

MEMORANDUM OF UNDERSTANDING

between

The Bureau of Land Management (BLM)

and

Chickaloon Native Village (CNV)

concerning

ANCSA 17(b) Easements across CNV Owned Lands

- I. PURPOSE. The Bureau of Land Management (BLM) and Chickaloon Native Village (CNV) have mutual interests in working with each other to implement work on Alaska Native Claims Settlement Act (ANCSA) 17(b) easements in order to address safe access to public lands and resources in Alaska through CNV private land. This MOU recognizes areas of mutual concern and identifies each entity's responsibility in carrying out proposed actions to provide for improvement of existing ANCSA 17(b) easements and possible reroutes to make travel safer along these easements. This MOU will establish a formal framework for cooperative relationships and initiatives between the BLM and CNV concerning these easements.

- II. OBJECTIVES. This MOU will identify the responsibilities of each party in completing or carrying out the method(s) used on improvements to ANCSA 17(b) Easements. All parties recognize the need for solutions to address safety concerns and access issues, while working toward permanent, safe access to public lands along ANCSA 17(b) easements.

The objectives of this MOU are to:

- A. *Establish a timeline between parties for completion of tasks.* The parties will meet or teleconference to update one another on current or upcoming concerns and issues related to the ANCSA 17(b) easements across CNV lands. They will maintain open, informal lines of communications to allow either party's staff to freely contact the other party's staff and conduct business between the BLM and CNV.

- B. *Establish mutually agreeable tasks in association with easement improvements.* All parties will agree to carry out easement work on CNV owned lands under mutually agreeable terms and conditions. The following is a list of the known ANCSA 17(b) easements within the Chickaloon Native Village jurisdictional area that may have projects or administrative solutions proposed for access improvements:

- 1a D9

- 1b D9 – Site Easement
- 3 C5
- 4b D9
- 4L
- 5b D9
- 6 D9
- 6a D9
- 9b D9
- 11 D9
- 12a D9 – Site Easement
- 12b D9
- 12b D9, L
- 14a D9, L
- 15 D9
- 17c D9
- 18d D9
- 18e D9
- 22 C5
- 23 C5
- 26 Cf
- 27 C5
- 30 C5
- 33 C5
- 33a C5 – Site Easement
- 33b C5
- 36
- 67a C4
- 67 C5 – Site Easement
- 107 C4
- 108 C4

III. AUTHORITIES

The BLM enters this MOU under the following authorities:

- A. Alaska Native Claims Settlement Act
- B. Federal Land Policy Management Act, 1976 (FLPMA) (43 USC) (16b)
- C. Alaska National Interest Lands Conservation Act (ANILCA)
- D. East Alaska Record of Decision
- E. Ring of Fire Record of Decision
- F. This MOU is consistent with policy and regulation described in 43 CFR 2650.4-7

The Chickaloon Native Village enters this agreement under the following authorities:

- A. Indigenous birthright as the First People of this land

- B. Public Authority: Chickaloon Native Village was recognized by the United States Federal Government in the Federal Register Volume 58 No. 202 of October 21, 1993.
- C. Various Presidential Declarations.
- D. Chickaloon Village Constitution and By-Laws
- E. The Chickaloon Native Village Indian Reservation Roads Program Agreement with the Federal Highway Administration (FHWA);
- F. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, as amended by the Indian Reservation Roads Program regulations, 25 C.F.R. Part 170.

IV. RESPONSIBILITIES AND PROCEDURES.

A. The BLM Glennallen Field Office agrees to:

- 1. Continue as the Administrator of Record for this MOU and the ANCSA 17(b) easements located within the Chickaloon Native Village boundaries.
- 2. When practicable, make BLM professional expertise available for the furtherance of this MOU subject to and in accordance with the applicable federal laws, regulations and district planning, and subject to approval by the appropriate authorized officer of the BLM. Nothing in this MOU will obligate the BLM to assume future maintenance or expend funds for any realigned roads or trails. Although the listed Indian Reservation Road Inventory Routes/ANCSA 17(b) easements/bridges are, or may be, eligible for construction or reconstruction of routes with federal funds, the BLM hereby certifies that it is unable at this time to provide funding for project construction and/or maintenance of these routes/ANCSA 17(b) easements/bridges.

B. Chickaloon Native Village agrees to:

- 1. Notify the BLM Anchorage and Glennallen Field Offices when Indian Reservation Road Inventory routes on (or near) a ANCSA 17(b) easement are approved for the Control Schedule of Transportation Improvement Projects (CSTIP) by the Chickaloon Village Traditional Council, so dialog may begin.
- 2. Negotiate specific amendment to this Memorandum of Understandings on a specific Indian Reservation Road Inventory Route, when necessary. Nothing in this MOU will obligate the CNV to assume future maintenance or expend funds for any realigned roads or trails unless so directed by the Chickaloon Traditional Council.

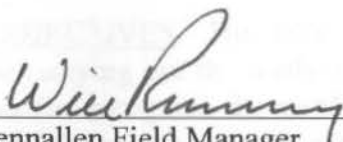
C. All parties agree to:

- 1. Conduct meetings and/or teleconferences as necessary to maintain on-going relationships, and to provide relevant information on upcoming activities or actions with regard to restoration or improvements of easements.

V. ADMINISTRATION.

- A. This MOU will be reviewed annually and will remain in effect for a period of five years from the date of signature. At the end of five years, the MOU will be reviewed for potential extension by both parties.
- B. Either party may propose changes to this MOU. Any changes will be in the form of an amendment and will not take effect until all parties have agreed and signed the amendment.
- C. Nothing in this MOU will be construed as affecting the authorities of either party. Nothing will be construed as binding beyond the party's respective authorities, or require the parties to obligate or expend funds. Although the parties may respectfully disagree from time to time on any issues discussed under this agreement, such disagreements will not be the basis for discontinuing the force and effect of this MOU.
- D. This MOU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, Tribal governments, organizations, or individuals.
- E. This MOU shall become effective when signed by both parties. The MOU shall continue until written termination by mutual agreement or by any party giving 30 days prior written notice to the other parties.
- F. The BLM point of contact will be the BLM Glennallen Field Manager or designated point of contact. Chickaloon Native Village's point of contact will be the Transportation Department Director or the Director's Designee.

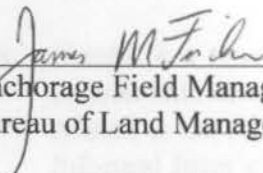
APPROVED:



Glennallen Field Manager
Bureau of Land Management

7/7/09

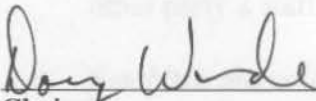
Date



Anchorage Field Manager
Bureau of Land Management

6/11/2009

Date



Chairman
Chickaloon Native Village

6/23/09

Date