

1 to any prior withdrawals made by the Secretary pursuant to
2 subsection 17(d)(1) of the Alaska Native Claims Settlement
3 Act and the provisions of section 906(k) of this Act.

4 (f) Any selection pursuant to section 14(h)(8) of the
5 Alaska Native Claims Settlement Act of any land withdrawn
6 by subsection (a) of this section shall preempt any prior selec-
7 tion by Bering Straits Native Corporation under any other
8 authority of the same lands. Failure to select any particular
9 lands withdrawn by subsection (a) of this section under sec-
10 tion 14(h)(8) of the Alaska Native Claims Settlement Act will
11 not affect any prior valid selection under section 14(h)(1) of
12 the Alaska Native Claims Settlement Act but such prior se-
13 lection shall be adjudicated and conveyed, if valid, pursuant
14 to the Alaska Native Claims Settlement Act and any applica-
15 ble regulations.

16 EKLUTNA VILLAGE CORPORATION LANDS

17 SEC. 928. EKLUTNA-STATE AGREEMENTS AND NEGOTIATIONS.—(a) The purpose of this section is to provide for
18 the settlement of certain claims and litigation, and in so doing
19 to consolidate ownership among the United States, the State
20 of Alaska, the Municipality of Anchorage, Eklutna, Incorporated, and Cook Inlet Region, Incorporated, thereby facilitat-
21 ing land management, a fair implementation of the Alaska
22 Native Settlement Act, the protection of State public park
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1 lands and resources, and appropriate development patterns in
2 and about Anchorage, Alaska.

3 (b) The Secretary shall make conveyances and accept
4 relinquishments of selections in accordance with the specific
5 terms, conditions, covenants, reservations, and other restric-
6 tions set forth in any agreement respecting the lands de-
7 scribed in subparagraph (1) below, executed by the State of
8 Alaska, by the Municipality of Anchorage, and by Eklutna,
9 Incorporated, and hereafter submitted to the Senate Commit-
10 tee on Energy and Natural Resources and the House Com-
11 mittee on Interior and Insular Affairs and filed with the Sec-
12 retary, the execution and implementation of which agreement
13 are hereby authorized as to those duties and obligations of
14 the United States, the State of Alaska, the Municipality of
15 Anchorage, and Eklutna, Incorporated, which arise under
16 Federal law: *Provided, however,* That any conveyance under
17 such agreement of lands to Eklutna, Incorporated, shall be
18 only of the surface estate, with a subsequent conveyance to
19 Cook Inlet Region, Incorporated, of the subsurface estate ex-
20 cept as otherwise provided in subsection (h). In aid thereof:

21 (1) The following lands located within the townships de-
22 scribed in sections 11(a) (1) and (2) of the Alaska Native
23 Claims Settlement Act with respect to the Native Village of
24 Eklutna are withdrawn, subject to valid existing rights, from
25 all forms of appropriation under the public land laws, includ-

1 ing the mining and mineral leasing laws, and including Public
2 Law 94-204, except section 12 thereof, and from selection
3 under the Alaska Statehood Act, or any statutes authorizing
4 selections by the State of Alaska, all as heretofore amended:

5 (A) lands withdrawn or reserved for national de-
6 fense purposes; and

7 (B) lands determined by the Secretary under sec-
8 tion 3(e)(1) of the Alaska Native Claims Settlement
9 Act not to be public lands for purposes of the Alaska
10 Native Claims Settlement Act.

11 This withdrawal and the agreement shall not affect the ad-
12 ministrative jurisdiction of the Department of Defense or any
13 other holding agency over the lands withdrawn, but all forms
14 of disposition other than in accordance with this section and
15 the agreement are prohibited: *Provided*, That the foregoing
16 to the contrary notwithstanding, ^{only lands placed} prior to July 15, 1979,

17 ~~lands may be placed~~ in the pool contemplated by part I.C.(2)
18 of the document entitled "Terms and Conditions for Land
19 Consolidation and Management in the Cook Inlet Area as

20 clarified 8-31-76" ^{and} but only to the extent authorized ~~on the~~
21 effective date of this Act by that document under section 12
22 of Public Law 94-204 as amended ^{before July 15, 1979} ~~heretofore~~ and in accord-

23 ance with the procedures and with the consents and appro-
24 vals required by laws, regulations and Executive orders in
25 effect ^{on such} immediately prior to the effective date of ^{placement} ~~this Act~~; if

may be selected by Cook Inlet Region, Incorporated,
free of the effects of The agreement pursuant to
this section

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1 the lands^{so} placed in that pool are not thereafter selected in
2 accordance with part I.C.(2) of that document any agreement
3 pursuant to this section shall govern: *Provided further*, That
4 neither the revocation of certain withdrawals of lands made
5 by subsection (b) effective upon the filing of the agreement,
6 nor the expiration of the withdrawal made by subsection (b)
7 in the event no agreement is reached, shall be deemed an
8 action causing those lands affected thereby to be subject to
9 disposition under such section 12 of Public Law 94-204. The
10 withdrawal made by this subsection (b) will expire March 15,
11 ~~1980~~¹⁹⁸², if an executed agreement described in this section is
12 not filed by the parties thereto on or before that date with the
13 Secretary in the Alaska State Office of the Bureau of Land
14 Management; but if an agreement is so executed, rights
15 under the agreement vest as of the effective date of this Act,
16 and this withdrawal shall become permanent, except as oth-
17 erwise provided in the agreement. The agreement shall not
18 impose upon the United States obligations or outlays of
19 funds, except as reasonable in the ordinary course of busi-
20 ness, or impose any procedural requirements or require the
21 reassignment of personnel; and any of its provisions to the
22 extent to the contrary shall be void as against the Secretary.

23 (2) Upon termination or revocation of any national de-
24 fense withdrawal or reservation or of any other withdrawal in
25 effect December 19, 1971, respecting lands described in sub-

1 section (b)(1), or upon declaration of their excess status in 1
2 whole or in part, whichever first occurs, but not before, and 2
3 from time to time, the lands excessed or as to which the 3
4 withdrawal is terminated or revoked shall be conveyed to 4
5 Eklutna, Incorporated, as to the surface estate and Cook 5
6 Inlet Region, Incorporated as to the subsurface estate, or to 6
7 the State of Alaska (for reconveyance by the State of Alaska 7
8 in whole or in part to the Municipality of Anchorage), as may 8
9 be provided in the agreement described in this subsection; 9
10 *Provided, however,* That such conveyance shall not be made 10
11 of lands in the pool established under part I.C.(2) of the docu- 11
12 ment entitled "Terms and Conditions for Land Consolidation 12
13 and Management in the Cook Inlet Area as clarified 13
14 8-31-76" under section 12 of Public Law 94-204 as amend- 14
15 ment heretofore, unless and until removed from that pool in 15
16 accordance with such part I.C.(2). This section and the 16
17 agreement shall preempt the procedures of the Federal Prop- 17
18 erty Act (40 U.S.C. 471, et seq., and of 41 C.F.R. 18
19 101-47.000 et seq.), (other than as to fixtures and personal- 19
20 ty) and the preference right for State selection of section 6(g) 20
21 of the Alaska Statehood Act. The conveyances to Eklutna, 21
22 Incorporated, of lands withdrawn by this subsection called for 22
23 by the agreement shall not be subject to section 1613(c) of 23
24 title 43, United States Code. This section shall revoke PLO 24
25 5187 as it pertains to any lands withdrawn by this subsection 25

1 and any power project withdrawals other than Power Project
2 350 as to such lands, effective upon the date of filing of the
3 agreement. Lands conveyed to the State of Alaska, the sur-
4 face estate of lands conveyed to Eklutna, Incorporated, and
5 the subsurface estate conveyed to Cook Inlet Region, Incor-
6 porated, pursuant to this section and the agreement, shall be
7 charged against their respective entitlements under sections
8 12 and 14 of the Alaska Native Claims Settlement Act and
9 be considered conveyed and received pursuant to such Act,
10 and section 6 of the Alaska Statehood Act or section 906(c)
11 of this Act.

12 (c) If an agreement to the following effect executed by
13 the State of Alaska and Eklutna, Incorporated, is hereafter
14 filed with the Secretary in the Alaska State Office of the
15 Bureau of Land Management on or before April 2, ¹⁹⁸²~~1980~~, the
16 public lands as defined in the Settlement Act, located within
17 township 17 north, range 3 east, Seward Meridian, Alaska,
18 shall be deemed to have been withdrawn pursuant to section
19 11(a) of the Alaska Native Claims Settlement Act as of De-
20 cember 18, 1971, and, selection heretofore made by Eklutna,
21 Incorporated, with respect to lands therein shall be processed
22 by the Secretary as though said selections had been made
23 within a township heretofore validly withdrawn pursuant to
24 section 11(a) of such Act. If no such agreement is filed, this
25 subsection shall not be held to affect the validity or invalidity

1 of such selections. Whether or not any agreement is filed,
 2 this subsection shall not be held to affect the validity or inva-
 3 lidity of any third party interest heretofore created by the
 4 State of Alaska.

5 (d) Notwithstanding other provisions of this Act, the
 6 State and Eklutna, Incorporated, are each authorized to re-
 7 linquish, in whole or in part, pursuant to either or both of the
 8 agreements contemplated by subsections (b) and (c) of this
 9 section; any one or more land selections affecting lands to be
 10 conveyed under the agreement to the other whether or not
 11 such selections have been previously approved or tentatively
 12 approved. The lands affected by the State selections so relin-
 13 quished shall be deemed public lands as of December 18,
 14 1971, as that term is defined in the Alaska Native Claims
 15 Settlement Act.

16 (e) Eklutna, Incorporated, and the Secretary shall stipu-
 17 late to dismiss cause number A-78-24 Civil in the United
 18 States District Court for the District of Alaska, when the
 19 Secretary tenders to Eklutna, Incorporated, a conveyance of
 20 all lands in township 17 north, range 3 east, Seward Merid-
 21 ian, which are to be conveyed to Eklutna, Incorporated,
 22 under the agreement referred to in subsection (c).

23 (f) Eklutna, Incorporated, and the Secretary shall stipu-
 24 late to dismiss cause number A-78-192 Civil in the United
 25 States District Court for the District of Alaska except as to

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1 the lands affected thereby which under the agreement re-
2 ferred to in subsection (b) are to remain in litigation in that
3 cause, if any, when the Secretary tenders to Eklutna, Incor-
4 porated, a conveyance of all those lands which under the
5 agreement the State agrees are to be conveyed to Eklutna,
6 Incorporated, from among those selected at one time by the
7 State under the authority of the Mental Health Enabling Act
8 of 1956 (70 Stat. 709).

9 (g) The Secretary shall convey to Eklutna, Incorporat-
10 ed, ~~as required by section 14 of the Alaska Native Claims~~
11 ~~Settlement Act, an acreage amount of its selections including~~
12 ~~also selections which after its relinquishments pursuant to the~~
13 ~~agreement appear necessary under this Act, equal to its enti-~~
14 ~~tlement under sections 14 and 12(b) of the Settlement Act,~~
15 without regard to the acreage or interests which may ulti-
16 mately be conveyed to Eklutna, Incorporated, under the
17 agreement from within lands withdrawn by subsection (b).
18 The agreement shall, however, require Eklutna, Incorporat-
19 ed, to subject to the land bank provisions of section 1102 of
20 this Act one or more compact tracts of lands of at least equal
21 acreage to that ultimately to be conveyed to Eklutna, Incor-
22 porated, under the agreement from those withdrawn by sub-
23 section (b) of this section. The agreement shall require Ek-
24 lutna, Incorporated, to reconvey to the State lands from
25 those subject to the land bank provisions, in an amount pro-

1 vided by the agreement, upon the occasion of each receipt of 1
2 lands by Eklutna, Incorporated, from among those with- 2
3 drawn by subsection (b) of this section. Lands received by the 3
4 State in such a reconveyance from Eklutna, Incorporated, 4
5 shall be charged, to the extent of the acreage received by 5
6 Eklutna, Incorporated, in the relevant conveyance to it, 6
7 against the State's entitlement under section 6 of the Alaska 7
8 Statehood Act. If thereby the State receives more than its 8
9 entitlements under the Act elected, it shall reconvey to the 9
10 United States a compact tract of unencumbered State lands 10
11 of equal acreage contiguous to lands belonging to the United 11
12 States. Eklutna, Incorporated, shall also ~~be~~ subject to the 12
13 Land Bank provisions of section 1102 of this Act, once an 13
14 agreement under subsection (c) exists and thereafter from 14
15 time to time, one or more compact tracts which equals the 15
16 acreage amount by which Eklutna, Incorporated's entitle- 16
17 ment would be over satisfied considering the acreage already 17
18 conveyed to Eklutna, Incorporated; to the extent such a risk 18
19 of over entitlement abates the lands may be withdrawn from 19
20 the Land Bank in the manner provided in section 1102 of this 20
21 Act. 21

22 (h) In the event that Eklutna, Incorporated, receives a 22
23 conveyance from the United States of the surface estate in 23
24 lands withdrawn by subsection (b) of this section pursuant to 24
25 the agreement authorized in that subsection, and if a recon- 25

1 conveyance is thereby occasioned from Eklutna, Incorporated, to
2 the State of the surface estate in land subject to the land
3 bank provisions of this Act, a conveyance of the subsurface
4 estate in the lands conveyed to Eklutna, Incorporated, shall
5 be withheld until the Secretary ascertains to whom the sub-
6 surface estate is to be conveyed under this subsection. The
7 entity owning the subsurface estate in those reconveyed
8 lands shall retain that interest, unless it in the agreement or
9 separately consents to convey the same to the State. In the
10 event such entity so consents to convey the subsurface to the
11 State, the Secretary shall convey the subsurface estate in the
12 lands conveyed to Eklutna, Incorporated, to that entity; if
13 such entity does not so consent, the subsurface estate in the
14 lands conveyed to Eklutna, Incorporated, shall be conveyed
15 to the State.

16 EKLUTNA-STATE-ANCHORAGE AGREEMENT

17 SEC. 929. (a) PURPOSE.—The purpose of this section is
18 to provide for the settlement of certain claims and litigation,
19 and in so doing to implement section 14 of the Alaska Native
20 Claims Settlement Act under the unique circumstances of the
21 Native Village of Eklutna, with respect to the municipality of
22 Anchorage.

23 (b) REFERENCE DOCUMENT.—The terms, conditions,
24 procedures, covenants, reservations, and other restrictions
25 set forth in the document entitled "Agreement of Compro-

1 mise and Settlement” submitted to the Senate Committee on
 2 Energy and Natural Resources and the House Committee on
 3 Interior and Insular Affairs, executed by Eklutna, Incorpo-
 4 rated, and the municipality of Anchorage, acting by its
 5 mayor, and to be executed by the State of Alaska, acting by
 6 the commissioner of the department of community and re-
 7 gional affairs, are hereby ratified as to the rights, duties, and
 8 obligations of the State of Alaska, the municipality of An-
 9 chorage, and Eklutna, Incorporated, which arise among them
 10 under section 14(c) (2) and (3) of the Alaska Native Claims
 11 Settlement Act, and Eklutna, Incorporated, is discharged ac-
 12 cordingly from the requirements of section 14(c)(3) of such
 13 Act as to all lands heretofore selected by it.

14 (c) CONDITION.—If, for any reason, the foregoing
 15 agreement is not ~~ratified by the Anchorage Assembly, and~~
 16 ~~executed by the State of Alaska on or before January 2,~~
 17 ~~1980~~, this section shall be of no force and effect.

18 KONIAG VILLAGE AND REGIONAL CORPORATION LANDS

19 SEC. 930. (a) As used in this section, the term—

20 (1) “Afognak Island” means Afognak Island, and Bear,
 21 Teck, Hogg, and Murphy Islands, above the line of mean
 22 high tide within the exterior boundaries of the Chugach Na-
 23 tional Forest.

24 (2) “Deficiency village acreage on the Alaska Peninsu-
 25 la” means the aggregate number of acres of public land to

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