Calendar No. 280

111TH CONGRESS, 2d Session | SENATE | REPORT 111–130

SALMON LAKE LAND SELECTION RESOLUTION ACT

MARCH 2, 2010.—Ordered to be printed

Mr. BINGAMAN, from the Committee on Energy and Natural Resources, submitted the following

R E P O R T

[To accompany S. 522]

The Committee on Energy and Natural Resources, to which was referred the bill (S. 522) to resolve the claims of the Bering Straits Native Corporation and the State of Alaska to land adjacent to Salmon Lake in the State of Alaska and to provide for the conveyance to the Bering Straits Native Corporation of certain other public land in partial satisfaction of the land entitlement of the Corporation under the Alaska Native Claims Settlement Act, having considered the same, reports favorably thereon with an amendment and recommends that the bill, as amended, do pass.

The amendment is as follows:

Strike all after the enacting clause and insert the following:

SECTION 1. SHORT TITLE.

This Act may be cited as the "Salmon Lake Land Selection Resolution Act".

SEC. 2. PURPOSE.

The purpose of this Act is to ratify the Salmon Lake Area Land Ownership Consolidation Agreement entered into by the United States, the State of Alaska, and the Bering Straits Native Corporation.

SEC. 3. DEFINITIONS.

In this Act:

(1) AGREEMENT.—The term "Agreement" means the document between the United States, the State, and the Bering Straits Native Corporation that—

(A) is entitled the "Salmon Lake Area Land Ownership Consolidation Agreement";

(B) had an initial effective date of July 18, 2007, which was extended until January 1, 2011 by agreement of the parties to the Agreement effective January 1, 2009; and

(C) is on file with Department of the Interior, the Committee on Energy and Natural Resources of the Senate, and the Committee on Natural Resources of the House of Representatives.

89–010

(2) BERING STRAITS NATIVE CORPORATION.—The term "Bering Straits Native Corporation" means an Alaskan Native Regional Corporation formed under the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.) for the Bering Straits region of the State.

(3) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(4) STATE.—The term "State" means the State of Alaska.

SEC. 4. RATIFICATION AND IMPLEMENTATION OF AGREEMENT.

(a) IN GENERAL.—Subject to the provisions of this Act, Congress ratifies the Agreement.

(b) EASEMENTS.—The conveyance of land to the Bering Straits Native Corporation, as specified in the Agreement, shall include the reservation of the easements that—

(1) are identified in Appendix E to the Agreement; and

(2) were developed by the parties to the Agreement in accordance with section 17(b) of the Alaska Native Claims Settlement Act (43 U.S.C. 1616(b)).

(c) CORRECTIONS.—Beginning on the date of enactment of this Act, the Secretary, with the consent of the other parties to the Agreement, may only make typographical or clerical corrections to the Agreement and any exhibits to the Agreement.

(d) AUTHORIZATION.—The Secretary shall carry out all actions required by the Agreement.

PURPOSE

The purpose of S. 522 is to ratify an agreement entered into by the Secretary of the Interior, the State of Alaska, and the Bering Straits Native Corporation to resolve certain land selections under the Alaska Native Claims Settlement Act and the Alaska Statehood Act.

BACKGROUND AND NEED

Salmon Lake is one of the largest bodies of fresh water on the Seward Peninsula and has been an important source of food and resources for Native Alaskans since ancient times. The lake is located approximately 40 miles northeast of Nome and is a popular recreation destination with campgrounds and other lands that are managed by the Bureau of Land Management (BLM).

The Alaska Native Claims Settlement Act (ANCSA) created Regional Native Corporations with the right to select certain Federal land as part of a settlement of aboriginal land claims in Alaska. The Bering Straits Native Corporation (BSNC) exercised its rights under ANCSA by selecting land around Salmon Lake. The State of Alaska also selected some of the same land under the Alaska Statehood Act, which granted the State the opportunity to select certain Federal land in Alaska for the benefit of the State.

To resolve the conflicting claims and avoid further administrative and legal challenges, the State, BSNC and the BLM entered into negotiations and subsequently signed the "Salmon Lake Area Land Ownership Consolidation Agreement" in 2007. Both the State and BSNC relinquished certain claims in order to settle the dispute. The Agreement provides for the conveyance of approximately 3,084 acres of land in the Salmon Lake area to the State and approximately 14,644 acres of land in the Salmon Lake, Imuruk Basin, and Windy Cove areas to BSNC. The BLM would maintain ownership of a nine acre campground with access to other important Federal lands nearby and retain a number of public access easements and other appropriate reservations.

The initial effective date of the negotiated agreement was July 18, 2007, and it was set to expire by its own terms on January 1, 2009. The term of the Agreement was extended until January 1,

2011, unless legislation is enacted ratifying the terms of the Agreement or the parties agree to further extend the term of the Agreement.

LEGISLATIVE HISTORY

S. 522 was introduced by Senators Murkowski and Begich on March 4, 2009. The Subcommittee on Public Lands and Forests held a hearing on the bill on October 8, 2009. At its business meeting on December 16, 2009, the Committee on Energy and Natural Resources ordered S. 522 favorably reported with an amendment in the nature of a substitute.

COMMITTEE RECOMMENDATION

The Committee on Energy and Natural Resources, in open business session on December 16, 2009, by a voice vote of a quorum present, recommends that the Senate pass S. 522, if amended as described herein.

COMMITTEE AMENDMENT

During its consideration of S. 522, the Committee adopted an amendment in the nature of a substitute. The amendment clarifies and adds a number of definitions to the bill, includes specific direction on the reservation of easements by the United States, and limits future modifications to the Agreement. The amendment is explained in detail in the section-by-section analysis below.

SECTION-BY-SECTION ANALYSIS

Sections 1, 2, and 3 provide the short title, purpose, and definitions for the bill.

Section 4(a) ratifies the Agreement.

Subsection (b) requires the conveyance of land to BSNC to be subject to the reservation of certain easements specified in the Agreement. Paragraph 4.b.(3)(B) of the Agreement provides that the conveyances to the State shall be "subject to appropriate reservations, exceptions, exclusions, and limitations." Paragraph 4.b.(3)(C) of the Agreement has identical language in relation to the conveyances to BSNC, but it also provides for the reservation of specific easements (identified in Appendix E to the Agreement), which "shall be reserved pursuant to the legislation ratifying this Agreement." Subsection (b) specifically provides for those easements to be reserved pursuant to terms of the bill, while at the same time clarifying that the easements are substantively the same as easements reserved pursuant to section 17(b) of ANCSA.

Subsection (c) limits modifications to the Agreement after the date of enactment of the bill to typographical and clerical corrections.

Subsection (d) directs the Secretary of the Interior to carry out all actions required by the Agreement.

COST AND BUDGETARY CONSIDERATIONS

The following estimate of costs of this measure has been provided by the Congressional Budget Office:

S. 522—Salmon Lake Land Selection Resolution Act

S. 522 would ratify an agreement settling a land dispute between the state of Alaska and the Bering Straits Native Corporation (a native-owned regional corporation established to administer land given to Alaska Natives under the Alaska Native Claims Settlement Act). Based on information from the Bureau of Land Management (BLM), CBO expects that implementing the legislation would have a negligible impact on the federal budget.

Under the bill, the federal government would convey about 18,000 acres of land located in western Alaska to the Bering Straits Native Corporation and the state of Alaska to satisfy claims made by those parties under the Alaska Native Claims Settlement Act and the Alaska Statehood Act. The federal government currently collects about $1,500 per year from a lease on the affected land. Based on information from BLM, CBO estimates that implementing the bill would reduce federal receipts by less than $20,000 over the 2010–2020 period.

S. 522 contains no intergovernmental or private-sector mandates as defined in the Unfunded Mandates Reform Act and would impose no costs on state, local, or tribal governments.

The CBO staff contact for this estimate is Jeff LaFave. The estimate was approved by Theresa Gullo, Deputy Assistant Director for Budget Analysis.

REGULATORY IMPACT EVALUATION

In compliance with paragraph 11(b) of rule XXVI of the Standing Rules of the Senate, the Committee makes the following evaluation of the regulatory impact which would be incurred in carrying out S. 522.

The bill is not a regulatory measure in the sense of imposing Government-established standards or significant economic responsibilities on private individuals and businesses.

No personal information would be collected in administering the program. Therefore, there would be no impact on personal privacy.

Little, if any, additional paperwork would result from the enactment of S. 522, as ordered reported.

CONGRESSIONALLY DIRECTED SPENDING

S. 522, as reported, does not contain any congressionally directed spending items, limited tax benefits, or limited tariff benefits as defined in rule XLIV of the Standing Rules of the Senate.

EXECUTIVE COMMUNICATIONS

The testimony provided by the Bureau of Land Management at the subcommittee hearing on S. 522 on October 8, 2009 follows:

STATEMENT OF MARCILYNN A. BURKE, DEPUTY DIRECTOR, BUREAU OF LAND MANAGEMENT, DEPARTMENT OF INTERIOR

Thank you for the opportunity to testify on S. 522, the Salmon Lake Land Selection Resolution Act. As a party to the Salmon Lake Area Land Ownership Consolidation Agreement, the Bureau of Land Management (BLM) has supported efforts between the State of Alaska and the Bering Straits Native Corporation (BSNC) to resolve overlap-

ping land selections at Salmon Lake. As such, the BLM supports S. 522 because it will ratify the agreement between the BLM, BSNC, and the State of Alaska, and allow for a reasonable and practicable conveyance of lands in the Salmon Lake area.

BACKGROUND

Salmon Lake is located on the Seward Peninsula, approximately 40 miles northeast of Nome. The lake is one of the largest bodies of fresh water on the peninsula, and has long been an important source of food and resources for the Native people. Because the area contains significant fisheries and other subsistence resources, it remains a popular resource and destination for local communities.

The BLM is responsible for expediting the conveyance of Federal lands to Native corporations, including the BSNC, under the Alaska Native Claims Settlement Act (ANCSA), and to the State of Alaska under the Alaska Statehood Act of 1958.

The BSNC, the Native regional corporation for the Bering Straits area, and the State of Alaska each sought to gain title to the Salmon Lake area through selection applications filed under respective provisions of ANCSA and the Alaska Statehood Act. However, the land addressed by the two applications overlapped. The BSNC and the State negotiated a resolution to this issue whereby each entity would receive title to distinct lands. The BLM supported this resolution, and the three parties signed the Salmon Lake Area Land Ownership Consolidation Agreement on July 18, 2007. Legislation is now required to ratify the Agreement between the United States (acting through the Department of Interior, BLM), the BSNC, and the State of Alaska. The Agreement would have expired on January 1, 2009, but its term was extended to January 1, 2011 in anticipation of ratifying legislation.

S. 522

S. 522 represents an opportunity to resolve the overlapping land selections between the BSNC and the State. The bill would ratify the Agreement between the BLM, the BSNC, and the State, and allow for finalization of land conveyances in the Salmon Lake area. The lands would be transferred in accordance with the terms of the signed Agreement.

As noted, the BLM supported the efforts between the BSNC and State, and signed the Agreement to recognize the desires of the entities. The bill would also further the intent of the Alaska Land Transfer Acceleration Act of 2004 (PL 108–452), expediting the transfer of title to federal lands to Native corporations and the State of Alaska.

CONCLUSION

Thank you for the opportunity to testify in support of S. 522. I am happy to answer any questions.

CHANGES IN EXISTING LAW

In compliance with paragraph 12 of rule XXVI of the Standing Rules of the Senate, the Committee notes that no changes in existing law are made by S. 522, as ordered reported.

APPENDIX

SALMON LAKE AREA LAND OWNERSHIP CONSOLIDATION AGREEMENT

This Land Ownership Consolidation Agreement (hereinafter Agreement), effective as of **July 18, 2007**, is entered into by and among the following parties:

(1) The United States of America (hereinafter United States), acting through the Department of the Interior, Bureau of Land Management (BLM), Alaska State Office, 222 West Seventh Avenue, #13, Anchorage, Alaska 99513-7504;

(2) The State of Alaska (hereinafter the State), acting through the Department of Natural Resources (DNR), the address of which for purposes of this Agreement is 550 West Seventh Avenue, Suite 1400, Anchorage, Alaska 99501-3554; and

(3) Bering Straits Native Corporation (hereinafter BSNC), an Alaskan Native regional corporation, P.O. Box 1008, Nome, Alaska 99762.

WITNESSETH:

WHEREAS, the parties to this Agreement desire to resolve, with finality and without further administrative appeals or litigation, the respective applications of the State and BSNC for and the respective claims of the State and BSNC to certain lands in the Salmon Lake area near Nome, Alaska;

WHEREAS, the purpose of this Agreement is to establish and set forth the terms of the parties' agreement and to commit the parties to the pursuit or support, as appropriate, of legislation implementing this Agreement;

WHEREAS, the provisions of this Agreement will resolve long-standing and complex issues and will result in a more reasonable and practicable consolidation of land ownership than would otherwise be possible;

WHEREAS, no precedent will be set by the manner in which any issues are resolved in or pursuant to this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS OF THE TERMS USED IN THIS AGREEMENT

a. *Alaska Statehood Act*. This term means the Act of July 7, 1958, 72 Stat. 339, as amended and supplemented.

b. *ANCSA*. This term means the Alaska Native Claims Settlement Act of December 18, 1971, 43 U.S.C. § 1601, *et seq.*, as amended and supplemented.

c. *Imuruk Basin Lands*. Certain lands in Tps. 3 and 4 S., R. 34 W., Kateel River Meridian, described in more detail in Appendix D.

d. *Salmon Lake Airstrip Lands*. Certain lands in T. 7 S., R. 31 W., Kateel River Meridian, described in more detail in Appendix C.

e. *Salmon Lake East Lands*. Certain lands in T. 7 S., R. 31 W., Kateel River Meridian, described in more detail in Appendices A and D.

f. *Salmon Lake West Lands*. Certain lands in Tps. 7 S., Rs. 31 and 32 W., Kateel River Meridian, described in more detail in Appendices B and C.

g. *Windy Cove Lands*. Certain lands in Tps. 4 and 5 S., R. 34 W., and T. 5 S., R. 35 W., Kateel River Meridian, described in more detail in Appendices A and D.

2. CONDITION PRECEDENT

The parties mutually agree that the performance of certain of each party's obligations set out below in this Agreement is conditioned upon enactment of legislation by Congress ratifying the terms of this Agreement.

3. AGREEMENT AND CONSENT

The parties agree to the terms of this Agreement and to be bound thereby upon satisfaction, as and to the extent required as described in Par. 4 below, of the condition precedent described in Par. 2 above. The State and BSNC further consent to the conveyances to be made pursuant to this Agreement.

4. DUTIES OF THE PARTIES

a. Duties of the parties upon execution of this Agreement by all parties:

(1) BSNC and the State shall submit to Congress proposed legislation ratifying this Agreement. Said legislation shall be substantially similar in form to the draft legislation attached hereto as Appendix F.

(2) To the extent allowed by law and, with respect to BLM, subject to review by and concurrence of the Office of Management and Budget, the parties agree to support such legislation.

b. Duties of the parties upon satisfaction of the condition precedent described in Par. 2 above:

(1) STATE OF ALASKA

(A) The State shall relinquish its selection applications for the Windy Cove Lands and Salmon Lake East Lands, as described in Appendix A.

(B) The State shall accept conveyance of the Salmon Lake Airstrip Lands and Salmon Lake West Lands, as described in Appendix C, subject to appropriate reservations, exceptions, exclusions, and limitations.

(2) BERING STRAITS NATIVE CORPORATION

(A) BSNC shall relinquish its selection applications for a parcel in Windy Cove, a parcel in the Salmon Lake area, the Salmon Lake Airstrip Lands, and the Salmon Lake West Lands, as described in Appendix B.

(B) BSNC shall accept conveyance of the Imuruk Basin Lands, Windy Cove Lands, and Salmon Lake East Lands, as described in Appendix D, subject to appropriate reservations, exceptions, exclusions, and limitations.

(3) UNITED STATES

(A) The United States shall acknowledge relinquishment of selections by the State and BSNC provided for in Paragraphs 4.b(1)(A) and 4.b(2)(A) of this Agreement.

(B) The United States shall convey to the State the Salmon Lake Airstrip Lands and the Salmon Lake West Lands, as described in Appendix C, subject to appropriate reservations, exceptions, exclusions, and limitations.

(C) The United States shall convey to BSNC the Imuruk Basin Lands, Windy Cove Lands, and Salmon Lake East Lands, as described in Appendix D, subject to appropriate reservations, exceptions, exclusions, and limitations, including reservation of easements as described in Appendix E. The easements to be reserved, while similar in form to those reserved pursuant to Sec. 17(b) of ANCSA, shall be reserved pursuant to the legislation ratifying this Agreement.

5. CHARGEABILITY

a. Lands conveyed to the State pursuant to this Agreement shall be deemed to be conveyed pursuant to and charged against the State's entitlement under Sec. 6(a) of the Alaska Statehood Act.

b. Lands conveyed to BSNC pursuant to this Agreement shall be deemed to be conveyed pursuant to and charged against BSNC's allocation under Sec. 14(h)(8) of ANCSA.

6. GENERAL PROVISIONS

a. The State and BSNC acknowledge that the lands to be conveyed pursuant to this Agreement consist of uplands only. This Agreement does not purport to establish ownership of submerged lands.

b. The parties mutually covenant and agree that this instrument and its appendices embody the whole agreement of the parties regarding consolidation of ownership of lands described in the appendices, and that there are no promises, terms, conditions, or obligations other than those referred to or contained in this Agreement.

c. This Agreement may be amended, modified, or supplemented only by a written amendment signed by all parties hereto. The parties further agree that clerical and typographical errors contained herein or in any appendix attached hereto may be corrected upon written notice to the other parties.

d. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise

therefrom. Nothing, however, shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company.

7. TERMINATION DATE AND EXTENSION OF AGREEMENT

This Agreement shall expire on January 1, 2009, unless either (a) the condition precedent set forth in Par. 2 above has been satisfied on or before December 31, 2008, or (b) the parties agree in writing to extend the term of this Agreement. If the condition precedent set forth in Par. 2 above is satisfied prior to any expiration of this Agreement, then this Agreement shall remain in full force and effect until each party has satisfied all of its obligations hereunder.

8. AUTHORIZATION TO SIGN

Each of the persons signing below represents that he or she has legal authority to execute this Agreement on behalf of his or her respective agency or corporation.

UNITED STATES

By: T.P. Lonnie
Thomas P. Lonnie
State Director, Alaska
Bureau of Land Management

STATE OF ALASKA

By: _____
Thomas E. Irwin
Commissioner, Department of Natural Resources

BERING STRAITS NATIVE CORPORATION

By: Tim Towarak
Tim Towarak
President

APPENDICES

Appendix A:	State selections to be relinquished – lands at Windy Cove and Salmon Lake East
Appendix B:	BSNC selections to be relinquished – lands at Windy Cove, Salmon Lake Area, Salmon Lake Airstrip, and Salmon Lake West
Appendix C:	Lands to be conveyed to the State – Salmon Lake Airstrip and Salmon Lake West
Appendix D:	Lands to be conveyed to BSNC – Imuruk Basin, Windy Cove, and Salmon Lake East
Appendix E:	Easements to be reserved to the United States on lands conveyed to BSNC
Appendix E-1:	Imuruk Basin Easements
Appendix E-2:	Windy Cove Easements
Appendix E-3:	Salmon Lake Easements
Appendix F:	Draft Legislation

Appendix A

Lands to be Relinquished by the State of Alaska

Windy Cove

1. State selection application F-89065 (GS-6334), as to:

Kateel River Meridian, Alaska

T. 4 S., R. 34 W.,
Secs. 35 and 36.

Containing approximately 485 acres.

T. 5 S., R. 34 W.,
Secs. 4, 5, and 7;
Secs. 8, 18, and 19.

Containing approximately 2,328 acres.

Aggregating approximately 2,813 acres.

2. State selection application F-89066 (GS-6335), as to:

Lots 1 and 2, U.S. Survey No. 11607, Alaska.

Containing 2.90 acres.

Kateel River Meridian, Alaska

T. 5 S., R. 35 W.,
Secs. 5, 6, 8, and 9;
Sec. 10, excluding U.S. Survey No. 11213 and lots 1 and 2, U.S. Survey No. 11607;
Secs. 11, 13, and 14;
Sec. 15, excluding U.S. Survey No. 11213;
Sec. 24.

Containing approximately 3,316 acres.

Aggregating approximately 3,319 acres.

Salmon Lake East

State selection application F-44493 (GS-4110), as to:

Lots 1, 2, and 3, those portions lying within Sec. 5, T. 7 S., R. 31 W., Kateel River Meridian, Alaska, lots 4 to 10, inclusive, and lots 12, 16, 18, and 20, U.S. Survey No. 4212, Alaska.

Containing approximately 32 acres.

U.S. Survey No. 4214, Alaska.

Containing 2.50 acres, as shown on plat of survey accepted June 13, 1966.

Kateel River Meridian, Alaska

T. 7 S., R. 31 W.,

Sec. 4, excluding U.S. Survey No. 4214, Native allotment F-16354 (lot 1, U.S. Survey No. 10949), and Salmon Lake Campground (U.S. Survey No. 13719);

Sec. 5, excluding lots 1 to 20, inclusive, U.S. Survey No. 4212, lot 3, U.S. Survey No. 10948, and Native allotment F-16354 (lot 1, U.S. Survey No. 10949);

Sec. 6, those lands lying east of the centerline of Fox Creek, excluding lots 17, 18, and 19, U.S. Survey No. 4212, U.S. Survey No. 4216, lot 3, U.S. Survey No. 10948, and those lands described as:

Commencing at corner No. 10 of U.S. Survey No. 4212, Alaska, being corner No. 1 and the TRUE POINT OF BEGINNING; thence N. 08°08′ W., a distance of 1,304.5 feet to corner No. 2; thence S. 71°52′ W., a distance of 861.8 feet to corner No. 3; thence S. 28°08′ E., a distance of 1,376.3 feet to corner No. 4, being common to corner No. 11 of U.S. Survey No. 4212; thence N. 61°45′ E., along the north boundary line of lot 17, U.S. Survey No. 4212, a distance of 402.6 feet to corner No. 1, the TRUE POINT OF BEGINNING;

Sec. 7, those lands lying east of the centerline of Fox Creek and northerly of the north shore of Salmon Lake, excluding lots 19 and 21, U.S. Survey No. 4212;
Sec. 8, excluding lot 19, U.S. Survey No. 4212, and Native allotment F-16354 (lots 1 and 2, U.S. Survey No. 10949).

Containing approximately 974 acres.

Aggregating approximately 1,009 acres.

Total aggregated acreage, approximately 7,140 acres.

Appendix B

Lands to be Relinquished by Bering Straits Native Corporation

Windy Cove

Regional selection application F-22850, in T. 5 S., R. 35 W., Kateel River Meridian.

Containing approximately 60 acres.

Salmon Lake

Regional selection application F-21997, in T. 7 S., R. 31 W., Kateel River Meridian.

Containing approximately 814 acres.

Salmon Lake West & Salmon Lake Airstrip

Regional selection application F-33819, as to:

Lots 22 and 23 and lots 28 to 35, inclusive, U.S. Survey No. 4212, Alaska.

Containing 25.22 acres.

Lots 4 and 5, U.S. Survey No. 4213, Alaska.

Containing 9.38 acres.

Lots 1 and 2, U.S. Survey No. 4215, Alaska.

Containing 5.22 acres.

Kateel River Meridian, Alaska

T. 7 S., R. 31 W.,
Sec. 6, those lands lying west of the centerline of Fox Creek,
excluding lots 1 and 2, U.S. Survey No. 10948;

Sec. 7, those lands lying west of the centerline of Fox Creek, and those lands lying southerly of the south shore of Salmon Lake, excluding lots 22 to 34, inclusive, U.S. Survey No. 4212, and lots 1 and 2, U.S. Survey No. 10948;
Sec. 18.

Containing approximately 1,193 acres.

T. 7 S., R. 32 W.,
Sec. 10, excluding U.S. Survey No. 8891;
Sec. 11, excluding lots 1, 2, 3, and 4, U.S. Survey No. 4213, lots 1 and 2, U.S. Survey No. 4215, U.S. Survey No. 8891, and Native allotment F-92695 (U.S. Survey No. 13718);
Sec. 12, excluding lots 34 and 35, U.S. Survey No. 4212, lots 1 to 5, inclusive, U.S. Survey No. 4213, and Native allotment F-92695 (U.S. Survey No. 13718);
Sec. 13.

Containing approximately 1,807 acres.

Aggregating approximately 3,040 acres.

Total aggregate acreage, approximately 3,914 acres.

Appendix C

Lands to be Conveyed to the State of Alaska

Salmon Lake Airstrip

Lot 17, U.S. Survey No. 4212, Alaska.

Containing 24.78 acres, as shown on plat of survey accepted June 13, 1966.

Kateel River Meridian, Alaska

T. 7 S., R. 31 W.,
Sec. 6, those lands more particularly described as:

Commencing at corner No. 10 of U.S. Survey No. 4212, Alaska, being corner No. 1 and the TRUE POINT OF BEGINNING; thence N. 08°08′ W., a distance of 1,304.5 feet to corner No. 2; thence S. 71°52′ W., a distance of 861.8 feet to corner No. 3; thence S. 28°08′ E., a distance of 1,376.3 feet to corner No. 4, being common to corner No. 11 of U.S. Survey No. 4212; thence N. 61°45′ E., along the north boundary line of lot 17, U.S. Survey No. 4212, a distance of 402.6 feet to corner No. 1, the TRUE POINT OF BEGINNING.

Containing approximately 19 acres.

Aggregating approximately 44 acres.

Salmon Lake West

Lots 22 and 23 and lots 28 to 35, inclusive, U.S. Survey No. 4212, Alaska.

Containing 25.22 acres, as shown on plat of survey accepted June 13, 1966.

Lots 4 and 5, U.S. Survey No. 4213, Alaska.

Containing 9.38 acres, as shown on plat of survey accepted June 13, 1966.

Lots 1 and 2, U.S. Survey No. 4215, Alaska.

Containing 5.22 acres, as shown on plat of survey accepted June 13, 1966.

Kateel River Meridian, Alaska

T. 7 S., R. 31 W.,
Sec. 6, those lands lying west of the centerline of Fox Creek, excluding lots 1 and 2, U.S. Survey No. 10948;
Sec. 7, those lands lying west of the centerline of Fox Creek and those lands lying southerly of the south shore of Salmon Lake, excluding lots 21 to 34, inclusive, U.S. Survey No. 4212, and lots 1 and 2, U.S. Survey No. 10948;
Sec. 18.

Containing approximately 1,193 acres.

T. 7 S., R. 32 W.,
Sec. 10, excluding U.S. Survey No. 8891;
Sec. 11, excluding lots 1, 2, 3, and 4, U.S. Survey No. 4213, lots 1 and 2, U.S. Survey No. 4215, U.S. Survey No. 8891, and Native allotment F-92695 (U.S. Survey No. 13718);
Sec. 12, excluding lots 34 and 35, U.S. Survey No. 4212, lots 1 to 5, inclusive, U.S. Survey No. 4213, and Native allotment F-92695 (U.S. Survey No. 13718);
Sec. 13.

Containing approximately 1,807 acres.

Aggregating approximately 3,040 acres.

Total aggregate acreage, approximately 3,084 acres.

Appendix D

Lands to be Conveyed to Bering Straits Native Corporation

Imuruk Basin

Kateel River Meridian, Alaska

T. 3 S., R. 34 W.,
Sec. 20, excluding lots 1, 3, 4, 5, and 6, U.S. Survey No. 11193;
Sec. 21, excluding lots 5, 6, and 7, U.S. Survey No. 11193;
Sec. 28, excluding lots 1 and 2, U.S. Survey No. 11192;
Sec. 29, excluding lot 2, U.S. Survey No. 11191, and lots 1 and 2, U.S. Survey No. 11192;
Sec. 30, excluding lots 4 and 6, U.S. Survey No. 11178;
Sec. 31, excluding lots 1 to 5, inclusive, U.S. Survey No. 11178, and lots 2 and 3, U.S. Survey No. 11197;
Sec. 32, excluding lots 1, 2, and 3, U.S. Survey No. 11191;
Secs. 33, 34, and 35;
Sec. 36, excluding lots 1 and 2, U.S. Survey No. 11174.

Containing approximately 5,105 acres.

T. 4 S., R. 34 W.,
Sec. 1, excluding lot 1, U.S. Survey No. 11174;
Secs. 2, 3, 4, and 5;
Sec. 6, excluding lot 1, U.S. Survey No. 11178;
Secs. 8, 9, 10, and 11.

Containing approximately 2,399 acres.

Aggregating approximately 7,504 acres.

Windy Cove

Lots 1 and 2, U.S. Survey No. 11607, Alaska.

Containing 2.90 acres, as shown on plat of survey officially filed August 19, 1996.

Kateel River Meridian, Alaska

T. 4 S., R. 34 W.,
Secs. 35 and 36.

Containing approximately 485 acres.

T. 5 S., R. 34 W.,
Secs. 4, 5, and 7;
Secs. 8, 18, and 19.

Containing approximately 2,328 acres.

T. 5 S., R. 35 W.,
Secs. 5 and 6;
Secs. 8 and 9;
Sec. 10, excluding U.S. Survey No. 11213 and lots 1 and 2, U.S. Survey No. 11607;
Secs. 11, 13, and 14;
Sec. 15, excluding U.S. Survey No. 11213;
Secs. 24.

Containing approximately 3,316 acres.

Aggregating approximately 6,132 acres.

Salmon Lake East

Lots 1, 2, and 3, those portions lying within Sec. 5, T. 7 S., R. 31 W., Kateel River Meridian, Alaska, lots 4 to 10, inclusive, and lots 12, 16, 18, and 20, U.S. Survey No. 4212, Alaska.

Containing approximately 32 acres.

U.S. Survey No. 4214, Alaska.

Containing 2.50 acres, as shown on plat of survey accepted June 13, 1966.

Kateel River Meridian, Alaska

T. 7 S., R. 31 W.,

Sec. 4, excluding U.S. Survey No. 4214, Native allotment F-16354 (lot 1, U.S. Survey No. 10949), and the Salmon Lake Campground (U.S. Survey No. 13719);

Sec. 5, excluding lots 1 to 20, inclusive, U.S. Survey No. 4212, lot 3, U.S. Survey No. 10948, and Native allotment F-16354 (lot 1, U.S. Survey No. 10949);

Sec. 6, those lands lying east of the centerline of Fox Creek, excluding lots 17, 18, and 19, U.S. Survey No. 4212, U.S. Survey No. 4216, lot 3, U.S. Survey No. 10948, and those lands described as:

Commencing at corner No. 10 of U.S. Survey No. 4212, Alaska, being corner No. 1 and the TRUE POINT OF BEGINNING; thence N. 08°08′ W., a distance of 1,304.5 feet to corner No. 2; thence S. 71°52′ W., a distance of 861.8 feet to corner No. 3; thence S. 28°08′ E., a distance of 1,376.3 feet to corner No. 4, being common to corner No. 11 of U.S. Survey No. 4212; thence N. 61°45′ E., along the north boundary line of lot 17, U.S. Survey No. 4212, a distance of 402.6 feet to corner No. 1, the TRUE POINT OF BEGINNING;

Sec. 7, those lands lying east of the centerline of Fox Creek and northerly of the north shore of Salmon Lake, excluding lots 19 and 21, U.S. Survey No. 4212;

Sec. 8, excluding lot 19, U.S. Survey No. 4212, and Native allotment F-16354 (lots 1 and 2, U.S. Survey No. 10949).

Containing approximately 974 acres.

Aggregating approximately 1,009 acres.

Total aggregated acreage, approximately 14,644 acres.

Appendix E

Easements to be Reserved to the United States

The easements to be reserved to the United States in the conveyance to BSNC are described below and shown on Appendices E-1 Imuruk Basin, E-2 Windy Cove, and E-3 Salmon Lake East.

Allowable Uses

All easements are subject to applicable Federal, State, or Municipal corporation regulation. The following is a listing of uses allowed for each type of easement. Any uses which are not specifically listed are prohibited.

25 Foot Trail - The uses allowed on a twenty-five (25) foot wide trail easement are: travel by foot, dogsleds, animals, snowmobiles, two- and three-wheeled vehicles, and small all-terrain vehicles (ATVs) (less than 3,000 lbs. Gross Vehicle Weight (GVW)).

60 Foot Road - The uses allowed on a sixty (60) foot wide road easement are: travel by foot, dogsleds, animals, snowmobiles, two- and three-wheeled vehicles, small and large all-terrain vehicles (ATVs), tracked vehicles, four-wheel-drive vehicles, automobiles, and trucks.

One Acre Site - The uses allowed on a one (1) acre site easement are: vehicle parking (e.g., aircraft, boats, all-terrain vehicles (ATVs), snowmobiles, cars, trucks), temporary camping, and loading or unloading. Temporary camping, loading, or unloading shall be limited to 24 hours.

Imuruk Basin

1. (SAL-1) Teller-Pilgrim Hot Springs Winter Trail – An easement twenty-five (25) feet in width for an existing access trail from Sec. 6, T. 4 S., R. 33 W., Kateel River Meridian, northwesterly to public lands in Sec. 36, T. 3 S., R. 35 W., Kateel River Meridian. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement. Use of this easement is limited to winter.

2. (SAL-2) Imuruk Basin-Agiapuk River Site Easement – A one (1) acre site easement upland of the mean high water mark in Sec. 5, T. 4 S., R. 34 W., Kateel River Meridian, on the right bank of the Agiapuk River. The uses allowed are those listed above for a one (1) acre site easement.

3. (SAL-3) Agiapuk River North-South Winter Trail – An easement twenty-five (25) feet in width for a proposed access trail from the Imuruk Basin-Agiapuk River site easement (SAL-2) in Sec. 5, T. 4 S., R. 34 W., Kateel River Meridian, northwesterly, then northeasterly, roughly paralleling the Agiapuk River to the Agiapuk River East-West Winter Trail (SAL-4) in Sec. 20, T. 3 S., R. 34 W., Kateel River Meridian. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement. Use of this easement is limited to winter.

4. (SAL-4) Agiapuk River East-West Winter Trail – An easement twenty-five (25) feet in width for two segments of an existing access trail: the first, from Sec. 31, T. 3 S., R. 33 W., Kateel River Meridian, northwesterly through Secs. 35 and 36, T. 3 S., R. 34 W., Kateel River Meridian; and the second, from Sec. 22, T. 3 S., R. 34 W., Kateel River Meridian, northwesterly to public lands in Sec. 19, T. 3 S., R. 34 W., Kateel River Meridian. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement. Use of this easement is limited to winter.

Windy Cove

5. (SAL-5) Windy Cove Site Easement – A one (1) acre site easement upland of the mean high water mark in the southeast quarter of Sec. 13, T. 5 S., R. 35 W., Kateel River Meridian. The uses allowed are those listed above for a one (1) acre site easement.

6. (SAL-6) Windy Cove Trail – An easement twenty-five (25) feet in width for an existing access trail from Windy Cove site easement (SAL-5), southerly to public lands in Sec. 25, T. 5 S., R. 35 W., Kateel River Meridian. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement.

7. (SAL-7) Fall Creek Mudflats Site Easement – A one (1) acre site easement upland of the mean high water mark on the south shore of Imuruk Basin in Sec. 5, T. 5 S., R. 35 W., Kateel River Meridian. The uses allowed are those listed above for a one (1) acre site easement.

8. (SAL-8) Fall Creek Winter Trail – An easement twenty-five (25) feet in width for a proposed access trail from the Fall Creek Mudflats site easement (SAL-7) southwesterly to public lands in Sec. 7, T. 5 S., R. 35 W., Kateel River Meridian. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement. Use of this easement is limited to winter.

Salmon Lake East

9. (SAL-9) Salmon Lake East Access Road – An easement sixty (60) feet in width for a proposed access road from the Nome-Kougarok Road east of the Salmon Lake Airstrip in Secs. 5 and 6, T. 7 S., R. 31 W., Kateel River Meridian, southeasterly, paralleling the airport boundary through lot 16, U.S. Survey No. 4212, then southwesterly around the end of the Salmon Lake Airstrip, then northwesterly to the Salmon Lake site easement (SAL-10) in lot 18, U.S. Survey No. 4212, on the north shore of Salmon Lake in Sec. 5, T. 7 S., R. 31 W., Kateel River Meridian. The uses allowed are those listed above for a sixty (60) foot wide road easement.

   The road will be located no less than 50 feet from the airport boundary and 250 feet from the centerline of the runway, or as required by the guidelines of the State of Alaska Department of Transportation and Public Facilities at the time of construction. The parties mutually agree that the requirements of Departmental regulation 43 CFR 2650.4-7(b)(1)(v) shall not apply to this easement.

10. (SAL-10) Salmon Lake Site Easement – A one (1) acre site easement upland of the mean high water mark in lot 18, U.S. Survey No. 4212, located on the north shore of Salmon Lake in Sec. 5, T. 7 S., R. 31 W., Kateel River Meridian. The uses allowed are those listed above for a one (1) acre site easement.

Appendix F

Draft Legislation

An Act

To resolve the claims of Bering Straits Native Corporation and the State of Alaska to lands adjacent to Salmon Lake in the state of Alaska, and to provide for the conveyance to Bering Straits Native Corporation of certain other public lands in partial satisfaction of its entitlement under section 14(h)(8) of the Alaska Native Claims Settlement Act.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SEC. 1. SHORT TITLE.

This Act may be cited as the "Salmon Lake Land Act".

SEC. 2. FINDINGS AND PURPOSES.

(a) Findings.—Congress makes the following findings:

(1) Salmon Lake, together with waters upstream and downstream therefrom, contain important fisheries resources of significance to the Native people of the Bering Straits Region and other residents of the State of Alaska.

(2) Certain lands adjacent to Salmon Lake on the Seward Peninsula of Alaska within the Bering Straits Region contain archaeological and cultural resources of significance to the Native people of the Bering Straits Region, other residents of the State of Alaska, and the citizens of the United States.

(3) Lands adjacent to Salmon Lake on the Seward Peninsula of Alaska within the Bering Straits Region offer and are suitable for a variety of recreational activities.

(4) The State of Alaska, acting pursuant to the Alaska Statehood Act (Act of July 7, 1958, 72 Stat. 339, as amended and supplemented) (hereinafter in this Act referred to as the "Statehood Act") has selected lands in the Salmon Lake area pursuant to section 6(b) of the Statehood Act.

(5) Bering Straits Native Corporation, an Alaska Native Regional Corporation formed under the provisions of the Alaska Native Claims Settlement Act

of 1971 (43 U.S.C. 1601 et seq.) (hereinafter in this Act referred to as "ANCSA"), has selected lands in the Salmon Lake area pursuant to section 14(h)(8) of such Act (43 U.S.C. 1613(h)(8)).

(6) Both the United States Department of the Interior (acting through the Bureau of Land Management) and the State of Alaska dispute the validity of Bering Straits Native Corporation's selection of lands in the Salmon Lake area under section 14(h)(8) of ANCSA.

(7) Bering Straits Native Corporation disputes the validity of the State of Alaska's selection of lands in the Salmon Lake area pursuant to section 6(b) of the Statehood Act.

(8) According to the Bureau of Land Management and to Bering Straits Native Corporation, Bering Straits Native Corporation may be unable to receive conveyance of its full allocation of lands under section 14(h)(8) of ANCSA from among those lands that have been selected by it under said section.

(9) The Bureau of Land Management, the State of Alaska, and Bering Straits Native Corporation have determined that it is in the interest of all parties—

(A) to protect and preserve the historic, cultural, and natural resources of the Salmon Lake area;

(B) to resolve their disputes concerning the validity of Bering Straits Native Corporation's selection of lands in the Salmon Lake area under section 14(h)(8) of ANCSA without further administrative appeals or litigation; and

(C) to provide simultaneously for (i) continued public ownership, management, use, and access to certain lands in the Salmon Lake area, (ii) for conveyance to the State of Alaska of certain lands in the Salmon Lake area in partial satisfaction of the State of Alaska's entitlement under section 6(a) of the Alaska Statehood Act, and (iii) for conveyance to Bering Straits Native Corporation of certain lands in the Salmon Lake area and elsewhere in the Bering Straits Region in partial satisfaction of Bering Straits Native Corporation's allocation under section 14(h)(8) of ANCSA.

(10) Legislation is required to effect implementation of the agreement reached by the Bureau of Land Management, the State of Alaska, and Bering Straits Native Corporation.

(b) Purpose.—It is the purpose of this Act to ratify an agreement among the Bureau of Land Management, the State of Alaska, and Bering Straits Native Corporation.

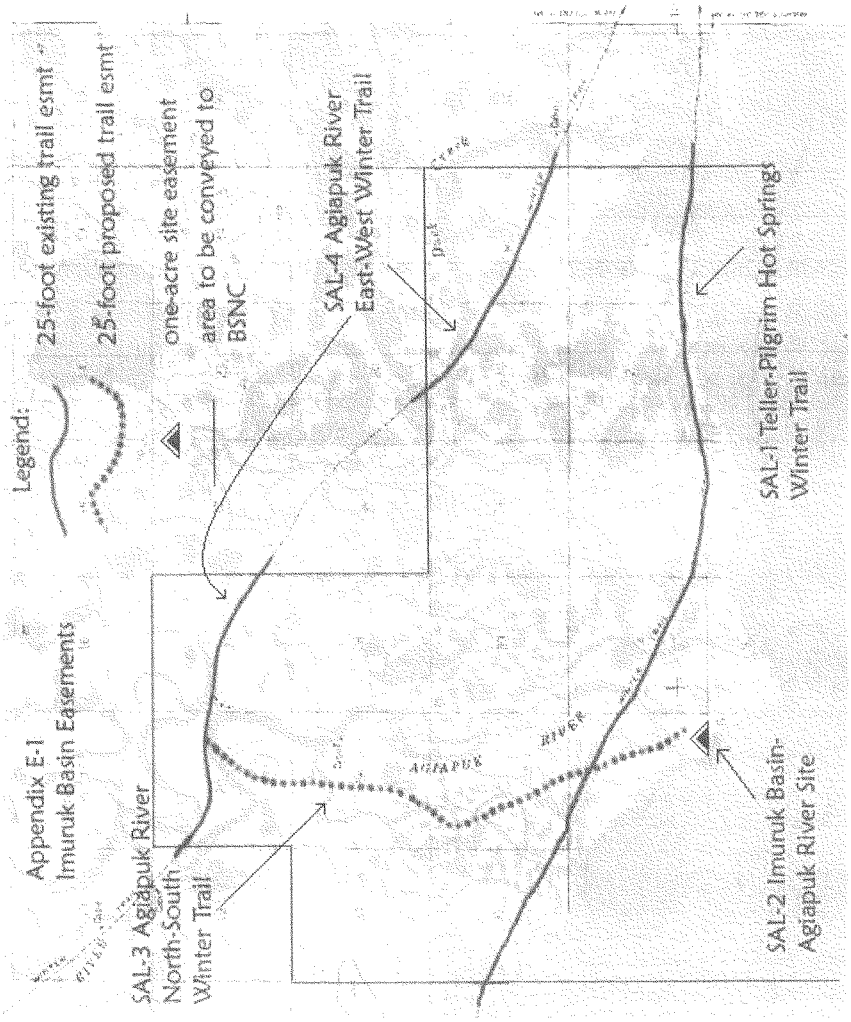
SEC. 3. RATIFICATION OF AGREEMENT BETWEEN THE UNITED STATES BUREAU OF LAND MANAGEMENT, THE STATE OF ALASKA, AND BERING STRAITS NATIVE CORPORATION.

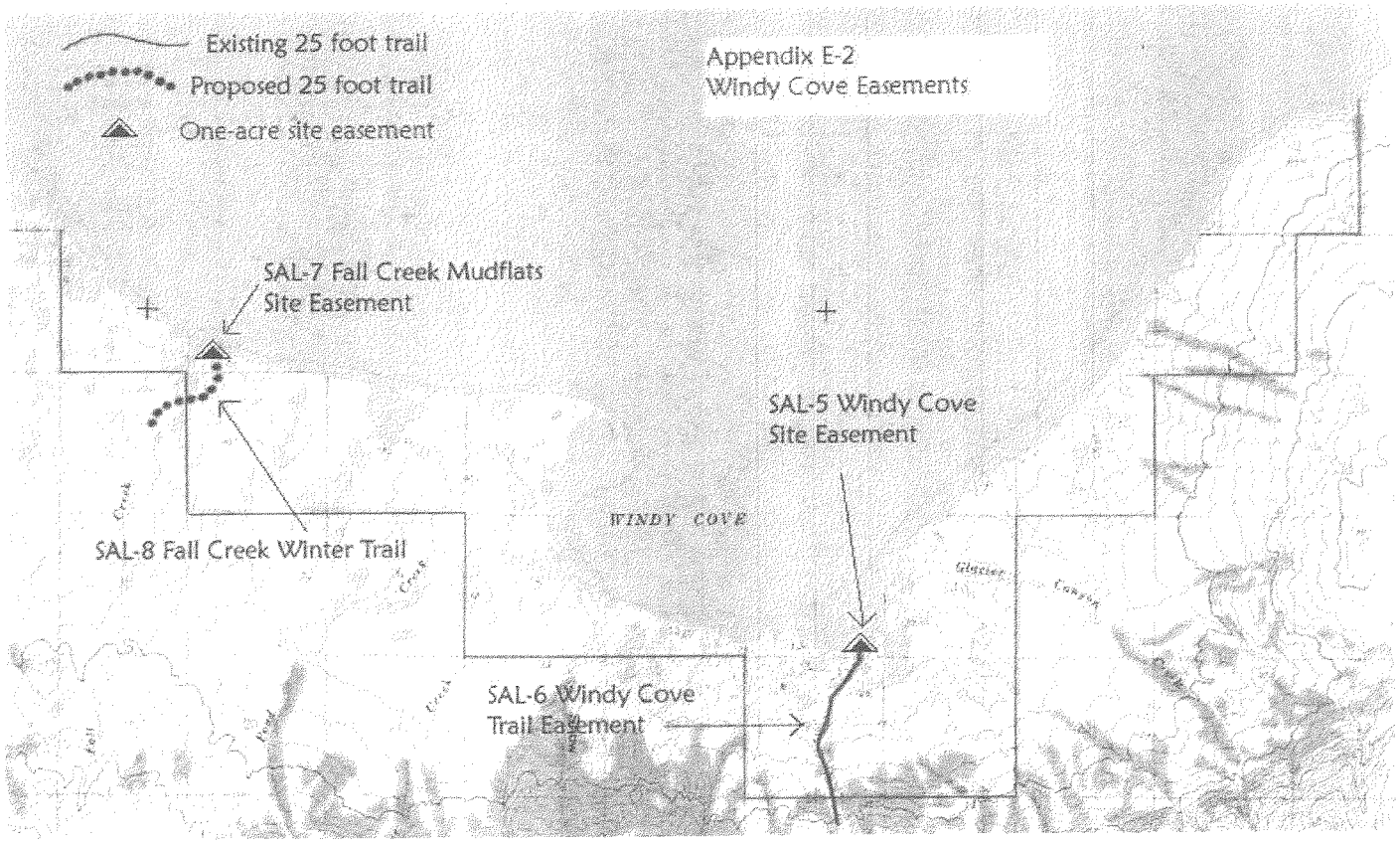
(a) Ratification of Agreement.—

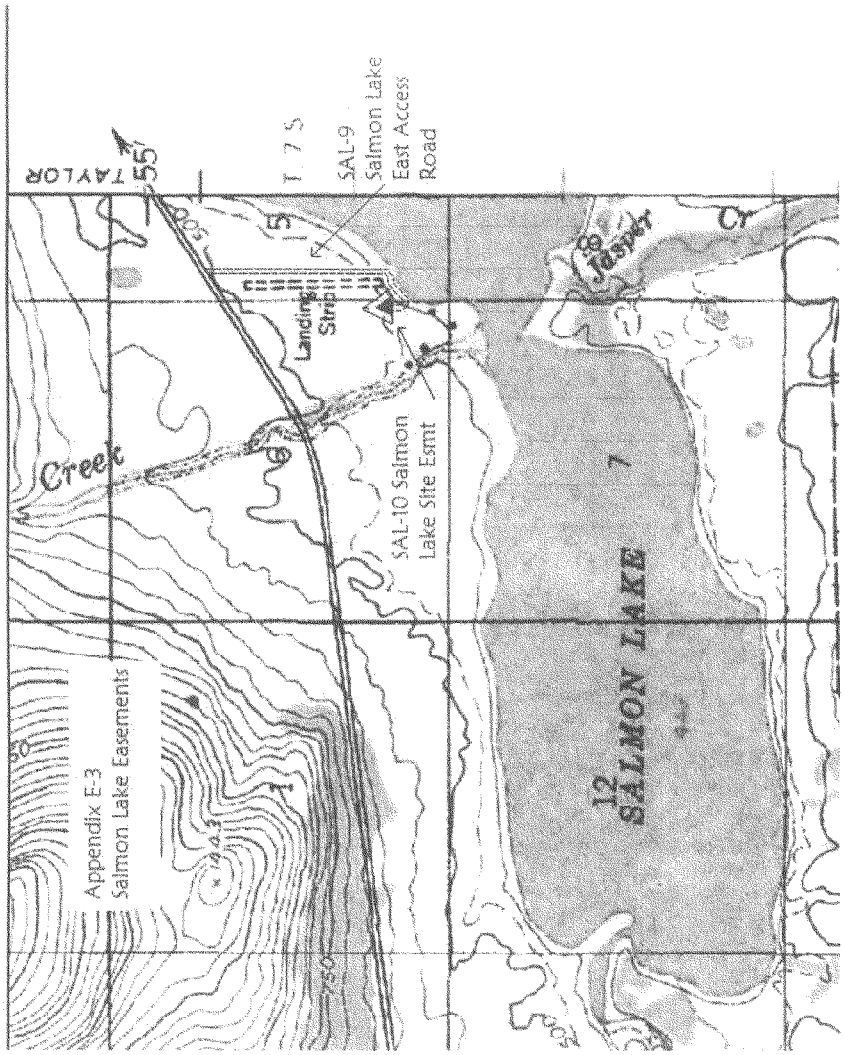
(1) In general.—The terms, conditions, covenants, and procedures set forth in the document entitled "Salmon Lake Area Land Ownership and Consolidation Agreement", which was executed by the United States Bureau of Land Management, the State of Alaska, and Bering Straits Native Corporation, effective July 18, 2007 (hereinafter in this Act referred to as the "Agreement"), are hereby incorporated in this section, and are ratified, as to the duties and obligations of the United States, the State of Alaska, and Bering Straits Native Corporation, as a matter of Federal law.

(2) Agreement controls.—In the event any of the terms of the Agreement conflict with any other provision of law, the terms of the Agreement shall be controlling.

(b) Authorization of Actions.—The Secretary of the Interior is authorized to take all actions permitted or required under the terms of the Agreement.


Appendix E-1
Imuruk Basin Easements
Legend:
25-foot existing trail esmt
25-foot proposed trail esmt
one-acre site easement
area to be conveyed to
BSNC
SAL-3 Agiapuk River
North-South
Winter Trail
SAL-4 Agiapuk River
East-West Winter Trail
AGIAPUK
RIVER
SAL-1 Teller-Pilgrim Hot Springs
Winter Trail
SAL-2 Imuruk Basin-
Agiapuk River Site


Existing 25 foot trail
Proposed 25 foot trail
One-acre site easement
Appendix E-2
Windy Cove Easements
SAL-7 Fall Creek Mudflats
Site Easement
SAL-5 Windy Cove
Site Easement
WINDY COVE
SAL-8 Fall Creek Winter Trail
SAL-6 Windy Cove
Trail Easement


Appendix E-3
Salmon Lake Easements
TAYLOR
Creek
Landing Strip
SAL-9
Salmon Lake
East Access
Road
T 7 S
SAL-10 Salmon
Lake Site Esmt
12
SALMON LAKE
7
Jasper
Cr

Salmon Lake Land Ownership Consolidation Agreement

Amendment

This Amendment, entered into effective the 1st day of January 2009, is by the United States of America (hereinafter United States), acting through the Department of the Interior, Bureau of Land Management (BLM), Alaska State Office, the State of Alaska (hereinafter the State), acting through the Department of Natural Resources (DNR), and Bering Straits Native Corporation (hereinafter BSNC), an Alaskan Native regional corporation. BLM, DNR, and BSNC are collectively referred to as "the Parties."

This document amends the agreement between the parties titled "Salmon Lake Land Ownership Consolidation Agreement" entered into on the 18th day of July, 2007, and hereinafter referred to as "the Agreement."

WHEREAS, Paragraph 7(b) of the Agreement provides the right to extend the term of the agreement if the Parties agree, and

WHEREAS, Congress has not enacted legislation authorizing and ratifying the Agreement, but is expected to do so in 2009, and

WHEREAS, all the Parties mutually agree that the Agreement shall be extended for an additional period.

NOW THEREFORE, in consideration of the foregoing, the Parties covenant and agree that Paragraph 7 of the Agreement shall be replaced and amended as follows,

> This Agreement shall expire on January 1, 2011, unless either (a) the condition precedent set forth in Par. 2 above has been satisfied on or before December 31, 2010, or (b) the parties agree in writing to extend the term of this Agreement. If the condition precedent set forth in Par. 2 above is satisfied prior to any expiration of this Agreement, then this Agreement shall remain in full force and effect until each party has satisfied all of its obligations hereunder.

For the purpose of expediting execution of this Amendment, it may be signed in separate counterparts. When all parties have so signed, the separate counterparts shall be deemed a single Amendment.

Each of the persons signing below represents that he or she has legal authority to execute this Agreement on behalf of his or her respective agency or corporation.

UNITED STATES

By:_____

Ramona Chinn
Acting State Director

STATE OF ALASKA

By:_____

Thomas E. Irwin
Commissioner, Department of Natural Resources

BERING STRAITS NATIVE CORPORATION

By:_____

Tim Towarak
President

Each of the persons signing below represents that he or she has legal authority to execute this Agreement on behalf of his or her respective agency or corporation.

UNITED STATES

By: Ramona Chinn

Ramona Chinn
Acting State Director

STATE OF ALASKA

By:_____

Thomas E. Irwin
Commissioner, Department of Natural Resources

BERING STRAITS NATIVE CORPORATION

By:_____

Tim Towarak
President

Each of the persons signing below represents that he or she has legal authority to execute this Agreement on behalf of his or her respective agency or corporation.

UNITED STATES

By:_____

Thomas P. Lonnie

State Director

STATE OF ALASKA

By:_____

Thomas E. Irwin

Commissioner, Department of Natural Resources

BERING STRAITS NATIVE CORPORATION

By:_____

Tim Towarak

President