually used his claimed tract for the required period of time immediately preceding December 18, 1971 to demonstrate the validity of his claim under Sections 14(c)(1) or (2). If an applicant did not use the claimed tract during the required period, his claim will be considered invalid for conveyance under Sections 14(c)(1) or (2) unless he can show by clear and convincing evidence that any non-use of the tract was in fact temporary.

In determining if a period of non-use was temporary, the

Corporation will consider whether the applicant has resumed using the tract since the non-use, whether the applicant used the tract regularly from December 18, 1971 until the date of application, and whether the applicant has maintained any existing improvements on the tract during the period of non-use. The applicant's reasons for any temporary non-use of the tract must be due to one or more of the following circumstances:

- (a) military service, excluding career military service;
- (b) attendance at a primary, secondary, post-secondary or vocational school;
- (c) hospitalization or placement under a doctor's care;
- (d) unforeseen economic circumstances which required the applicant to temporarily move away from the vicinity of his claimed tract;
- (e) any other similar extraordinary and unexpected circumstance, including but not limited to customary cultural practices, unusual situations beyond the applicant's control, and unusual or unseasonal extreme weather or other natural conditions.

9. Payment for 14(c)(2) Claims. The Corporation will decide on a case-by-case basis whether to require payment for a tract approved for conveyance to any non-profit organization, based upon consideration of the organization's purpose and the composition of its membership.

The Corporation will require no payment if it finds that the organization's purposes and goals involve assistance to and improvement of the community generally, including educational, health, and social welfare objectives for both members and non-members; and if the organization's membership is open generally to all persons who share such goals.

The Corporation will require fair or reasonable payment, as it determines, for the conveyance of a tract to a non-profit organization if that organization's purposes are primarily devoted to the interests and benefits of its members, or if its membership is comprised of persons having limited or specialized common interests and goals which primarily enhance their own vocations or avocations.

10. Non-qualifying Uses. (a) The following uses shall not qualify for land conveyance under Sections 14(c)(1) or (2):

- (i) hiking, dog sledding, snow machining, skiing,

must contain the name, address and telephone number of the aggrieved person, a statement of the reasons for the appeal, and a statement that the person shall appear at and participate in any hearing. The notice of appeal shall be signed under oath and notarized.

8. Appeal Hearing. An appeal hearing shall be conducted by an impartial hearing officer appointed by the Board of Directors. The hearing officer shall not be a shareholder of the Corporation. The hearing officer shall make arrangements for the hearing to be held at a time and place convenient to the parties, but it should be held no later than 60 days after the notice of appeal is filed, except if good cause exists for delaying the hearing. The hearing officer shall conduct the hearing and shall make a recommendation to the Board of Directors within 90 days after the hearing.
9. Appeal Hearing Procedures. The aggrieved person and a Corporation representative must be present at the hearing. The hearing shall be tape recorded and retained for use by the Board and in any subsequent appeals. The aggrieved person has the burden to demonstrate to the satisfaction of the hearing officer that, based upon the record and any initial hearing before the 14(c) Committee, the Committee reached its decision in error.

No new evidence will be permitted at the appeal hearing, except for newly discovered evidence which by reasonable diligence could not have been timely presented previously. The hearing officer will determine all questions regarding the admissibility of such evidence, and will make his recommendations to the Board of Directors regarding the weight to be given any newly presented evidence and the testimony of the parties at the appeal hearing.

10. Board of Directors' Review. The Board of Directors of the Corporation will review the hearing officer's recommendations. It may approve, reject or modify those recommendations. The Board of Directors' decision shall be the final administrative determination of validity of any Section 14(c)(1) or (2) claim.

insure reasonable access to a tract conveyed under Section 14(c)(1) or (2). The Corporation shall consider traditional, historical and customary means of access, including air, water and overland access, in determining the reasonable access to be authorized.

13. Claims by Successors in Interest. If an applicant is not the person through whose use a claim arose, the applicant must show that all rights and claims of the original possessor, who may now be deceased, to the claimed tract have been validly transferred to the applicant. This may be by will, by intestate succession, or by valid grant.

If an applicant is the successor in interest to an occupant other than the original possessor, then the applicant must show a continuous, demonstrated chain of valid transfers which links his claim to that of the original possessor. Such a chain may be shown by written documentation, or, if the transfers of interest were done orally, by affidavits or the sworn testimony of either the original possessor, a predecessor in interest or any unrelated, disinterested third-party witness to the transaction.

14. Proxy Applicants. If an applicant files a claim based upon another person's use and occupancy of the claimed tract of land, and such applicant neither claims to be a successor in interest to the original possessor nor is he in fact the original possessor's successor in interest, the Corporation shall (if the claim is valid) convey the tract to the original possessor, or, if such person is deceased, to his heirs or to his estate, as applicable.

15. Competing Applications. When two or more persons file applications for the same land, the following factors will be considered in determining the validity and priority, if any, of the applications:

(a) the person who first commenced the use of the tract and was using it through December 18, 1971;

(b) the manner in which the tract was used and the frequency of use;

(c) the extent to which the tract was used after December 18, 1971 and whether there was a voluntary abandonment of the use;

(d) whether permission was sought from any person for the use of the tract;

(e) the perception of the community as to which person

had superior rights to the tract on December 18, 1971.

16. Shared Use Tracts. More than one applicant may be eligible to receive conveyance to the same tract on the basis of demonstrated shared use of the tract with other applicants. When more than one applicant files for and are found to be entitled to receive conveyance to the same tract, the Corporation shall convey the tract as follows:

(a) if a joint application is made by a husband and wife, the Corporation will convey title to the tract to the husband and wife as tenants by the entirety, with rights of survivorship, unless requested by the applicants to do otherwise;

(b) if an applicant married after December 18, 1971, the Corporation shall convey title to the tract only to the applicant as of December 18, 1971, unless the applicant requests otherwise;

(c) if a husband and wife were entitled to receive a conveyance based upon their joint occupancy of a tract as of December 18, 1971 but have since divorced, the Corporation will convey title to the tract to the applicants as tenants in common, unless the Corporation is provided with a copy of a court approved property settlement or court order dividing the marriage property in a different manner;

(d) if separate applications are filed upon the same tract by two or more members of a household unit which possessed and occupied a claimed tract as a household unit, and no agreement can be reached between the applicants with regard to whom title should be conveyed, the Corporation will convey title to that person or those persons who are determined to have been the head or heads of the household on December 18, 1971, or to their heirs or estates;

(e) if separate applications are filed upon the same tract by persons unrelated by marriage and not of the same household unit, the Corporation will convey title to the tract to the applicants as tenants in common;

(f) if five or more persons apply for the same tract of land, and the applicants demonstrate to the satisfaction of the Corporation that they used the tract in common for a permissible purpose, and exclusive of use by others, the Corporation may subdivide and convey an equal portion of the tract to each claimant. If the Corporation determines that it

is impractical to subdivide the tract, the Corporation, depending upon the circumstances, may convey the tract to the applicants as tenants in common, or may convey it to an association comprised of persons with valid claims to the tract, or may deny the applications and retain the tract for community use.

(g) if applications are made by one or more persons who were less than 18 years of age or were otherwise dependent members of a household as of December 18, 1971, the Corporation shall determine the validity of such a claim on the demonstrated use of the claimed tract by the household unit. If the claim is approved, title to the tract will be conveyed to the head or heads of the household on December 18, 1971, or to their heirs or estates.

C. FILING AND PROCESSING OF APPLICATIONS.

1. Application Forms. Each person wishing to file a claim under Sections 14(c)(1) or (2) of ANCSA must complete his application on a standard form prepared by the Corporation and made available to applicants on their request.
2. Application Periods. All applications must be submitted to the Corporation during the filing periods specifically designated by the Board of Directors. Application periods shall be designated and publicized by various means throughout the The Kuskokwim Corporation region with the intention of providing all potential applicants with an adequate and reasonable opportunity to apply. An application period shall be publicized a minimum of 90 days in advance of the filing deadline by publishing notices in a newspaper of statewide distribution, one of regional distribution (The Tundra Drums) and one of local distribution (The River) and by posting notices in each of the communities within the Corporation's land area. Applications received by the Corporation shall be kept at the Corporation's Aniak office and shall be open to the public. Corporation staff shall be available to assist applicants in the preparation of the applications.
3. Incomplete Applications. If an application is properly submitted within a designated application period, but is determined to be incomplete, the application shall nevertheless be considered timely filed. However, it is the applicant's responsibility to provide timely and adequate information to complete or clarify his application, after being requested in writing to do so by the Corporation. The applicant's failure to respond will result in denial of his application.
4. Additional Information. In addition to the information requested in the standard application form, a claimant may be required to provide additional information which may be needed by the Corporation to evaluate the application in accordance with these policies and procedures. Each request for additional information shall be in writing and a reasonable period of time shall be allowed for response by the applicant. A failure to respond within the period provided shall result in denial of the application.
5. Initial Application Processing. The Corporation staff will be responsible for reviewing each application received, and for contacting each applicant for any additional information that may be needed to evaluate the application. When each application is determined to be complete, or, if it is

incomplete, it cannot be further supplemented to make it complete, Corporation staff will initially evaluate it for validity. An application which claims land which will not be conveyed by the United States to the Corporation, or which is based upon use and occupancy which began after December 18, 1971, will be held for rejection as an invalid claim. The staff will contact the applicant by certified mail, stating the reasons why the application appears to be invalid on its face, requesting additional information from the applicant which could make the application valid, and providing a reasonable time for the applicant to respond. If the applicant fails to timely respond, or if the applicant's response fails to cure the invalidity which was apparent in the initial application, the staff will reject the application for failure to meet the basic requirements of Section 14(c) of ANCSA, and shall notify the applicant. Summary rejection by the staff under this paragraph will be the final administrative action of the corporation with regard to a claim rejected as being invalid on its face. Such a claim may be considered for other available Corporation land programs, if appropriate. The Corporation staff will report its findings, including any summary rejections, to the 14(c) Committee.

6. Second Round Processing. The Corporation staff will research and evaluate in greater detail each application which has passed initial review, to include completion of a field investigation. The Corporation staff will prepare a report on each application for the 14(c) Committee.
7. Discretionary Consideration of Possible 14(c) Entitlements. The 14(c) Committee may, in its discretion, consider and act upon later-discovered possible entitlements under Section 14(c)(1) or Section 14(c)(2) for the purpose of clearing title to Corporation land, without obligation regarding any other such later-discovered possible entitlement and notwithstanding any filing deadline established pursuant to Section C.2. of these Policies and Procedures.

D. ADJUDICATION, DECISION, AND APPEAL.

1. The 14(c) Committee. The Board of Directors of the Corporation shall appoint a 14(c) Committee consisting of five Board members to make validity decisions on Section 14(c)(1) and (2) applications. The Committee will meet as required to consider applications and staff recommendations, to take testimony (if a hearing is timely requested under the procedures set forth in this policy statement), and to decide the validity of all applications received by the Corporation. Four members of the Committee shall constitute a quorum. All action by the Committee shall be taken by majority vote of the quorum.
2. Staff support. The Corporation staff will provide staff support for the 14(c) Committee, in addition to accomplishing its own investigation and review responsibilities as outlined in this policy statement.
3. 14(c) Committee Findings. After reviewing each application, the 14(c) Committee will decide whether sufficient information and evidence have been presented to enable a validity decision to be made on the application. If the Committee finds that the evidence is sufficient to determine the validity or invalidity of the application, it shall prepare a written finding in which it reviews the evidence in support of the claim and reaches a preliminary decision.

This finding shall be sent by certified mail or by personal delivery to the applicant. If the preliminary decision denies all or part of the claim, the applicant thereafter has 45 days after its receipt to make a written request for a hearing before the Committee, or to submit additional written documentation for the Committee's consideration.

Under no circumstance will the Committee reach any final decision denying the application, in whole or in part, without first providing the applicant with the opportunity for a hearing before the Committee under the procedures in paragraph 6 below, or alternatively, by providing the applicant a reasonable period within which to submit any additional written documentation which may support his claim.

4. Conditional Approvals. If the evidence of a claim's validity is favorable, but additional steps must be taken before a final decision can be reached regarding validity and determination of the tract's boundaries, the 14(c) Committee

shall inform the applicant of its conditional approval of his application, but it shall postpone issuing its findings and validity determination until all necessary steps have been completed.

5. 14(c) Committee Hearings. If requested by an applicant within 45 days after his receipt of the Committee's written finding that his application has been denied in whole or in part, a hearing will be scheduled at a time and place convenient to the applicant and the Committee. The applicant must personally appear at the hearing. The applicant may be accompanied by legal counsel or some other representative. The applicant may testify, call witnesses and present evidence in support of his claim. The Corporation staff and, if desired by the Corporation, its legal representative shall also appear and present evidence. Oral argument will be allowed. The hearing will be tape recorded and retained for future reference and consideration by the 14(c) Committee and for use in any subsequent appeal.
6. 14(c) Committee Decisions. If no right of hearing applies, or if applicable, no timely hearing has been requested, the Committee, after considering the record and any additional information submitted in response to its written request, shall make a decision on the application. If a hearing has been timely requested, the Committee shall make its decision after the conclusion of the hearing, based upon all evidence previously submitted, and the evidence produced at the hearing. The Committee's decision shall be made in writing, and a copy of it shall be sent to the applicant. If the decision is adverse in whole or in part to the applicant, then the applicant has a right to appeal to the Board. A notice of the Committee's decision shall be posted during the appeal period in a public place in Aniak, and within other communities near the claimed tract.
7. Notice of Appeal. Any party aggrieved by a decision of the Committee has a right to appeal the decision to the Board. A person desiring to appeal a decision of the Committee shall file a written notice of appeal in the Corporation's Aniak office whose mailing address is General Delivery, Aniak, Alaska 99557 or the Corporation's Anchorage office, whose mailing address is 429 D Street, Suite 307, Anchorage, Alaska 99501.

A notice of appeal by the applicant must be filed no later than 45 days after the decision has been served upon the applicant. A notice of appeal filed by any other aggrieved person shall be filed by the date stated in the posted public notice, which shall extend at least 45 days from the date the notice of decision was posted in Aniak. A notice of appeal

snowshoeing, or the use of off-road vehicles;

(ii) fishing, hunting, berry picking, wood gathering, or other similar activities, except that these activities may be used as evidence in support of a claim of subsistence campsite or primary place of business;

(iii) use and maintenance of trap lines, except that the existence of trap lines may be used as evidence to support a claim of subsistence campsite or primary place of business;

(iv) community cemetery unless it is within a tract which has been applied for and qualifies for conveyance under Section 14(c)(2) and these policies;

(v) an individual or family burial plot unless it is within a tract which has been applied for and qualifies for conveyance under Section 14(c)(1) or (2) and these policies.

(b) The following uses may not in and of themselves qualify for a conveyance of land under Section 14(c)(1) or (2) of ANCSA, but may qualify when the land so used relates to the use and occupancy of a tract claimed as a primary place of residence, a primary place of business, a subsistence campsite, a reindeer husbandry headquarters, or a site used by a non-profit organization and when the land is immediately adjacent to the claimed tract:

(i) disposal of waste, garbage, refuse, trash, offal, entrails of fish, fowl or game, or similar uses;

(ii) storage of goods, vehicles, boats, materials, tanks, containers, boxes, and similar items.

(iii) individual or family burial plot.

11. Mining Claims. A mining claim will not be considered a valid reason for a land conveyance as a primary place of business under Section 14(c)(1) or (2) because such a claim, if otherwise valid, is protected as a valid existing right under Section 22(c) of ANCSA. If a mining claim is invalid, a primary place of business claim is not applicable since only surface rights can be conveyed under Section 14(c) of ANCSA.

12. Access. The Corporation shall, by easement or license, authorize in its conveyance deed such means of access over land owned by the Corporation which may be necessary to

E. CONVEYANCES.

1. Deeds. After a claim is finally determined to be valid under Section 14(c)(1) or (2) of ANCSA, the Corporation shall convey the surface estate of the approved tract to the applicant(s) by quitclaim deed. Such a deed shall be issued only after the Corporation has received title to the subject land (either by patent or by interim conveyance), and the tracts have been surveyed by the United States.

2. Unsurveyed Tracts. An approved but unsurveyed Section 14(c)(1) or (2) tract situated within lands which have been conveyed by patent or interim conveyance to the Corporation will be leased without payment to the successful applicant until a survey of the tract is performed in accordance with an approved plan of survey, the survey is approved by the United States and a quitclaim deed can be issued. The leased tract will be described as precisely as possible, but each applicant is put on notice that the exact legal description of an approved tract will not be stated until the tract is surveyed.

With the Corporation's prior approval, an applicant may have his approved tract surveyed at his own expense. Such private surveys must follow a plan of survey prepared by the Corporation and approved by the United States Department of the Interior Bureau of Land Management (BLM), and the final plat of survey also must be approved by BLM. At such time as a tract's survey is properly completed and approved by BLM, the Corporation shall replace the interim lease with a quitclaim deed as described in paragraph 1 of this section.

3. Access. To the extent access to an approved tract is required to be obtained across Corporation lands, the lease or quitclaim deed will describe the location, form, and size of the access and will state any use limitations imposed upon the access.

4. Reservations. Each lease and quitclaim deed issued under these procedures shall be subject to the following: (a) all reservations arising pursuant to the provisions of ANCSA and (b) the issuance of corrective leases and quitclaim deeds upon completion of land surveys performed by the United States pursuant to ANCSA.

F. OTHER PROVISIONS.

1. Non-Discrimination. The Corporation shall not discriminate in the adjudication of any application under these policies and procedures on the basis of race, sex, religion or ethnic origin of the applicant. No distinction shall be made under these policies and procedures as to whether the applicant is a shareholder of the Corporation.

2. Waiver of Policies and Procedures. The Corporation may, at its discretion, waive any nonstatutory requirements of these policies and procedures. When the rights of third parties will not be impaired, and when the rapid and certain fulfillment of the Corporation's responsibilities under Section 14(c) of ANCSA will be assisted, minor procedural and technical exceptions to these policies and procedures shall be waived by the Board of Directors or the 14(c) Committee, as appropriate. The Corporation may relax these rules in the interest of resolving unforeseen problems, in extraordinary situations, or in the event of undue hardship to the applicant or another person.

AKIACHAK, LIMITED

RULES AND PROCEDURES
FOR LAND CONVEYANCES UNDER
SECTION 14(c)(1) AND (2) OF THE
ALASKA NATIVE CLAIMS SETTLEMENT ACT

I. INTRODUCTION AND PROCEDURES

1.01 Purpose

These rules and procedures are designed to:

(a) Carry ANCSA 14(c)(1) and 14(c)(2) into effect;

(b) Determine which tracts of Corporation Land were occupied as a Primary Place of Residence, Primary Place of Business, Subsistence Campsite, or Headquarters for Reindeer Husbandry, or by a Non-Profit Organization, on December 18, 1971;

(c) Convey those tracts to the occupants or their successors-in-interest quickly and in an orderly fashion; and

(d) Treat all people who apply for 14(c) conveyances fairly and equally.

1.02 Definitions

(a) "ANCSA" means the Alaska Native Claims Settlement Act of December 18, 1971 (43 USC 1601 et seq.), as amended.

(b) "Corporation" means Akiachak, Limited, the village corporation under ANCSA for the Native village of Akiachak, Alaska.

(c) "Board of Directors" or "Board" means the board of directors of Akiachak, Ltd.

(d) "Corporation Land" means land which the Corporation has applied for, and which will be or has been conveyed to the Corporation pursuant to ANCSA. Corporation Land includes land selected by the Corporation which is subject to a Native Allotment application, but only to the extent the Corporation receives title. (See Section 1.16 of these rules.)

(e) "Lands Staff" means the employees of the Land Department of the Corporation whose job it is to manage Corporation Land and process applications submitted under these rules.

(f) "Non-Profit Organization" means a validly existing, duly organized, not-for-profit corporation which has a tax-exempt status under the Internal Revenue Code.

(g) "Primary Place of Business" means the primary site upon which an individual or a corporation conducted its for-profit business as of December 18, 1971. The business must have been conducted on a permanent or seasonal basis for a substantial period of time. A person may have only one Primary Place of Business at any one time, except as provided in Section 3.04 (concerning residential rental property).

(h) "Primary Place of Residence" means the tract which served as the primary place of residence of an individual on December 18, 1971. The individual must have regularly resided on the tract on a permanent or seasonal basis for a substantial period of time. A person may have only one Primary Place of Residence at any one time.

(i) "Subsistence Campsite" means the tract used by an individual or family on a seasonal basis, or as a temporary dwelling place, while engaged in food gathering, or other activities which are reasonably related to a Subsistence Lifestyle. The individual or family must have used the tract on a regular or seasonal basis for a substantial period of time. A garden site is considered to be a subsistence campsite.

(j) "Subsistence Lifestyle" means that customary and traditional lifestyle of Alaska Natives whereby an individual is dependent upon and uses the land, its products and wildlife, as a source of, or means of obtaining, a substantial portion of the necessities for his life.

1.03 Publication/Notification

In order to advise all potential applicants of this conveyance program, the Corporation shall give notice of the program as follows:

- A. By publishing a notice in the closest local newspaper and a newspaper of general statewide distribution, once a week for four consecutive weeks;
- B. By posting notices at prominent places in each of the villages in the area, including but not limited to the villages of Akiak, Kwethluk, Bethel, and Tuluksak. Posting places may include the city/village office, the post office, the health clinic, the airport, and the telephone building;
- C. By mailing a copy of the notice to each shareholder of the Corporation; and
- D. By mailing a copy of the notice to each party who may be entitled to land under these regulations of whom the Corporation has actual knowledge.

These notice requirements shall be completed at least ninety (90) days prior to the application deadline provided in Section 1.04(d).

1.04 Applications

(a) All applications for land conveyances must use the official application form. (See attachment.) Application forms shall be available from the Corporation. Each application shall be completed under oath and be mailed to or filed with the Corporation at its principal office.

(b) The Corporation shall maintain a log of all applications which it distributes. This log shall show:

- (i) the name and address of the applicant;
- (ii) the date the application was sent out;
- (iii) the date the Corporation received the completed application; and
- (iv) the date the Corporation received any supplemental information.

(c) Any application filed by a corporation shall include:

- (i) a certificate of good standing issued by the State of Alaska;
- (ii) a certificate of good standing issued by the state of incorporation, if not Alaska;
- (iii) a certified copy of its Articles of Incorporation; and
- (iv) a certified copy of the resolution authorizing the filing of the application.

(d) All applications shall be received no later than the close of business on _____.

1.05 Staking

Each applicant shall stake or mark on the ground each corner of the tract for which an application is filed. The purpose of the staking is to help locate the tract on the ground. The Corporation, in deciding applications, is not obligated to follow the staked boundaries.

1.06 Processing of Applications

(a) Initial Processing: All applications received by the Corporation shall be processed by the Lands Staff. The Corporation shall keep the applications at its office, and they shall be open to the public. Members of the Lands Staff shall be available to assist applicants prepare the applications. The Lands Staff shall, to the extent possible, independently review and verify the information contained in each application.

(b) Incomplete Applications: Where an application is incomplete, the Lands Staff shall notify the applicant of the missing information. The applicant shall have a reasonable time, but not more than thirty (30) days, to supply the needed information.

(c) Preliminary Decisions: The Lands Staff shall make the preliminary decision on the application. If the preliminary decision is adverse to the applicant, the Staff will notify the applicant. A decision is adverse if any portion of the application is denied, or if the decision awards less acreage than claimed on the application. The notice shall set out the reasons for the adverse decision. The applicant will then have thirty (30) days to submit any additional information he may desire. The Lands Staff shall review any new information the applicant submits. The Lands Staff may change their preliminary decision should the facts so warrant. The Lands Staff shall advise the applicant of any such change.

(d) Final Determination by Board of Directors: After the Lands Staff has completed its review of the application, they shall forward the application, any additional information that has been submitted, and their preliminary decision to the Board of Directors. The Board shall review the application and the Lands Staff's preliminary decision and make the final determination of the application. The Board may accept or reject any application in whole or in part. When an application is accepted, the Board shall determine the acreage to be conveyed in accordance with these rules. It shall notify all applicants of its decisions.

1.07 Requests for Reconsideration

(a) If the Board decision is adverse, the applicant shall have forty-five (45) days after the date the decision was mailed to file a request for reconsideration with the Board. In support of his request for reconsideration, the applicant may submit to the Board additional information in support of his application and/or a written statement of reasons why he believes the Board's decision was wrong.

(b) The Board shall review and decide all requests for reconsideration. The Board may, in its sole discretion, hold a hearing on a request for reconsideration if it finds that there

are disputed facts or that it needs additional information. The Board may also submit any request for reconsideration to the Lands Staff for study and recommendation. Upon decision, the Board shall notify the applicant submitting a request for reconsideration of its decision regarding the request.

1.08 Burden of Proof

(a) Applicant shall have the burden to show by clear and convincing evidence that he meets the requirements of the statute and these rules.

1.09 Waiver

The Board of Directors may in its discretion waive any rule or procedure not required by ANCSA. Minor procedural and technical requirements should be waived when the waiver will not impair the rights of third parties and will assist the rapid, certain fulfillment of the Corporation's responsibilities under ANCSA §14(c). The Corporation may waive other requirements of these rules to avoid manifest injustice to an applicant.

1.10 Conveyances

(a) All conveyances of Corporation Lands under these rules shall be in the form of a Statutory Quitclaim Deed. Deeds shall be expressly subject to:

- i) all reservations arising pursuant to the provisions of ANCSA; and
- ii) the issuance of a corrective deed upon the completion of the survey to be performed by BLM to correct the approximate description of the property as set forth in the conveyance.

(b) The conveyance shall be for the surface estate only and shall be made only to the applicant or to the applicants in accordance with Section 1.13. The Corporation shall not be required to recognize any assignment of the applicant's rights prior to conveyance.

(c) The Corporation shall issue a conveyance only after the Corporation has received title to the land, and only one year after the Corporation has submitted a map of boundaries for the tract to the BLM. Receipt of title includes the receipt of an interim conveyance.

(d) There shall be no charge for any conveyance issued under these rules.

1.11 Accepting a Lease in Place of Title

(a) Any person or corporation entitled to the conveyance of a tract of land under these rules may, in place of receiving title, choose to lease the land from the Corporation. In order to receive a lease:

- (i) the person (or corporation) and the Corporation must both agree to the terms of the lease; and
- (ii) the person (or corporation) must, in exchange for the lease, sign a waiver of all rights to receive any conveyance of title under ANCSA §14(c) and these rules.

(b) This Section shall only apply if the Board of Directors adopts a resolution implementing a leasing program. The Corporation has absolute discretion on whether to adopt, and the terms of, any leasing program. In the event the Corporation does enact a leasing program, leases must be offered to all persons similarly situated on a non-discriminatory basis.

1.12 Rights of Successors-in-Interest

(a) Inheritance: Where the applicant did not occupy the land personally on December 18, 1971, but is claiming title by virtue of inheritance, the applicant shall file with the application a copy of the will or the court judgment under which his right to the property arises. If a will or estate has not yet been probated, the Corporation reserves the right to withhold determination of the application until a court has determined the applicant's rights of inheritance.

(b) Purchase, Assignment, etc.: Where the applicant claims the property by purchase or other transfer of rights from the party whose use of the land gave rise to the claim, the applicant shall file with the application copies of all documents showing such transfer of title. Examples of documents include bills of sale, quitclaim deeds, assignments, etc. Should there be more than one transfer in applicant's chain of title from the original occupant, then each transfer shall be documented and proven. Where there is no written record of a transfer, the applicant shall submit an affidavit by a disinterested party not related to the applicant which supports the transfer claim.

(c) Other Proof Required: If an applicant is claiming as a successor-in-interest, he shall also provide the information needed to prove the use and occupancy of the party who occupied the land in 1971.

1.13 Joint Claimants/Joint Use/Married Couples

(a) A husband and wife may jointly apply for and receive title to the same tract of land if they occupied the land together on December 18, 1971. The Corporation will convey title to the husband and wife as "tenants-by-the-entirety with rights of survivorship" unless requested by the applicants to do otherwise.

(b) If an applicant married after December 18, 1971, the Corporation will convey title to the applicant occupying the land on December 18, 1971. The Corporation will convey title to both spouses only if right to title has been transferred to both spouses under Section 1.12.

(c) If a couple is entitled to receive a conveyance based upon their December 18, 1971 occupancy but have later divorced, the Corporation will convey title to them jointly as "tenants in common." However, if the Corporation is provided with a court order disposing of the property interests in a different manner, the Corporation will follow the court order.

(d) If two or more persons other than spouses are entitled to the same parcel of land and jointly apply for it, the Corporation will convey title to the property to them as "tenants in common."

(e) No application for property shall be accepted if the property was used by the community generally in 1971.

1.14 Abandonment

(a) If the property being claimed has been abandoned by the applicant (or by a party through whom the applicant is claiming), then the applicant shall have no rights to such property.

(b) If the alleged abandonment by the applicant (or a party through whom the applicant is claiming) occurred prior to December 18, 1971, then the applicant has the burden of proving that abandonment did not occur. If the abandonment allegedly occurred after December 18, 1971, then the Corporation or the party asserting the claim of abandonment shall have the burden of proving that the abandonment did occur.

1.15 Conflicting Claims

Where there are conflicting claims for the same tract of land, the Corporation will consider the following factors in determining the validity and priority of the applications:

- (a) the party which first occupied and used the tract and was occupying it December 18, 1971;

- (b) the manner the tract was used and the frequency of the use;
- (c) the extent the tract was used after December 18, 1971, whether a party abandoned use of the tract, and the extent to which any claim arose from post-1971 use;
- (d) whether permission was sought from one of the claimants for the use of the tract;
- (e) the perception of the community as to which party had superior rights to the tract on December 18, 1971.

The concurrent use of a tract by an individual with the permission of the applicant shall not result in the denial of the claim of an applicant.

1.16 Native Allotments

The Corporation shall accept applications for land upon which the applicant or another person has a pending, unadjudicated application for a Native Allotment. These applications shall be determined in accordance with the rules. If the Corporation determines that the application should be granted, no conveyance shall be made until the Native Allotment application is denied and the property is conveyed to the Corporation. If the Native Allotment is granted, the application shall then be denied, except if the application is for lands not included in the granted Allotment. The applicant receiving the Allotment may not apply for other land from the Corporation if the deadline for filing has passed.

1.17 Adjustment of Boundaries

Where applicants for adjoining tracts of land have agreed to a common boundary between their tracts, they may request the Corporation to use that Boundary. The Corporation shall attempt to comply with any such request. However, the Corporation need not use the boundary where its use would lead to adverse consequences, or defeat the requirements of these rules.

1.18 Non-Discrimination

The Corporation shall not discriminate in the adjudication of any application on the basis of the race, sex or religion of the applicant. Likewise, the Corporation shall make no distinction based on whether the applicant is a shareholder.

1.19 Reservation of Rights

Nothing herein shall be deemed to limit the right of the Corporation to otherwise dispose of Corporation Land.

II. PRIMARY PLACE OF RESIDENCE

2.01 General

A person may apply under these rules for land he or she occupied as a Primary Place of Residence on December 18, 1971. A couple married as of December 18, 1971 may file a joint application. Additionally, a person may apply for land that has been purchased, inherited, or otherwise acquired from someone who used the tract as a Primary Place of Residence on December 18, 1971.

2.02 Acreage to be Conveyed

The Corporation shall convey to the applicant a single tract of Corporation land actually occupied and used as a Primary Place of Residence in 1971. No Residence tract shall exceed one and one-half (1.5) acres, except the Corporation may convey a larger tract where it finds it would be manifestly unjust to the applicant to convey less.

2.03 Primary Place of Residence Criteria

"Applicant" as used in these criteria means the applicant himself or the party occupying the tract in 1971 through whose use the claim arises.

(a) The applicant shall show that as of December 18, 1971,

- (i) the applicant occupied the tract on a regular basis (either permanent or on a seasonal basis) for substantial periods of time;
- (ii) the applicant used the tract as his principal place of dwelling and that he had no other primary place of residence; and
- (iii) there was a dwelling on the tract which was habitable and used by the applicant for living purposes.

(b) In adjudicating an application under this Article, the Corporation may also consider the following factors:

- (i) the existence of other structures on the tract;
- (ii) the reasons the applicant was absent from the tract for any extended periods;
- (iii) the applicant's address in 1971 for purposes such as voter registration, income tax

returns, ANCSA enrollment, driver's licenses, and hunting and fishing licenses; and

- (iv) the extent to which the applicant used the tract for storage, if a portion of the tract applied for was used for storage of personal effects in conjunction with a primary place of residence.

III. PRIMARY PLACE OF BUSINESS

3.01 General

A person or corporation may apply under these rules for land the applicant occupied as its Primary Place of Business on December 18, 1971. "Person", as used in this Article, includes a partnership.

3.02 Acreage to be Conveyed

The Corporation shall convey to the applicant a single tract of Corporation Land actually occupied and used as a Primary Place of Business in 1971. No Business tract shall exceed one and one-half (1.5) acres.

3.03 Primary Place of Business Criteria

"Applicant" as used in these criteria means the applicant himself or the party occupying the tract in 1971 through whose use the claim arises.

(a) The applicant shall show that as of December 18, 1971,

- (i) the applicant occupied the tract for conducting business for profit on a regular basis (either continually or on a seasonal basis) for substantial periods of time;
- (ii) the applicant used the tract as his principal and most important place of conducting his business for profit;
- (iii) the applicant was actually conducting business for profit as evidenced by a 1971 business license; and
- (iv) to the extent the business required it, there were physical structures located on the tract.

(b) In adjudicating an application under this Article, the Corporation may also consider the following factors:

- (i) the existence of structures on the tract used for the business; and
- (ii) the existence of business records, tax returns, federal employers identification numbers, and the address and location of the business as reflected on such forms.

3.04 Residential Rental Property

In addition to any other Primary Place of Business for which an applicant may be eligible, an applicant shall be entitled to receive as a Primary Place of Business a tract occupied by a residential rental unit on December 18, 1971. No applicant shall be entitled to receive more than one (1) Primary Place of Business which was used for the business of residential rental property.

IV. SUBSISTENCE CAMPSITE; HEADQUARTERS FOR REINDEER HUSBANDRY

4.01 General

A person may apply under these rules for land he or she occupied as a Subsistence Campsite or as a Headquarters for Reindeer Husbandry on December 18, 1971.

4.02 Acreage to be Conveyed

The Corporation shall convey to the applicant as a Subsistence Campsite or Headquarters for Reindeer Husbandry those tracts actually occupied and used in 1971. No such tract shall exceed 10,000 square feet. However, the Corporation may convey a larger tract where it finds it would be manifestly unjust to the applicant to convey less.

4.03 Subsistence Campsite Criteria

(a) The applicant shall show that as of December 18, 1971,

- (i) the applicant (or the party through whose use the claim arises) occupied and used each tract applied for as a Subsistence Campsite on a regular, seasonal basis for substantial periods of time; and
- (ii) there were improvements located on each tract relating to the subsistence activity which centered on the tract. Examples of improvements are line cabins, caches, fish racks, tent frames, etc. Where no such improvements existed, the applicant shall submit sworn statements by at least two persons not related to the applicant or to each other

substantiating the applicant's use of the tract and his claim to it.

(b) In adjudicating an application under this Section, the Corporation may also consider the following factors:

- (i) the cash income of the applicant and his family (or of the party through whose use the claim arises) in 1971 and its relationship to the applicant's livelihood and dependence upon subsistence food gathering; and
- (ii) the residence of applicant (or the party through whose use the claim arises) during the use of the tract.

(c) A tract of land used exclusively for recreational purposes or for berry picking shall not be eligible for conveyance as a Subsistence Campsite. However, a cultivated garden site shall be eligible for conveyance.

4.04 Applicant for Subsistence Campsites
Where a Subsistence Campsite was used by a family, the applicant shall be the person who was the head of the household in 1971.

4.05 Headquarters for Reindeer Husbandry
The applicant shall show that as of December 18, 1971,

- (i) the applicant (or the party through whose use the claim arises) occupied and used each tract applied for as a Headquarters for Reindeer Husbandry on a regular basis for substantial periods of time;
- (ii) there were improvements located upon each tract including corrals, sheds, fences, and barns used in reindeer husbandry; and
- (iii) the applicant (or the party through whose use the claim arises) had a reindeer herd.

V. NON-PROFIT ORGANIZATIONS

5.01 General
A Non-Profit Organization may apply under these rules for the land it occupied on December 18, 1971.

5.02 Acreage to be Conveyed
The Corporation shall convey to the applicant the tract actually occupied and used by it. No such tract shall exceed one (1) acre.

5.03 Non-Profit Organization Land Criteria
The applicant shall show that as of December 18, 1971,

- (i) it was a duly organized and validly existing non-profit corporation organized under the laws of the State of Alaska or registered in Alaska as a foreign corporation;
- (ii) it was treated by the Internal Revenue Service as a non-profit tax-exempt organization;
- (iii) it occupied and used the tract on a regular basis for a substantial period of time; and
- (iv) there were improvements located on the tract which it used and which directly related to its non-profit status.

Post-71 Occupancy Alternatives

ANCSA Section 14(c)(1) and (2) is clear that individuals which occupied land on December 18, 1971 for certain purposes are entitled to receive the land from the village corporation under 14(c).

Individuals who occupied corporation lands after December 18, 1971 are not entitled to a 14(c) conveyance under the law. In fact, if the occupancy was done without the consent of the corporation, it is trespass irrespective of the date upon which began after 1971 -- even, if the conveyance (IC or patent) was not granted to the corporation until many years after 1971.

The most common type of post-71 occupancy is by people who built homes after 1971 and prior to the conveyance of the land by the village corporation. Many are the result of a lack of knowledge on the part of the individual as to what needed to be done to receive permission to the land, complicated by conflicts with traditional means of appropriating land. Most were not made with any conscious intent to deprive the corporation of its lands. These conflicts all resulted in many corporations now finding themselves in the difficult position of having to protect their assets and at the same time avoid unnecessary conflict with shareholders and others who thought their occupancy was proper.

Corporate Responsibilities

The ultimate responsibility and decision making for the Corporation rests with its Board of Directors. As directors charged with the responsibility of managing corporate affairs, the board is responsible for determining how to handle the post-71 occupancies. This decision is an important one since the board must exercise due care in their responsibility to the corporation to avoid liability that might arise if they fail to assert a claim on behalf of the corporation.

Alternative Action

The first and foremost obligation of the Board of Directors is to protect the assets of the corporation until it has determined what the best use for them will be. A Corporation does not have the luxury of "doing nothing." By doing nothing, the time for vesting of title under adverse possession continues to run; the Corporation loses the rental income from the property being occupied, and the occupants are given the misimpression they have some rights to the land. Thus, in addition to asserting its claim of ownership, the Corporation has four options:

1. Bring Trespass Ejectment Action: This is a legal proceeding whereby the Corporation asserts its ownership rights to the land and seeks the removal of the trespasser from the property. The end result of this

course of action would be a termination of the occupancy and compensation to the Corporation for any damage done to the property. The legal money costs, in addition to the political costs of conflict with a group which may be largely composed of shareholders may be unacceptable in most instances.

2. Negotiate lease/permit for use: This option is based on the corporation's agreement to allow the occupant to remain in possession under such terms and conditions as are agreeable to both parties. This protects the Corporation's title and fixes the occupant's rights. Should negotiations not be successful then the Corporation's only recourse to protect its title would be trespass action. The terms of the lease would be subject to the Corporation's wishes for the management of the property. A rental fee should be charged. Such fee should be equal to the fair market rental value of the property. Should a lesser amount be charged, the Board would be granting an economic benefit to the occupant at the expense of the shareholders and the Corporation. The amount of the rent and terms of the lease is the responsibility of the corporation board using their good faith judgement for what they believe is in the best interest of the corporation, unless specifically exempted by a vote of 2/3 of the shareholders.

3. Direct Conveyance to Occupant: Should it be consistent with the policies of the Corporation, the Corporation may sell the occupant the land. In

deciding whether to sell, the Corporation should consider other uses for the land, as well as its location. Such sale would have to be at fair market value for the property unless specifically exempted by a shareholder vote, as stated above in Number 2. A distinction should be made between pre-conveyance occupants and post-conveyance occupants. By allowing a person to buy the land they settled on before it was conveyed to the Corporation, the Board is resolving a difficult problem. However, applying this policy to trespassers who settle on the land after the Corporation has received title, encourages trespassers and results in the trespassers not the Board making land use decisions for the Corporation.

4. Conveyance to Municipality or MLT: Pursuant to Section 14(c)(3) of ANCSA, the Corporation is required to make conveyances to the Municipality of certain lands. Included in those lands are the "improved land on which the Native village is located." Unlike Sections 14(c)(1), (2), and (4) of ANCSA, there was no vesting date for rights under (c)(3). Thus, the Corporation, if it wishes, could transfer some or all of the lands occupied in the village after 1971 and prior to the conveyance to the Municipality. It would then be up the Municipality to determine the manner in which it will deal with the occupants. While Municipalities are prevented by State law from disposing of land except by public auction, there are several proposed changes to the law which would allow them to sell the land on a negotiated basis to these

occupants. If there is not an incorporated Municipality, the Corporation would convey to the Municipal Land Trustee (MLT) who has the present authority to enter into negotiated sales with such occupants.

Another option which has been suggested is the utilization of Section 1407 of ANILCA which deals with shareholder homesites. It is not advisable at this time to utilize this vehicle. Section 1407 deals only with the tax consequences of such conveyances and does not address the corporation law aspects. At present, the research which has been done would indicate that in order to be in compliance with the general provisions of corporate law, any homesite program would have to be structured so as to give all shareholders an equal opportunity to receive land. If a homesite program is used as a means of trying to resolve the post-71 occupancy problem, then it would have to give preference to those shareholders who settled on the land in violation of law over the other shareholders.

Thus, the real problem facing the Board of a Corporation with post-71 occupants on its lands is walking the tightrope of protecting the rights of the Corporation and meeting the director's responsibilities, while at the same time being fair to the occupants without rewarding and encouraging trespass.

TOWNSITES

In Alaska a townsite usually refers to a community which has received a subdivisional survey under the federal townsite laws. The Townsite laws are a group of laws which enabled residents to petition for the withdrawal and survey of public land in a community, after which qualified or vested individuals were deeded lots and the remainder of the lands were held in trust for future occupants. Because most of these townsites were petitioned for in the 1960's and earlier, many of the people now in the villages have lost track of just who petitioned for them and why, and even what a townsite is all about. Townsite presence or absence has little relationship to municipalities--many townsites are in unincorporated communities even today. Townsite and township are two terms often confused because of their sound alike similarity, but they are completely different--the township being a square unit measure of land six miles on a side.

History of Townsites

The townsite laws were part of a body of settlement laws--including the homestead, the headquarters and trade and manufacturing site, and the Native allotment--which were extended to or modified for Alaska in the late 1800's and early 1900's. The townsite law was first extended to Alaska in 1891 and on May 25, 1926 the Native Townsite Act was passed ". . . for the benefit of Indian or Eskimo occupants in trustee townsites in Alaska . . ." (Both of these are also known as a trustee townsite.

There are two other kinds of townsites in Alaska which are similar to each other in that they have no trustee and were established by, or as a result of, an executive (presidential) Order. These are the Alaska Railroad and the Presidential Townsites. The ARR townsites were established at likely points along the railroad and include Seward, Moose Pass, Portage, Girdwood, Anchorage, Talkeetna, and Nenana among others. Presidential townsites, similarly, were established at road junction points along the highway system likely for settlement and include Tok, and Delta Junction, and Glenallen (which was never sold). Fairbanks, Anchorage east addition, Juneau, Ketchikan, Skagway, Sitka and Kodiak, to name a few, are among the trustee townsites under the 1891 law, while most Alaska bush townsites are Native townsites under the 1926 law. All the townsite laws were repealed by the passage of the Federal Land Use Policy and Management Act (FLPMA) in 1976.

How does or did, the townsite law work?

1. FIELD EXAMINATION AND SCREENING: Typically, once a petition for a townsite survey was received by BLM it would be screened and field examined to see if the petition fairly represented the residents and that the community was likely to be a viable one in the future, and that the land status was clear.
2. SURVEY PLAN: When a petition was deemed adequate, a plan of survey was made by working with the residents to identify ownership of each group of improvements and provide each future lot with a means of access. In the plan of survey, all the occupied lots are subdivided on paper into individual lots and groups of lots called

blocks, together with utility easements and streets for access to each lot, plus public reserves for existing and future public purposes (i.e. school, community hall, parks, airports, etc.). For future expansion purposes, an extra one third or so of subdivided but vacant lots, plus unsubdivided areas or blocks were usually planned for.

3. SURVEY: A survey was made at government expense according to the plan of survey with the overall size of the townsite based on the population: a 160 acre maximum for 100 inhabitants or less, a 320 acre maximum for 100-200 inhabitants, and for 200 or over up to a maximum of 640 acres.

If most of this sounds a bit familiar, it should, since it is almost the identical process as was later enshrined by Congress in § 14(c) of ANCSA to give land titles or deeds to existing occupants for residences, businesses, subsistence sites, etc.

4. TRUSTEE, PROOF, AND PATENT: Once the survey was completed and the subdivisional survey plat was approved, a trustee was designated (the trustee typically was a local judge or other official, but has been a BLM employee for many years). The trustee applies for patent and submits "proof" which also involves posting in the village and elsewhere--the entire proof process highly reminiscent to proving up on a homestead, homesite, or a trade and manufacturing site. BLM then issues a patent to the trustee.

5. LOTS AWARDS BY TRUSTEE: Once patented, the trustee proceeds to exercise his/her trust duties by disposing of the lots to individuals which occupied townsite land as of the date the survey plat was formally approved. If a townsite survey plat was still pending approval when the townsite law was repealed on October 21, 1976, that becomes the cut-off date for entitlement to a townsite lot. Native occupants get the land free of charge and can elect to receive either a restricted or unrestricted deed, non-Native occupants by payment of charge based on a pro-rated lot assessment designed to recover the costs of survey and administration.

6. PROVISIONS FOR POPULATION INCREASE: After the first lot award, if the population increased (up until the repeal of the townsite laws in 1976) new Native occupants could move onto any unclaimed lots and either Native and non-Native occupants could move into the surveyed but unsubdivided blocks designated for expansion. (One of the major criticisms of the federal townsite laws was that neither the community nor the trustee had any substantial control over who settled or where they settled.) Occupants on unsubdivided blocks could then petition the trustee for additional subdivisional surveys to enable them to get a deed. When population expanded beyond the surveyed townsite limits, a townsite addition could be petitioned for--hence the Anchorage east addition--the Nenana St. Marks addition, etc.

7. OTHER TRUSTEE FUNCTIONS: Depending on the community needs and desires, the trustee may also hold a public auction sale of unclaimed lots to the highest bidder. Usually, however, if a municipality exists, they will opt for the unclaimed unoccupied lots and blocks to be deeded to the city. Tracts designated as public reserves usually must go to the city. In unorganized communities, that is, those without a city, the trustee may sell lots also, but normally just holds the land in trust until a city is formed and (until 1976) with lots available by settling on them. When all the land is disposed of the trustee "closes out" the townsite and sends the records into storage. However, if a city is never formed, the trustee cannot deed all the land and cannot "close out."

8. FUTURE CONSIDERATIONS FOR TOWNSITE TRUST LANDS: To help eliminate this problem and others it is being actively proposed by BLM that the federal trustee duties be transferred to the state municipal land trustee (MLT). It is being actively proposed by others that the lands in unincorporated townsite villages should be deeded to an IRA or traditional village council.

The passing of ANCSA in 1971 effectively rendered the townsite program obsolete because virtually all the lands in and around Native communities became subject to village selection and, as stated earlier, were essentially replaced by the provisions of 14(c). However, there were about 110 townsites in various stages of the petitioning/survey/lot awards process at the passage of ANCSA where rights had vested to the occupants. A number of villages have

Townsites

Page 6

attempted to retract their petition since 1971 in favor of ANCSA but have found it is difficult to reverse--mostly because rights have been vested in the occupants in the meanwhile. Further, past policy allowing original petitioners to relinquish the unoccupied and unclaimed portions so the village corporation may pick up the land was not possible since the village selection period expired three years after ANCSA.

The eventual ownership of these unoccupied, but often highly valuable lands have certainly been the subject of much interest. A lawsuit filed in 1977 titled Aleknagik Natives, Ltd., et al. v. United States of America concerns this issuance of future disposition.

The central legal issue in the Aleknagik case was whether vacant and unsubdivided blocks of land set aside for future townsite expansion should have been considered as federal public land and selectable under ANCSA, or not.

On March 19, 1985, the U.S. District Court upheld the actions of the Secretary of Interior in ruling that Alaska townsite lands were unavailable for selection by ANCSA village corporations and available for settlement by new occupants up until the date of the repeal of the townsite laws in the Federal Land Policy & Management Act on October 21, 1976. A motion to appeal the ruling was filed and oral arguments before a three-judge panel of the Ninth Circuit Court of Appeals were heard on September 4, 1986. The decision of the Ninth Circuit affirmed the District Court's ruling. Intervenors in the Aleknagik lawsuit, English Bay and Port Graham Village Council claimed that although the vacant land in their townsite wasn't subject to corporation selection, it should go to them. The District Court ruled in their favor. The case, however is on appeal with the Ninth Circuit at the time of this writing.

For further information contact the BLM Townsite Trustee: Bureau of Land Management, Department of Interior, 701 C Street, Box 13, Anchorage, Alaska 99513. Located on the 4th floor of federal building. Phone 271-5638.

Memorandum of Agreement

AFN-LMA/DOTPF Policy Guidelines on Airport Conveyances

The Alaska Federation of Natives Land Managers Association (AFN-LMA) and the Alaska Department of Transportation and Public Facilities (DOT/PF) agree to the following guidelines concerning the implementation of Section 14(c)(4) of Alaska Native Claims Settlement Act (ANCSA).

1. It is understood that each village corporation and municipality is a separate entity and that the AFN-LMA cannot make any commitments on behalf of any village corporation or municipality. Likewise, these are guidelines for DOT/PF and the parties understand that in individual cases the factual situations will vary. In addition, the signatories for the State do not act for nor bind the State as trustee for future municipalities in any way. These guidelines are recommended by AFN-LMA and DOT/PF as a starting point for 14(c)(4) negotiations between the village corporations and DOT/PF.
2. The surface estate land conveyance required by Section 14(c)(4) of ANCSA applies to each airport as it existed on December 18, 1971. DOT/PF will not acquire additional property interests that may be required for present or future airport operations by means of a 14(c)(4) conveyance.
3. Additional lands required for present or future airport operations may be obtained by DOT/PF by lease from the local municipality or the state-in-trust for future municipality or other normal methods of acquisitions.
4. DOT/PF and AFN-LMA have developed four standard templates for airport size which are to be used by the involved parties as a starting point and guideline for negotiations concerning the land requirements for airports. (Attached as Exhibit A.)
5. DOT/PF will relinquish any property interests in excess of its present or anticipated future needs which it may claim under 14(c)(4) at an airport. (Subject to FAA consent, if required.)
6. It is DOT/PF's objective to cooperate with local municipalities for the future management and operation of the local airport.
7. DOT/PF will confer with the local municipality or village government as well as the village corporation so that all parties know which lands are necessary for current or future airport operations.
8. In lieu of a direct conveyance from village corporations under 14(c)(4), DOT/PF is willing to accept title to the same land from municipalities or the State-in-trust with a reversionary clause, so that title would revert to the municipality or future municipality in the event the lands are not used for airport purposes or the municipality later becomes the airport operator. DOT/PF and the municipality or the State-in-trust may instead negotiate a mutually satisfactory, long-term lease for the same property. This lease may include other lands needed for present or future airport purposes.

9. AFN-LMA and DOT/PF agree that airports in rural communities significantly impact the citizens and that prompt implementation of a rural airport improvements program is in the best interest of the people of the State of Alaska.

(s)

Robert B. Ward, Commissioner
Department of Transportation and
Public Facilities

February 12, 1981

(s)

Wilson L. Condon
Attorney General

January 27, 1981

(s)

Frank Ferguson, President
Alaska Federation of Natives

March 11, 1981

(s)

Dan Alex, Chairman
Alaska Federation of Natives, Land
Managers Association

February 25, 1981

ANCSA 14(c)(4) Options Outline

Option 1:

- a) Village Corporation negotiates with DOT/PF and reconveys the appropriate airport acreage to the State under ANCSA 14(c)(4). DOT/PF will own in whole or part and operate the airport. Village corporation consults with DOT/PF and reconveys the remainder or post 1971 airport property to the local government under 14(c)(3) on the condition that such property is leased to DOT/PF to operate the airport.
- b) The local government and DOT/PF would forge a cooperative management agreement for future planning and management of airport properties.
- c) DOT/PF will acquire additional lands as needed by purchase from the corporation or a long term lease from the local government.

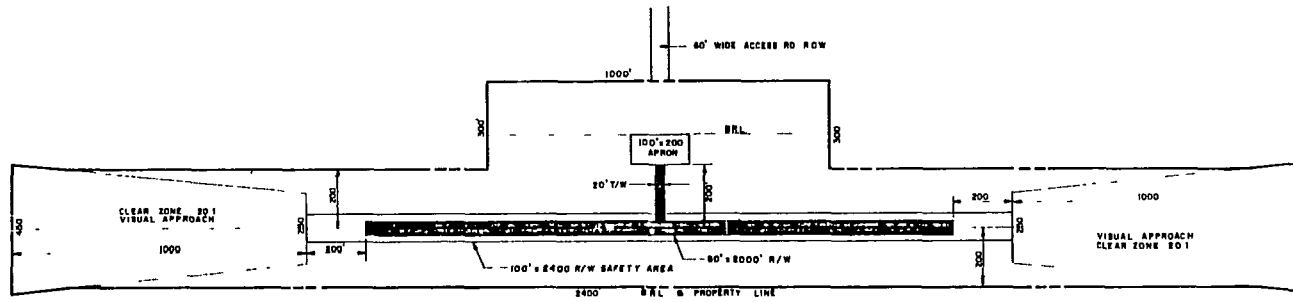
Option 2:

- a) Village Corporation consults with DOT/PF and reconveys the entire airport acreage to the local government body under ANCSA 14(c)(3) and 14(c)(4). The local city or "future city" will then convey at zero or nominal charge such acreage to the State. Such conveyance would include a reversionary clause stating that whenever any airport property ceases to be used for airport purposes ownership of that property would revert to the local government. DOT/PF would operate and own the airport subject to the reversionary clause.
- b. Same as 1(b) above.
- c. Same as 1(c) above.

Option 3:

- a) Village Corporation consults with DOT/PF and reconveys the entire airport acreage to the local government body under ANCSA 14(c)(4) and 14(c)(3).
- b) The local city or "future city" will negotiate a long term lease with DOT/PF to manage the airport property complete with cooperative management provisions. The local government would own the property and the State would operate the facility under the protections of the lease.
- c. Same as 1(c) above.

TYPICAL STOL AIRPORT



NOTES

- | | | |
|---|---------------------------|--|
| 1 | PURPOSE: | SERVES PRIMARILY AS A RECREATIONAL OR EMERGENCY STRIP
NOT THE PRIMARY MEANS OF ACCESS TO A COMMUNITY |
| 2 | AIRCRAFT TYPES | ACCOMMODATES SINGLE ENGINE AND STOL AIRCRAFT |
| 3 | WEATHER MINIMUMS | VISUAL APPROACHES |
| 4 | FAA DESIGN STANDARD | "BASIC UTILITY (1)" - SEE FAA ADVISORY CIRCULAR NO. 150/5300-4B |
| 5 | MINIMUM LAND REQUIREMENTS | LANDING AREA - 73 ACRES, APPROACH AREA - 21 ACRES, BUILDING AREA - 8 ACRES, TOTAL - 52 ACRES THE ACTUAL BUILDING AREA SIZE AND CONFIGURATION WILL VARY DEPENDING ON COMMUNITY NEEDS AND TOPOGRAPHY |

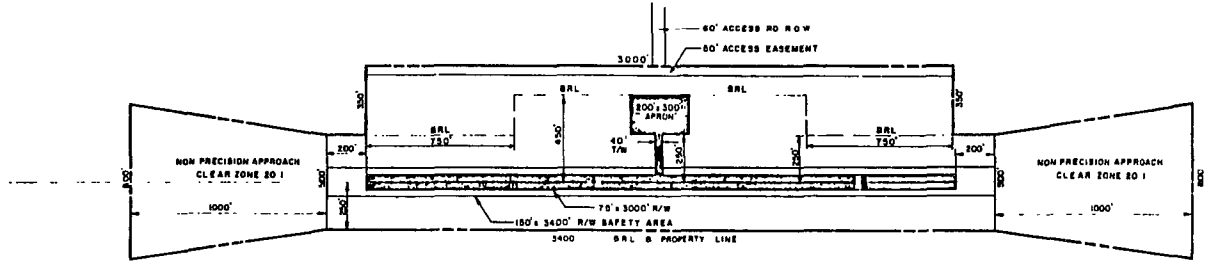


STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

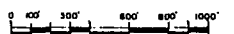
TYPICAL STOL AIRPORT

APPROVED BY: *[Signature]*
TITLE: *[Signature]*
DATE: 11/12/1982

TYPICAL SECONDARY AIRPORT



- NOTES
- 1 PURPOSE: PRIMARY MEANS OF ACCESS TO A RURAL COMMUNITY. NOT A HUB AIRPORT FOR OTHER COMMUNITIES. MAY ALSO BE MAJOR RECREATIONAL AIRSTRIP.
 - 2 AIRCRAFT TYPES: LIGHT TWINS AND SMALLER.
 - 3 WEATHER MINIMUMS: NON-PRECISION INSTRUMENT.
 - 4 FAA DESIGN STANDARD: "GENERAL UTILITY" - SEE FAA ADVISORY CIRCULAR NO. 130/5305-4B.
 - 5 MINIMUM LAND REQUIREMENTS: LANDING AREA - 39 ACRES, APPROACH AREA - 10 ACRES, BUILDING AREA 24 ACRES, TOTAL - 83 ACRES. THE ACTUAL BUILDING AREA SIZE AND CONFIGURATION WILL VARY DEPENDING ON COMMUNITY NEEDS AND TOPOGRAPHY.

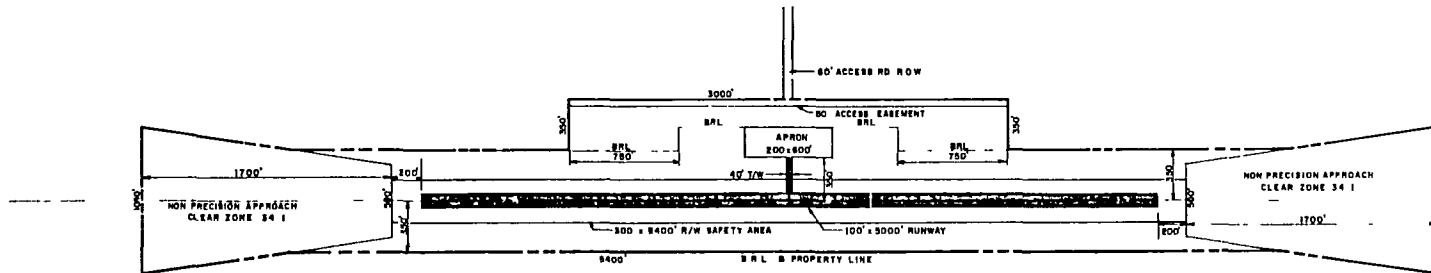


STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC FACILITIES

TYPICAL SECONDARY AIRPORT

APPROVED BY: *[Signature]*
 TITLE: *[Signature]*
 DATE: *[Signature]*

TYPICAL TRANSPORT AIRPORT



NOTES:

- | | | |
|---|---------------------------|--|
| 1 | PURPOSE | PRIMARY MEANS OF ACCESS TO A MEDIUM SIZED RURAL COMMUNITY MAY SERVE AS A SMALL HUB AIRPORT FOR NEARBY COMMUNITIES |
| 2 | AIRCRAFT TYPES | MULTI ENGINE PISTON |
| 3 | FAA DESIGN STANDARD | "NON-PRECISION GENERAL TRANSPORT" - SEE FAA ADVISORY CIRCULAR NO. 150/5300 B |
| 4 | CROSSWIND RUNWAY | AIRPORT PROBABLY WILL INCLUDE A X-WIND RUNWAY BUILT TO SECONDARY STANDARDS |
| 5 | MINIMUM LAND REQUIREMENTS | LANDING AREA - 87 ACRES, APPROACH AREA - 82 ACRES, BUILDING AREA - 24 ACRES, TOTAL - 173 ACRES THE ACTUAL BUILDING AREA SIZE AND CONFIGURATION WILL VARY DEPENDING ON COMMUNITY NEEDS AND TOPOGRAPHY |



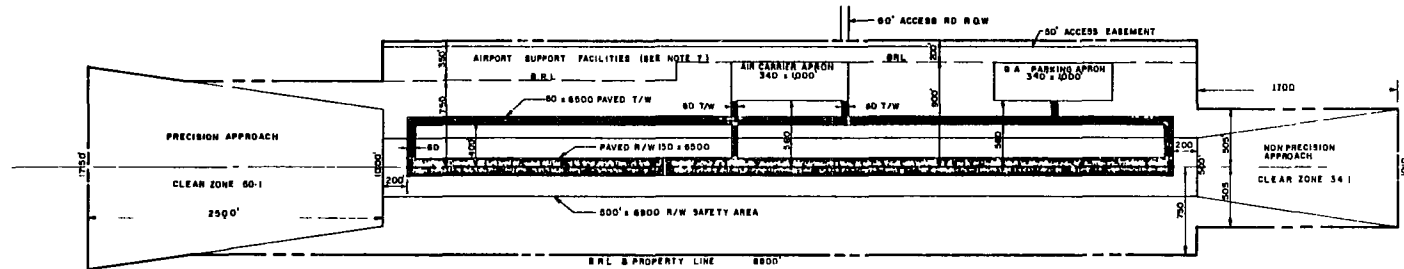
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

TYPICAL TRANSPORT AIRPORT

APPROVED BY: *[Signature]*
TITLE: *[Signature]*
DATE: *June 24, 1961*

TYPICAL TRUNK AIRPORT

240



NOTES

- | | | |
|---|----------------------------------|--|
| 1 | PURPOSE: | PRIMARY MEANS OF ACCESS TO A LARGE RURAL COMMUNITY
ALSO SERVES AS A HUB AIRPORT FOR NEARBY SMALLER COMMUNITIES |
| 2 | AIRCRAFT TYPES | JETS UP TO B727 SIZE AND SMALLER AIRCRAFT |
| 3 | WEATHER MINIMUMS | PRECISION INSTRUMENT APPROACH |
| 4 | FAA DESIGN STANDARD | "AIR CARRIER - OVER 4700 FEET" - SEE FAA ADVISORY CIRCULAR
NO 150/6336 1A |
| 5 | LOCAL CONDITIONS: | ACTUAL LAYOUT WILL VARY DEPENDING ON LOCAL CONDITIONS |
| 6 | CROSSWIND RUNWAY: | AIRPORT PROBABLY WILL INCLUDE A X WIND RUNWAY BUILT TO
TRANSPORT STANDARDS |
| 7 | MINIMUM LAND REQUIREMENTS | LANDING AREA 738 ACRES APPROACH AREA 128 ACRES BUILDING
AREA 55 ACRES, TOTAL 439 ACRES THE ACTUAL BUILDING AREA
SIZE AND CONFIGURATION WILL VARY DEPENDING ON COMMUNITY NEEDS
AND TOPOGRAPHY AND IN ORDER TO ACCOMMODATE THE USES
PRESCRIBED IN 47 AAC 4320 (a)(1) |



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

TYPICAL TRUNK AIRPORT

APPROVED BY: *[Signature]*
TITLE: *[Signature]*
DATE: *11/30*



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Alaska State Office
701 C Street, Box 13
Anchorage, Alaska 99513

IN REPLY REFER TO

9666 (923)

October 16, 1987

Amended
Policy Statement
for
Preparation and Processing of the Map of Boundaries under 14(c) ANCSA

The purpose of this policy statement is to provide guidelines for the preparation of the Map of Boundaries as required by 43 CFR 2650 5-4. The submission of a uniform Map of Boundaries will enable the Bureau of Land Management's (BLM) Division of Cadastral Survey to execute an efficient survey program for the 14(c) lands which will meet the applicants' requirements in a more timely manner.

The Map of Boundaries should be submitted in total. Recognizing that some potential 14(c) tracts may be encumbered by a question of title at the time the map is submitted, the submission should provide for survey of such areas. This avoids the need for a new survey after any title dispute is resolved.

1. The map is intended to include all 14(c) tracts which are to be surveyed. The map should be prepared on an enlargement of the best and latest aerial photography available or on a reproducible media such as a mylar or acetate photo overlay at the same scale. A scale of 1 inch = 50 feet or 1 inch = 100 feet is best for 14(c) (1) AND (2) lots in a crowded village situation, but 1 inch = 200 feet or larger is usually adequate for 14(c) (3) grants or outlying subsistence tracts. In some cases BLM's Branch of Photogrammetry may have the best photography available; in other cases the photography may have to be purchased from another government agency or a private aerial photo contractor. In either case, BLM is usually able to refer one to the best available source for aerial photographs. If the available photographs do not encompass all the tracts involved, a supplemental sheet of the same scale as the photo may be added to cover the immediate surrounding area. Delineated thereon will be the majority of:
 - a. Tracts occupied as a primary place of residence - 14(c) (1).
 - b. Tracts occupied as a primary place of business - 14(c) (1).
 - c. Tracts occupied by nonprofit organizations - 14(c) (2).
 - d. Tracts utilized for airport sites, airway beacons, and other navigation aids - 14(c) (4).
 - e. The boundaries of municipal lands which are in the vicinity of occupied lots or in the improved area of the village - 14(c) (3).

2. The tracts which cannot feasibly be shown on the photo because of their remote locations from the village proper can be shown on U.S. Geological Survey (USGS) quadrangle (1:63,360) maps. Any outlying tract locations will be shown on the USGS quadrangle maps by reference number.

Any enlarged drawing and written description for each individual tract or group of tracts will be shown on a separate sheet. These supplemental drawings will include the scale, date, north arrow, topographic features (lakes, rivers, swamps, ridges, etc.) how corners are marked, approximate bearings and distances of boundary lines, applicant's name, and their reference number corresponding to the site location as shown on the USGS quadrangle maps. Attachments A-1 through A-7 show examples of the foregoing requirement.

14(c) tracts shown on the USGS quadrangle map will generally include:

- a. Subsistence campsites and headquarters for reindeer husbandry sites - 14(c) (1).
 - b. That portion of the municipal lands not included in the village photo - 14(c) (3).
 - c. Any other tracts identified under Section 14(c) not included in the village photo.
3. In accordance with 43 CFR 2650.5-4, the BLM will survey all lands qualified as ANCSA 14(c) reconveyances, e.g., land occupied as of December 18, 1971, and land identified for community use and expansion, and airports. For the convenience of the village corporations and the surveyors, the Map of Boundaries may include vacant lots, lots occupied after December 18, 1971, and other non-14(c) lots. Non-14(c) lots must be clearly identified as such and will not be surveyed by BLM.
 4. BLM's rules and regulations state that the boundaries of all Section 14(c) reconveyances shall be identified (staked or marked) on the ground, as well as shown on the Map of Boundaries. The location of the individual corners should be marked on the ground with durable materials to eliminate the possibility of boundary conflicts with adjacent tracts and to assure the actual location of the tract. Each tract should also be identified as to location by one of the following means:
 - a. A tie to an existing survey monument of record.
 - b. Natural features.
 - c. Occupancy (ties to improvements thereon).
 - d. A tie to an adjacent (located) 14(c) tract.
 - e. Written description such as aliquot parts of a section or a metes and bounds description.

5. Roads, trails, and street centerlines, either planned or to be modified (realigned), will be staked or marked on the ground.
6. It is essential that conflicts among potential transferees identified in Section 14(c) of the Act or between transferees and village corporations be resolved before submission of the Map of Boundaries. Alaska National Interest Lands Conservation Act (ANILCA), Section 902(b) provides a one (1) year "Statute of Limitations" for such actions that may require judicial review. (See Appendix)
7. Any Map of Boundaries will have a title block wherein the name of the municipality (village) will be identified together with the village corporation. Also shown within the title block will be a certification statement "To the best of our knowledge, all conflicts concerning property lines shown on this Map of Boundaries have been resolved." In addition to this, the Map of Boundaries will contain the certification, "This Map of Boundaries represents the final discharge of all the Corporation's obligations under ANCSA 14(c)."

The Map of Boundaries will be accompanied by a corporate resolution authorizing the Map of Boundaries and designating the corporate officer to sign and submit the map.

Separate signature lines shall be included to state the Map of Boundaries has been reviewed and accepted by BLM and another to show it has been approved.

8. Upon receipt of a Map of Boundaries from the Village Corporation, BLM will examine and review this map for completeness and to see if the map and instructions are complete enough so that a survey is physically possible. This review and examination should be completed within 30 calendar days and the Map of Boundaries will either be accepted by BLM or returned to the village for additional information.
9. Upon acceptance of the Map of Boundaries, BLM will notify the village corporation and circulate or post such notifications for village residents. The one year statute of limitations identified in Section 902(b) of ANILCA will begin with the filing date of the Map of Boundaries, which is the date BLM accepts this Map of Boundaries.
10. A village corporation which has no 14(c) obligations should submit a letter to the BLM certifying that fact. This letter will serve as a "Final Map of Boundaries", and should be signed by the appropriate designated corporate officer and accompanied by a corporate resolution authorizing the submission. The date of the receipt of this letter will be considered the Date of Filing, which will formally start the one year statute of limitations. Upon receipt of such a letter BLM will publish this information.

11. Some villages may elect to hire a private surveyor to survey all or a portion of their land for reconveyance purposes. In such cases, the village must pay the entire cost of such contract survey with no present or future reimbursement by the BLM's 14(c) survey program.

The BLM strongly recommends that any village electing to utilize this option to expedite their reconveyances, submit a Map of Boundaries or Partial Map of Boundaries to the BLM so that a filing date can be established according to the same procedure outlined in Item No. 9.

The only certain method by which a village corporation can receive protection under ANILCA 902(b) is to file such a map of boundaries.


12. Survey of the 14(c) parcels will not be scheduled until the Final Map of Boundaries has been received and approved by BLM.

BLM will not normally approve a map of boundaries until after the one year statute of limitations expires. However, when funding is available, BLM will approve a map of boundaries earlier and proceed to survey if a village corporation is willing to sign a waiver stating that it will bear the responsibility for any additional survey required because of post-approval changes or amendments. This would include the entire cost of the additional surveying and/or platting and would require the services of a private surveyor.

13. Any changes or amendments to the final map of boundaries, after it has been submitted to the BLM and accepted, but not surveyed, will be handled as follows:

Changes or amendments which clarify or alter a description on the approved map of boundaries will be incorporated into the plan of survey by the BLM prior to the actual field survey. These changes or amendments will be submitted as amended maps of boundaries and will not require any posting of Public Notice by the BLM or any changes in the one year statute of limitations, unless the affected parties do not agree with the changes.

If any parties whose rights are affected by the changes or alterations do not consent to them, then a new statute of limitations period begins to run. This new limitations period runs for only those changes to which the affected parties did not consent. It begins with the date of filing of the amended map of boundaries. The village corporation shall be responsible for notifying the parties affected by any amendment to a map of boundaries. If any affected parties cannot be personally notified, the corporation shall be responsible for posting and publishing notice of the proposed changes.


Francis D. Eickbush
Deputy State Director
for Cadastral Survey

DEFINITION OF TERMS

Map of Boundaries: The initial map submitted by village corporations to the BLM describing boundaries of tracts to be reconveyed pursuant to ANCSA Section 14(c).

Date of Filing: The date BLM accepts the map of boundaries. This filing commences the one-year statute of limitations contained in ANILCA Section 902(b).

Date of Acceptance: The date the BLM accepts a Map of Boundaries as complying with the requirements of the Policy Statement. The date of acceptance is the date of filing for ANILCA Section 902(b) statute of limitations purposes.

Date of Public Notice: The date upon which BLM gives public notice that a map of boundaries has been filed and that the ANILCA Section 902(b) statute of limitations is running.

Partial Map of Boundaries: A map of boundaries for a partial reconveyance of ANCSA Section 14(c) tracts.

Final Map of Boundaries: A map of boundaries submitted by a village corporation that contains all known obligations to reconvey land pursuant to ANCSA Section 14(c).

Date of Approval: The date that BLM approves the final map of boundaries.

Plan of Survey: The approved final map of boundaries becomes the plan of survey used to survey the ANCSA Section 14(c) reconveyances.

Amended Map of Boundaries: A map of boundaries that amends the boundaries contained in a previously submitted and accepted map of boundaries.

ANCSA - December 18, 1971

ANILCA - December 2, 1980

14(c) Each patent issued pursuant to subsections (a) and (b) shall be subject to the requirements of this subsection. Upon receipt of a patent or patents:

(1) the Village Corporation shall first convey to any Native or non-Native occupant, without consideration, title to the surface estate in the tract occupied as of December 18, 1971 (except that occupancy of tracts located in the Pribilof Islands shall be determined as of the date of initial conveyance of such tracts to the appropriate Village Corporation) as a primary place of residence, or as a primary place of business, or as a subsistence campsite, or as headquarters for reindeer husbandry;

(2) the Village Corporation shall then convey to the occupant, either without consideration or upon payment of an amount not in excess of fair market value, determined as of the date of initial occupancy and without regard to any improvements thereon, title to the surface estate in any tract occupied, as of December 18, 1971, by a nonprofit organization;

(3) the Village Corporation shall then convey to any Municipal Corporation in the Native village or to the State in trust for any Municipal Corporation established in the Native village in the future, title to the remaining surface estate of the improved land on which the Native village is located and as much additional land as is necessary for community expansion, and appropriate rights-of-way for public use, and other foreseeable community needs: (Provided), That the amount of lands to be transferred to the Municipal Corporation or in trust shall be no less than 1,280 acres unless the Village Corporation and the Municipal Corporation of the State In Trust can agree in writing on an amount which is less than one thousand two hundred and eighty acres: (Provided further), That any net revenues derived from the sale of surface resources harvested or extracted from lands reconveyed pursuant to this subsection shall be paid to the Village Corporation by the Municipal Corporation or the State In Trust: (Provided, however), That the word "sale," as used in the preceding sentence, shall not include the utilization of surface resources for governmental purposes by the Municipal Corporation or the State In Trust, nor shall it include the issuance of free use permits or other authorization for such purposes;

(4) the Village Corporation shall convey to the Federal Government, State, or to the appropriate Municipal Corporation, title to the surface estate for airport sites, airway beacons, and other navigation aids as such existed on December 18, 1971, together with such additional acreage and/or easements as are necessary to provide related governmental services and to insure safe approaches to airport runways as such airport sites, runways, and other facilities existed as of December 18, 1971.

APPENDIX

ANILCA Sec. 902 (b)

Decisions made by a Village Corporation to reconvey land under section 14(c) of the Alaska Native Claims Settlement Act shall not be subject to judicial review unless such action is initiated before a court of competent jurisdiction within one year after the date of the filing of the map of boundaries as provided for in regulations promulgated by the Secretary.

KOJAVEBUE SOUND



14 (G) (1) HARRY KARNUM ALFRED KARNUM

14 (G) (2) THELMA R. GREGG

14 (G) (3) RUTH M. MOYO

14 (G) (2) FRIENDS CHURCH

MEAN HIGH-WATER LINE MEASUREMENT (TYPICAL)

14 (G) (3) CITY

14 (G) (3) CITY

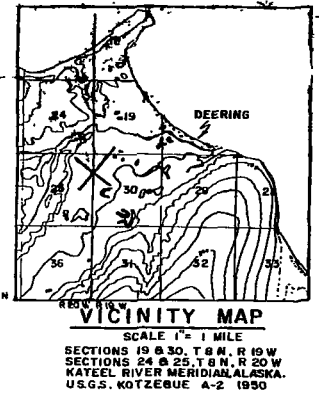
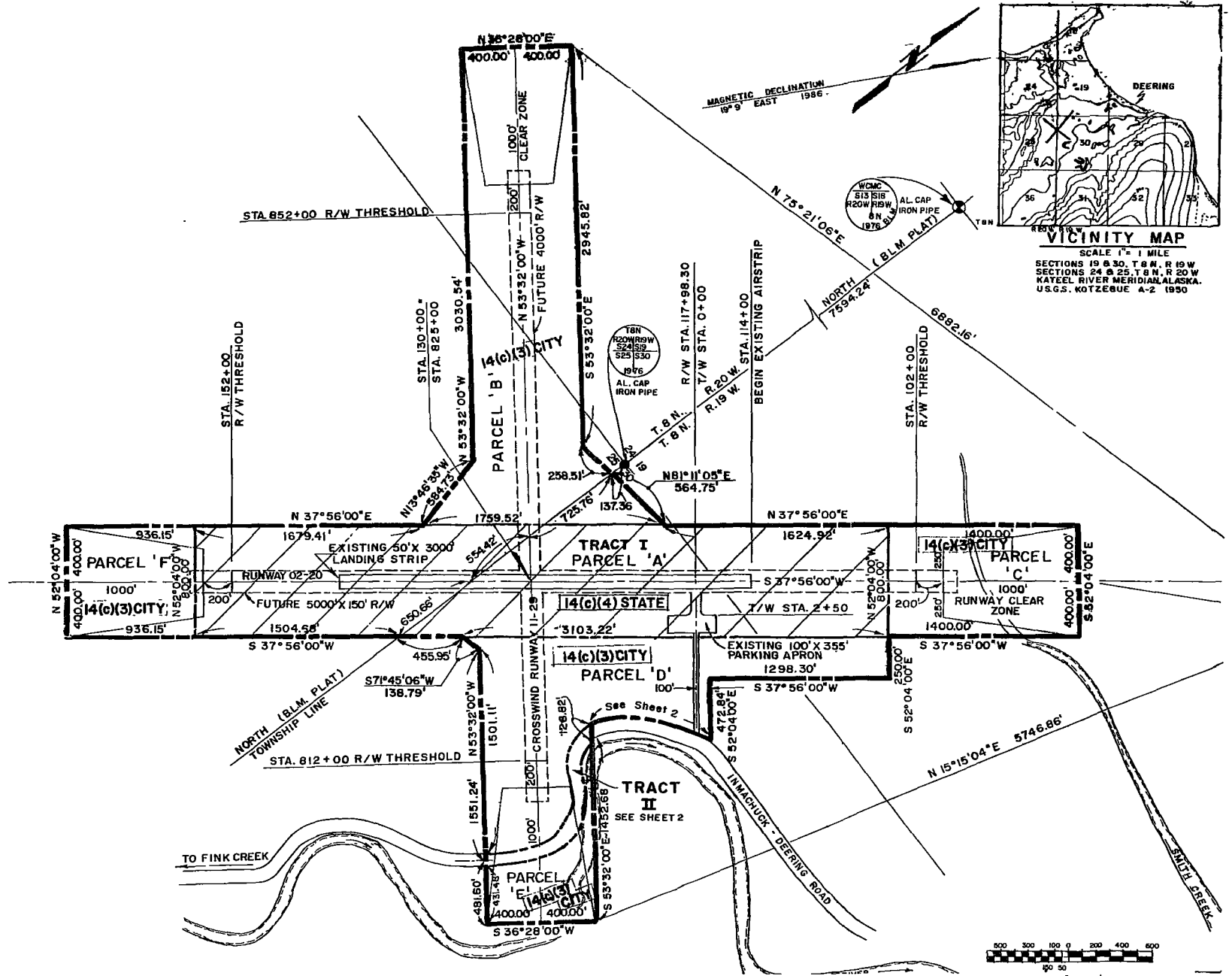
14 (G) (3) CITY

14 (G) (3) CITY

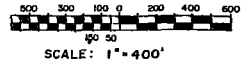
Smith Creek

14 (G) (1) HARRY KARNUM ALFRED KARNUM

Portion of the map of boundaries for townships 10 North and 11 North, ranges 16 East and 17 East, T10N R16E and T11N R17E, by BLM.



A portion of the Deering map of boundaries showing the 14(c)(4) reconveyance for the airport as it existed in 1971 and the 14(c)(3) reconveyances for future airport expansion. This map of boundaries has been accepted by BLM.



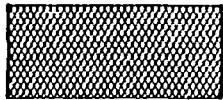
ANCSA 14 (c)

KOLIGANEK MAP OF BOUNDARIES

LEGEND



ANCSA 14(c)(1)



ANCSA 14(c)(2)



ANCSA 14(c)(3)



ANCSA 14(c)(4)

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This Map of Boundaries depicts all tracts of land to be conveyed under Section 14(c) of the Alaska Native Claims Settlement Act (85 Stat. 688) and represents the complete fulfillment of the Koliganek Natives Ltd's obligations under Section 14(c) of ANCSA.

The boundaries of the 14(c) tracts shown hereon are approved by Koliganek Natives Ltd. No conflicts between claimants are known to exist.

This Map of Boundaries is accepted and is hereby filed with BLM under Section 902(b) of the Alaska National Interest Lands Conservation Act (94 Stat. 2371).

Name	Title	Date

Deputy State Director for Cadastral Survey,	Date

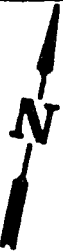
The boundaries of the 14(c)(3) tracts shown hereon are approved by the State of Alaska in trust for the future city of Koliganek.

This Map of Boundaries is hereby approved as the 14(c) Plan of Survey under Section 902(b) of ANILCA.

Name	Title	Date

Deputy State Director for Cadastral Survey,	Date

NOTE: This map has been prepared from uncontrolled aerial photographs. Scale is approximate and minor distortion may exist.



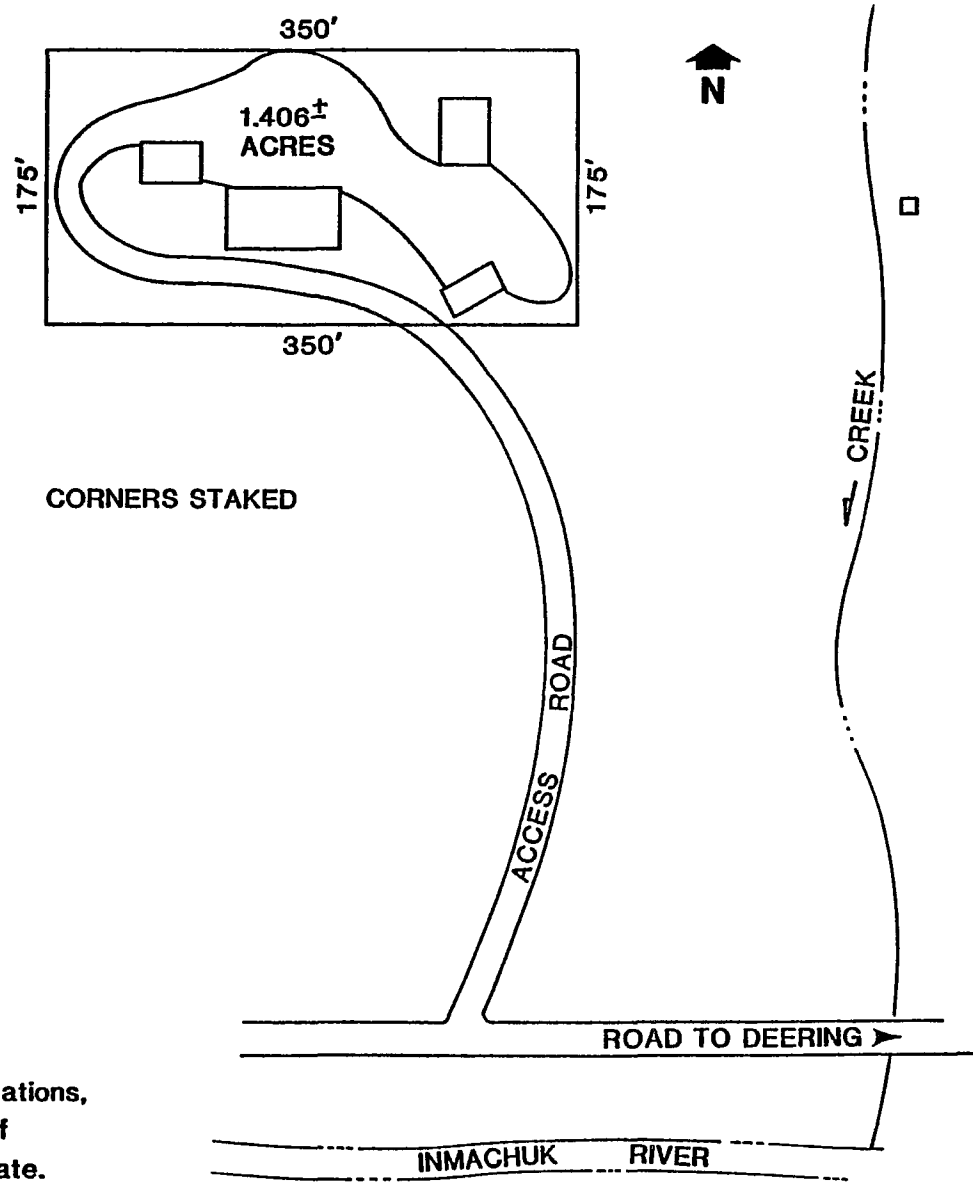
APPROXIMATE SCALE: 1" = 100'

DATE OF PHOTOGRAPHY:
8 / 14 / 74

SHEET 1 OF 2

Sample map of boundaries title block, prepared by the MLT Progrma for a trust village. For an incorporated village, the State of Alaska in Trust approval language would be changed to: "The boundaries of the 14(c)(3) tracts shown hereon are approved by the City of _____."

250



NOTES:

Scale (approx.) 1"=100'

Scale, building and road locations, proportions and locations of physical features approximate.

**HOOGENDORN 14(c)(1) CLAIM
IN SEC. 32, T6N, R21W, KRM**

SHEET 6 OF 6

A portion of an accepted map of boundaries showing one way to depict a remote 14(c)(1) claim.

ANCSA SECTION 14(c)(1) & (2) COURT CASES

The following pages summarize various cases arising out of challenges to the proper application of the reconveyance provisions of ANCSA Section 14(c)(1) and 14(c)(2). They include those cases which have been settled and those still pending in State Court and Alaska Federal District Court or the Alaska Supreme Court.

14(c)(1) CASES BEING HANDLED BY DAVID WOLF
OF THE LAW FIRM OF COPELAND, LANDYE, BENNETT AND WOLF
420 L STREET, SUITE 302, ANCHORAGE, ALASKA 99501 (276-5152)
ON BEHALF OF THE VILLAGE CORPORATION INVOLVED
IN EACH CASE

1. United States of America v. Joseph F. Donnelly, Case No. A75-27, United States District Court for the District of Alaska.

Therese U. Donnelly, Personal Representative of the Estate of Joseph F. Donnelly, deceased, v. United States of America; Secretary of the Interior; Director, Bureau of Land Management and Eklutna, Inc., and James W. Lee v. United States of America; Secretary of the Interior; Director, Bureau of Land Management; Eklutna, Inc.; Cook Inlet Region, Inc., No. 86-4428, United States Court of Appeals for the Ninth Circuit.

Donnelly sued the United States, Eklutna, and Cook Inlet Region claiming that he was entitled to land as a homestead. His homestead application had been denied by the Department of Interior prior to the passage of the Alaska Native Claims Settlement Act. Donnelly claimed that the denial was improper. The U.S. District Court ruled that Mr. Donnelly could not sue the United States for his homestead claim because he had waited too long to bring the case. Mr. Donnelly appealed that decision and the Ninth Circuit Court of Appeals upheld the District Court decision and dismissed Mr. Donnelly's homestead claims.

Mr. Donnelly also claimed that he was entitled to the land as a primary place of residence under § 14(c)(1) of the Alaska Native Claims Settlement Act. The U.S. District Court held that trespassers and failed homesteaders did not have rights under § 14(c)(1) even if they were physically on the land on December 18, 1971. The U.S. District Court also held that Mr. Donnelly was a trespasser and therefore he did not have any rights under §

14(c)(1). Mr. Donnelly appealed this decision to the Ninth Circuit Court of Appeals. The Ninth Circuit Court of Appeals agreed with the U.S. District Court that trespassers and failed homesteaders do not have rights under § 14(c)(1). However, the Ninth Circuit Court of Appeals also held that Mr. Donnelly did not have any right to bring his claim against Eklutna, Inc. for lands as a primary place of residence under § 14(c)(1) when his claim involved his failed homestead without also suing the United States. Since Mr. Donnelly had not sued the United States within twelve years of knowing of his claim, he had no right to sue the United States. Therefore, since Mr. Donnelly could not include the United States in his suit against Eklutna, he could not sue Eklutna. As a result, the Ninth Circuit Court of Appeals said that Mr. Donnelly had no right to bring a 14(c)(1) claim, and the court did not have to decide whether, in fact, Mr. Donnelly was a trespasser. This ruling has created some confusion as to whether or not the federal court will have jurisdiction over some 14(c) claims. Eklutna has a counterclaim pending against Mr. Donnelly asking the court to order Mr. Donnelly to get off the land. The next stage in this case is for Eklutna to ask the court for an order to order Mr. Donnelly to get off the land and to pay damages for having been on the land since December 18, 1971. The court will then have to decide whether or not it has the jurisdiction to enter such an order. If the U.S. District Court decides it does not have jurisdiction to enter such an order, then that decision will have

to be appealed to the Ninth Circuit Court of Appeals. If on the other hand the U.S. District Court decides it has jurisdiction to enter such an order, then it will probably proceed to order Mr. Donnelly to get off the land and Mr. Donnelly would most probably appeal to the Ninth Circuit Court of Appeals.

2. Carmel J. McIntyre v. United States of America; Cecil D. Andrus, Secretary of the Interior, in his official capacity; Frank Gregg, Director, Bureau of Land Management, in his official capacity; Curtis V. McVee, Alaska State Director, Bureau of Land Management; Alaska Native Claims Appeal Board, United States Department of the Interior; Eklutna, Inc.; and Cook Inlet Region, Inc., Case No. A79-391 Civil, United States District Court for the District of Alaska.

Carmel J. McIntyre v. United States of America; Cecil D. Andrus, Secretary of the Interior, in his official capacity; Frank Gregg, Director, Bureau of Land Management, in his official capacity; Curtis V. McVee, Alaska State Director, Bureau of Land Management; Alaska Native Claims Appeal Board, United States Department of the Interior; Eklutna, Inc.; and Cook Inlet Region, Inc., No. 85-3861, United States Court of Appeals for the Ninth Circuit.

Mr. McIntyre sued the United States and Eklutna, Inc. claiming land as a homestead. The U.S. District Court ruled that it did not have jurisdiction to consider Mr. McIntyre's homestead claim since Mr. McIntyre had waited too long to bring the claim. Mr. McIntyre appealed that decision to the Ninth Circuit Court of Appeals. The Ninth Circuit agreed with the U.S. District Court. The case is now pending in the U.S. District Court on Eklutna, Inc.'s counterclaim that the court should grant Eklutna an order ordering Mr. McIntyre to get off the land. Mr. McIntyre is defending on the basis that he has a right to receive the land under 14(c)(1) of the Alaska

Native Claims Settlement Act. The court is considering whether or not it has jurisdiction to proceed with this case in light of the recent Ninth Circuit Court decision in the Donnelly case. In the Donnelly case the Ninth Circuit Court held that the federal courts did not have jurisdiction to consider 14(c)(1) claims against Native Corporations which are based on a failed homestead unless the United States is joined as a party. In the McIntyre case the United States cannot be joined since more than twelve years have gone by since Mr. McIntyre knew of his claim. Eklutna, Inc. has filed a memorandum with the court contending that the court has jurisdiction to hear Eklutna, Inc.'s request for an order ordering Mr. McIntyre to get off the land. The court has the matter under consideration.

3. DeWitt Fields v. Ouzinkie Native Corporation, Case No. A85-606 Civil, United States District Court for the District of Alaska.

Mr. Fields is claiming that he is entitled to land as a primary place of business. This case has not progressed to any decisions yet. One issue is whether the land involved was covered by a grazing permit. A person holding a permit does not have rights under § 14(c) of the Alaska Native Claims Settlement Act, but only the rights he was granted under his permit.

A second issue is whether or not Mr. Fields was a failed homesteader. A third issue is whether or not the activities Mr. Fields conducted on the land constituted a business.

4. Twin Hills Native Corporation v. Togiak Fisheries, Inc.,
Case No. A86-062 Civil, United States District Court for
the State of Alaska.

In this case Twin Hills Native Corporation is seeking an order ordering that Togiak Fisheries stop using some land adjacent to the patented land owned by Togiak Fisheries, Inc. This case has not progressed very far and all of the issues have not yet been identified. Togiak Fisheries is claiming that its use of lands next to its fish plant are being used as a primary place of business under § 14(c)(1).

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA

BRUCE CROW and LUCY CROW v. BETHEL NATIVE CORPORATION, No. A83-400 CI

FACTS:

Lucy Crow, a Native and a shareholder of Bethel Native Corporation, and her non-Native husband, Bruce Crow, claim approximately 80 acres of land, off Airport Road in Bethel, under ANCSA Sec. 14(c)(1). The Crows' residence is not situated on this tract of land claimed, but on property to which they hold title (approximately five acres) adjacent to the property claimed. The five-acre parcel that the Crows now own was sold to them by the United States government, pursuant to an application that they filed under the Trade and Manufacturing Site Public Land laws (now repealed). Their application also requested the land now claimed under 14(c)(1). This part of their application was rejected by the government. The Crows did not appeal that decision of the government, but when ANCSA was passed, they filed an appeal with the Alaska Native Claims Appeal Board in an attempt to stop interim conveyance of this property to Bethel Native Corporation. The case was dismissed, by agreement of the parties. The Crows then presented a claim for the property, under 14(c)(1), to Bethel Native Corporation. The Board, pursuant to Bethel Native Corporation's Sec. 14(c) policy, rejected the claim for the full 80 acres, but in an attempt to settle the matter, offered to convey a lesser amount of land. That offer was refused by the Crows and the Crows filed suit in The United States District Court for the District of Alaska, at Anchorage. The case was filed on July 29, 1983, and has been going on all these years since. Numerous legal issues have been raised, and many pleadings have been filed in the federal court. The case number is listed above for anyone interested in pursuing the briefing that has been done to date. Judge Fitzgerald, with regard to a recently filed motion, solicited amicus briefs from the United States government, Togiak Fisheries, and Twin Hills Native Corporation. Amicus briefs were filed by the government, Togiak, and Eklutna Inc. A few of the issues raised by this case are outlined below.

ISSUES:

Is ANCSA Section 14(c)(1), as drafted, unconstitutional? Is it an invalid grant of legislative or judicial power to a private party? Is 14(c)(1) so vague as to be unconstitutional (as the result of a lack of definitions for the pertinent words and phrases in it)? What is the government's role in a 14(c)(1) dispute, if any? This issue becomes very pertinent as a result of the Ninth Circuit Court of Appeals decision in Lee and Donnelly, 841 F.2d 968 (9th Cir. 1988), which, under a broad reading, holds that the United States government is an indispensable party in any 14(c)(1) litigation. The most recent activity in the Crow case centers around this Ninth Circuit opinion and the role of the United States government in 14(c)(1) matters.

In an earlier motion filed by Bethel Native Corporation, the constitutionality question was raised, as well as the question with regard to what place Bethel Native Corporation's 14(c)(1) policies and procedures (carefully and thoughtfully designed by Bethel Native Corporation at fair cost to the Corporation) have in relation to 14(c)(1) litigation. Should the court examine those policies and procedures to determine whether they are consistent with the spirit and purpose of ANCSA? If so, is judicial review limited to whether the Corporation followed that procedure in this case or, in the alternative, is the statute unconstitutional? If Bethel Native Corporation's policies and procedures are ignored in litigation over 14(c) claims, and if the court reviews merely the facts and provides definitions for the terms under ANCSA, what do the statutory terms mean? In particular, terms such as "occupant," "tract," "primary place of business," and "primary place of residence" are critical. Additionally, does the use of property prior to and after December 18, 1971, make a difference?

Other issues are whether or not the government must make up lands conveyed under 14(c)(1) from additional government lands, or whether lands conveyed by the corporation under 14(c)(1) are counted in a corporation's acreage entitlement; and whether the withdrawal of federal lands prior to the passage of ANCSA will defeat a 14(c) claim.

Hakala and Kitchen vs. Atxam Corporation

Case No. S-1866 (Ak. Supreme Court)

On April 22, 1988 the Alaska Supreme Court issued a decision ruling that a hunting cabin used by two professional guides is a primary place of business under Section 14(c)(1) of ANCSA. The Court rejected the guides' claim that they were entitled to use hunting grounds surrounding the cabin, and upheld a permanent injunction directing the guides not to enter on these hunting grounds.

This case involves Atxam Corporation (the Village Corporation for the Aleut village of Atka), and Steven Hakala and George Kitchen, two professional guides. George Kitchen claimed he had guided hunters in the area since 1969 and had constructed a small cabin in 1969 as a base of operations for his clients. The Superior Court ruled that Mr. Kitchen and Mr. Hakala's 14(c)(1) claim was not valid, and had ordered them to stop trespassing on Atxam's lands. Mr. Kitchen and Mr. Hakala then appealed the Superior Court's decision to the Alaska Supreme Court.

Mr. Kitchen and Mr. Hakala's cabin is located on the Alaska peninsula several hundred miles from the village of Atka. Although Mr. Kitchen and Mr. Hakala constructed a large cabin at the site in 1976, no one from the village was aware that they had a smaller cabin on the land in 1971. Because of this, Mr. Kitchen and Mr. Hakala's 14(c)(1) claim never went through Atxam's administrative process for 14(c)(1) claims, and the lawsuit began as a simple trespass action by Atxam against Mr. Kitchen and Mr. Hakala.

In response to Atxam's trespass lawsuit, Mr. Kitchen and Mr. Hakala claimed that they were entitled under Section 14(c)(1) to the cabin, to an unspecified amount of land surrounding the cabin, and to access for hunting purposes to all Atxam's lands in the area.

The Alaska Supreme Court rejected Mr. Kitchen and Mr. Hakalas' claim that they were entitled under 14(c)(1) to access rights to all of Atxam's lands. The Supreme Court supported the Superior Court's issuance of an injunction directing Mr. Kitchen and Mr. Hakala not to enter on or cross over any of Atxam's lands surrounding the cabin, noting that an injunction was an "appropriate remedy for a continuing trespass" such as this. The Supreme Court, on the other hand, rejected Atxam's argument that a primary place of business must have a permanent structure and be used more than six months of a year. The court held that "since the cabin was the nucleus of his guiding business..., it was a primary place of business."

The Supreme Court also directed Atxam to convey the land immediately surrounding the cabin to Mr. Kitchen but enjoined the hunters from entering onto all of Atka's land surrounding the cabin. The Supreme Court directed the Superior Court to decide how much land was to be conveyed to Mr. Kitchen.

Although the case was settled, informal requests have been made to the court to change parts of its decision.

Huna Totem Corporation vs. Pedersen, Case no. 1 JU-85-111
Civil (AK Supreme Court)

Huna Totem Corporation (Hoonah) initiated this litigation to obtain an order to eject Gordan Pedersen from Corporation land. Pedersen claimed the cabin site was occupied as a primary place of residence on December 18, 1971 (14(c)(1)).

The Court acknowledged that the cabin had been constructed in the fall of 1971 but disagreed with Pedersen that it had been occupied as a primary place of residence on December 18, 1971. The Court granted Huna Totem's request for an ejectment order and gave Pedersen 180 days to remove any improvements and personal property he intended to keep.

With regard to Huna Totem's 14(c) adjudication, the court ruled that the Corporation did not meet the requirements of 43 CFR 2650.5-4(c)(1). This Interior Department regulations requires the Corporation to resolve 14(c) conflicts prior to the posting of 14(c) claims on the ground and submission of a map of boundaries showing the claims. The Court came to the conclusion based on the chronology of ANCSA Sections 16.11 (selections), 16.12 (survey) and 16.13 (issuance of patent). The Court interpreted Sections 16.11 through 16.13 to mean that the obligations of resolving 14(c) claims and submitting a 14(c) map of boundaries arise before, and must be completed prior to the issuance of patent.

Because Huna Totem's failure to resolve 14(c) claims prior to BLM's issuance of patent, the court ordered Huna Totem to pay for improvements made by Pedersen for the years of 1974 (the year the Corporation selected the land Pedersen's occupied) through 1978 (the year Pedersen acknowledged that Huna Totem had selected the land). Pedersen was asked to submit evidence indicating the costs of his improvements for the years of 1974 through 1978.

Nelson Lagoon Corporation vs. Peter and Patricia Kust Case
No. A 88-247 Civ ((U.S.D.C. AK)

The Nelson Lagoon Corporation has filed a complaint requesting relief from fisherman Peter Kust's unauthorized use of Corporation lands.

The Corporation contends that shortly after receiving interim conveyance to an area known as "Miners Hill", Peter Kust constructed a cabin without permission from the Corporation. According to the Corporation, Kust contracted with a private surveyor in 1985 who surveyed the portion of land that Kust had improved which was conveyed by interim conveyance to the Corporation. The Corporation Board of Directors denied Kust Miners Hill claim and a claim Kust made for an airplane tie down in the village of Nelson Lagoon. The Corporation has requested that the court issue a judgement in its favor and enjoin Kust from occupying Corporation land.

Kust claims that he purchased the site from a local, Charles Franz, in 1970 and that Franz had used the site for his commercial and subsistence fishing. Kust also claims that the airplane tie down was part of his ANCSA 14(c)(1) "primary place of business."

Kust requested that a judgement be issued against the Corporation ordering the Corporation to convey title of both sites to Kust based on his claims under ANCSA 14(c) and adverse possession.

The Corporation has filed a memorandum opposing Kust's motion to strike from the Court's file various letters which discuss an out of court settlement. No rulings have been issued at this time.

A disagreement between Kivilco Incorporated, the village corporation for Kasaan and Mark Buettner and Henry Hamar, Forest service permit holders on land patented to Kivilco, resulted in litigation which disallows permit holders to claim their permit sites as primary places of residency under Section 14(c)(1) of ANCSA.

The disagreement began when Kivilco, the new landlord for the permit holders, proposed to replace the permits with leases. The leases included an increase in annual fees and were for a shorter period than the permits. The permit holders refused to accept the lease offering and Kivilco Inc. began forcible entry and detainer proceedings. The permit holders responded by filing a quiet title suit based on their occupancy of the premises as their primary place of residence.

In basing their suit on ANCSA 14(c)(1) the plaintiff apparently chose to avoid or postpone trying to litigate a better lease with Kivilco under ANCSA 14(g). Kivilco Inc. patent to the lands claimed by the Plaintiffs included provisions which made the patent subject to valid existing rights including the special use permits issued by the Forest Service. The permits allowed for the construction of "residences of a community nature", however; they are nontransferable and are revocable. The permits contained expiration dates of December of 1990 but provided a mechanism for a possible issuance of a new permit. As provided in ANCSA 14(g), the Forest Service chose to waive its administration of the permit and informed permit holders that they must now deal directly with Kivilco.

In the resulting U.S. District Court decision, Judge James Fitzgerald cites Donnelly vs. the United States and Eklutna Inc. Et. Al.

Fitzgerald repeats the two major points made in Donnelly. The first point was that a homesteader who entered upon land while a withdrawal was in place can not rely on ANCSA 14(c)(1) as a remedy for acquiring land.

The second point was that "mere physical presence as a trespasser is not sufficient to constitute occupancy as that term is used under ANCSA 14(c)(1)."

A third point not related to the Donnelly decision is perhaps the real substance of this decision. Judge Fitzgerald pointed out that if the Plaintiffs interpretation of ANCSA 14(c)(1) was correct it would have the effect of allowing lease or permit holders to qualify for title under 14(c)(1). Thus, valid existing rights under ANCSA 14(g) would apply only where the lessor or permittee neither lived nor worked on the site.

Judge Fitzgerald concluded that the plain language of ANCSA 14(g) does not suggest such a narrow interpretation and that he did not believe Congress intended this section to be so limited.

Angaiak vs. Paug-Vik Inc. Ltd., Case No. F85-11 Civ.
(U.S.D.C.AK)

The dispute between Elizabeth Angaiak and Paug-Vik, Inc. centers around Elizabeth Angaiak's use of land as a base of operations for a set net fishing site. Angaiak claimed the land as her "subsistence campsite" and "primary place of business" under ANCSA 14(c)(1).

Paug-Vik, Inc. argued that Angaiak is not entitled to a 14(c) conveyance because the uplands were not her primary place of business for the set net site, there was one joint operation between herself and her mother and the mother received an adjacent parcel of land under 14(c)(1) and Angaiak's fishing operation was not her primary source of income and support. Paug-Vik, Inc. also argued that Angaiak did not occupy the land as a subsistence site.

Judge Andrew Kleinfeld ordered that the case be stayed until the Department of Interior completed its decision regarding a protest of John Savo's Native allotment. Paug-Vik Inc. discovered that the site claimed by Angaiak is subject to a Native allotment which if found to be valid will not be land Paug-Vik Inc. will possess for subsequent 14(c)(1) conveyances.



BLM

PUBLIC NOTICE TO VILLAGE RESIDENTS

Each village corporation listed below has now officially filed with the Bureau of Land Management (BLM) a map of the village boundaries. This map shows all *or part of* the parcels of land the village corporation has identified as qualifying for transfer of ownership, such as houses, businesses, etc., under Section 14(c) of the Alaska Native Claims Settlement Act (ANCSA). 43 USC 1613(c). This section of the act requires the village corporation to identify and convey to any Native or non-Native occupant, title to the surface estate in the tract occupied in 1971 as a primary place of residence, primary place of business, subsistence campsite, headquarters for reindeer husbandry, or for certain other specified purposes.

If you have an interest in such land, you should contact the village corporation to review the map of boundaries to be sure the map includes your claim.

VILLAGE CORPORATION Saint Marys: St. Mary's Native Corporation

The official filing date for the map of boundaries is:
July 3, 1986.

Federal regulations state that any conflicts among potential transferees or between the village corporation and such transferees are to be resolved before the map is submitted to BLM. 43 CFR 2650.5-4 (c)(1).

The Bureau of Land Management does not have any authority to adjudicate transfer decisions. Any disputes over 14(c) transfers must be resolved between the village corporation and the individual.

If you disagree with the village corporation's boundary decisions, you should contact the corporation. If the disagreement is not resolved, you *must* start a court action *within one year of the date shown above*. If you have a dispute and do not start a court action within one year, you will forfeit your claim. Alaska National Interest Lands Conservation Act (ANILCA), Sec. 902(b).



Text of ANCSA Section 14(c)

The amended section 14(c) of ANCSA, states:

Upon receipt of a patent or patents*: (1) the Village Corporation shall first convey to any Native or non-Native occupant, without consideration, title to the surface estate in the tract occupied as of December 18, 1971 as a primary place of residence, or as a primary place of business, or as a subsistence campsite, or as headquarters for reindeer husbandry;

(2) the Village Corporation shall then convey to the occupant, either without consideration or upon payment of an amount not in excess of fair market value, determined as of the date of initial occupancy and without regard to any improvements thereon, title to the surface estate in any tract occupied as of December 18, 1971 by a nonprofit organization;

(3) the Village Corporation shall then convey to any Municipal Corporation in the Native village or to the State in trust for any Municipal Corporation established in the Native village in the future, title to the remaining surface estate of the improved land on which the Native village is located and as much additional land as is necessary for community expansion, and appropriate rights-of-way for public use, and other foreseeable community needs: Provided, That the amount of lands to be transferred to the Municipal Corporation or in trust shall be no less than 1,280 acres unless the Village Corporation and the Municipal

* Interim conveyance or patent, whichever comes earlier, ANILCA 1410 and 1437(d).

Corporation or the State in trust can agree in writing on an amount which is less than one thousand two hundred and eighty acres: Provided further, That any net revenues derived from the sale of surface resources harvested or extracted from lands reconveyed pursuant to this subsection shall be paid to the Village Corporation by the Municipal Corporation or the State in trust: Provided, however, That the word "sale", as used in the preceding sentence, shall not include the utilization of surface resources for governmental purposes by the Municipal Corporation or the State in trust, nor shall it include the issuance of free permits or other authorization for such purposes;

(4) the Village Corporation shall convey to the Federal Government, State, or to the appropriate Municipal Corporation, title to the surface estate for airport sites, airway beacons, and other navigation aids as such existed on December 18, 1971, together with such additional acreage and/or easements as are necessary to provide related governmental services and to insure safe approaches to airport runways as such airport sites, runways, and other facilities existed as of December 18, 1971.

(5) for a period of ten years after the date of enactment of this Act, the Regional Corporation shall be afforded the opportunity to review and render advice to the Village Corporations on all land sales, leases or other transactions prior to any final commitment.

References

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