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ANAKTUVUK PASS LAND EXCHANGE AND WILDERNESS
REDESIGNATION ACT OF 1995

APRIL 18, 1995.—Ordered to be printed

Filed under authority of the order of the Senate of April 6 (legislative day,
April 5), 1995

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

REPORT

together with

MINORITY VIEWS

[To accompany S. 719]

The Committee on Energy and Natural Resources having considered the same, reports favorably thereon an original bill (S. 719) to provide for the conservation, management, and administration of certain parks, forests and other areas, and for other purposes, and recommends that the bill do pass.

The text of the bill is as follows:

**TITLE I—ANAKTUVUK PASS LAND EX-
CHANGE AND WILDERNESS REDESIG-
NATION**

SEC. 101. SHORT TITLE.

This title may be cited as the “Anaktuvuk Pass Land Exchange and Wilderness Redesignation Act of 1995”.

SEC. 102. FINDINGS.

The Congress makes the following findings:

(1) The Alaska National Interest Lands Conservation Act (94 Stat. 2371), enacted on December 2, 1980, established Gates of the Arctic National Park and Preserve and Gates of the Arctic Wilderness. The village of Anaktuvuk Pass, located in the highlands of the central Brooks Range, is virtually surrounded by these national park and wilderness lands and is the only Native village located within the boundary of a National Park System unit in Alaska.

(2) Unlike most other Alaskan Native communities, the village of Anaktuvuk Pass is not located on a major river, lake, or coastline that can be used as a means of access. The residents of Anaktuvuk Pass have relied increasingly on snow machines in winter and all-terrain vehicles in summer as their primary means of access to pursue caribou and other subsistence resources.

(3) In a 1983 land exchange agreement, linear easements were reserved by the Inupiat Eskimo people for use of all-terrain vehicles across certain national parklands, mostly along stream and river banks. These linear easements proved unsatisfactory, because they provided inadequate access to subsistence resources while causing excessive environmental impact from concentrated use.

(4) The National Park Service and the Nunamiut Corporation initiated discussions in 1985 to address concerns over the use of all-terrain vehicles on park and wilderness land. These discussions resulted in an agreement, originally executed in 1992 and thereafter amended in 1993 and 1994, among the National Park Service, Nunamiut Corporation, the City of Anaktuvuk Pass, and Arctic Slope Regional Corporation. Full effectuation of this agreement, as amended, by its terms requires ratification by the Congress.

SEC. 103. RATIFICATION OF AGREEMENT.

(a) RATIFICATION.—

(1) **IN GENERAL.**—The terms, conditions, procedures, covenants, reservations and other provisions set forth in the document entitled “Donation, Exchange of Lands and Interests in Lands and Wilderness Redesignation Agreement Among Arctic Slope Regional Corporation, Nunamiut Corporation, City of Anaktuvuk Pass and the United States of America” (hereinafter referred to in this title as “the Agreement”), executed by the parties on December 17, 1992, as amended, are hereby incorporated in this title, are ratified and confirmed, and set forth the obligations and commitments of the United States, Arctic Slope Regional Corporation, Nunamiut Corporation and the City of Anaktuvuk Pass, as a matter of Federal law.

(2) **LAND ACQUISITION.**—Lands acquired by the United States pursuant to the Agreement shall be administered by the Secretary of the Interior (hereinafter re-

ferred to as the “Secretary”) as part of Gates of the Arctic National Park and Preserve, subject to the laws and regulations applicable thereto.

(b) MAPS.—The maps set forth as Exhibits C1, C2, and D through I to the Agreement depict the lands subject to the conveyances, retention of surface access rights, access easements and all-terrain vehicle easements. These lands are depicted in greater detail on a map entitled “Land Exchange Actions, Proposed Anaktuvuk Pass Land Exchange and Wilderness Redesignation, Gates of the Arctic National Park and Preserve”, Map No. 185/80,039, dated April 1994, and on file at the Alaska Regional Office of the National Park Service and the offices of Gates of the Arctic National Park and Preserve in Fairbanks, Alaska. Written legal descriptions of these lands shall be prepared and made available in the above offices. In case of any discrepancies, Map No. 185/80,039 shall be controlling.

SEC. 104. NATIONAL PARK SYSTEM WILDERNESS.

(a) GATES OF THE ARCTIC WILDERNESS.—

(1) REDESIGNATION.—Section 701(2) of the Alaska National Interest Lands Conservation Act (94 Stat. 2371, 2417) establishing the Gates of the Arctic Wilderness is hereby amended with the addition of approximately 56,825 acres as wilderness and the rescission of approximately 73,993 acres as wilderness, thus revising the Gates of the Arctic Wilderness to approximately 7,034,832 acres.

(2) MAP.—The lands redesignated by paragraph (1) are depicted on a map entitled “Wilderness Actions, Proposed Anaktuvuk Pass Land Exchange and Wilderness Redesignation, Gates of the Arctic National Park and Preserve”, Map No. 185/80,040, dated April 1994, and on file at the Alaska Regional Office of the National Park Service and the office of Gates of the Arctic National Park and Preserve in Fairbanks, Alaska.

(b) NOATAK NATIONAL PRESERVE.—Section 201(8)(a) of the Alaska National Interest Land Conservation Act (94 Stat. 2380) is amended by—

(1) striking “approximately six million four hundred and sixty thousand acres” and inserting in lieu thereof “approximately 6,477,168 acres”; and

(2) inserting “and the map entitled ‘Noatak National Preserve and Noatak Wilderness Addition’ dated September 1994” after “July 1980”.

(c) NOATAK WILDERNESS.—Section 701(7) of the Alaska National Interest Lands Conservation Act (94 Stat. 2417) is amended by striking “approximately five million eight hundred thousand acres” and inserting in lieu thereof “approximately 5,817,168 acres”.

SEC. 105. CONFORMANCE WITH OTHER LAW.

(a) ALASKA NATIVE CLAIMS SETTLEMENT ACT.—All of the lands, or interests therein, conveyed to and received by

Arctic Slope Regional Corporation or Nunamiut Corporation pursuant to the Agreement shall be deemed conveyed and received pursuant to exchanges under section 22(f) of the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, 1621(f)). All of the lands or interests in lands conveyed pursuant to the Agreement shall be conveyed subject to valid existing rights.

(b) ALASKA NATIONAL INTEREST LANDS CONSERVATION ACT.—Except to the extent specifically set forth in this title or the Agreement, nothing in this title or in the Agreement shall be construed to enlarge or diminish the rights, privileges, or obligations of any person, including specifically the preference for subsistence uses and access to subsistence resources provided under the Alaska National Interest Lands Conservation Act (16 U.S.C. 3101 et seq.).

TITLE II—ALASKA PENINSULA SUBSURFACE CONSOLIDATION

SEC. 201. SHORT TITLE.

This title may be cited as the “Alaska Peninsula Subsurface Consolidation Act of 1995”.

SEC. 202. DEFINITIONS.

As used in this title:

(1) AGENCY.—The term agency—

(A) means—

(i) any instrumentality of the United States;
and

(ii) any Government corporation (as defined in section 9101(1) of title 31, United States Code); and

(B) includes any element of an agency.

(2) ALASKA NATIVE CORPORATION.—The term “Alaska Native Corporation” has the same meaning as is provided for “Native Corporation” in section 3(m) of the Alaska Native Claims Settlement Act (43 U.S.C. 1602(m)).

(3) KONIAG.—The term “Koniag” means Koniag, Incorporated, which is a Regional Corporation.

(4) KONIAG ACCOUNT.—The term “Koniag Account” means the account established under section 204.

(5) PROPERTY.—The term “property” has the same meaning as is provided in section 12(b)(7)(vii) of Public Law 94-204 (43 U.S.C. 1611 note).

(6) REGIONAL CORPORATION.—The term “Regional Corporation” has the same meaning as is provided in section 3(g) of the Alaska Native Claims Settlement Act (43 U.S.C. 1602(g)).

(7) SECRETARY.—Except as otherwise provided, the term “Secretary” means the Secretary of the Interior.

(8) SELECTION RIGHTS.—The term “selection rights” means those rights granted to Koniag, pursuant to subsections (a) and (b) of section 12, and section

14(h)(8), of the Alaska Native Claims Settlement Act (43 U.S.C. 1611 and 1613(h)(8)), to receive title to the oil and gas rights and other interests in the subsurface estate of the approximately 275,000 acres of public lands in the State of Alaska identified as "Koniag Selections" on the map entitled "Koniag Interest Lands, Alaska Peninsula", dated May 1989.

SEC. 203. ACQUISITION OF KONIAG SELECTION RIGHTS.

(a) The Secretary shall determine, pursuant to subsection (b) hereof, the value of Selection Rights which Koniag possesses within the boundaries of Aniakchak National Monument and Preserve, Alaska Peninsula National Wildlife Refuge, and Becharof National Wildlife Refuge.

(b) VALUE.—

(1) IN GENERAL.—The value of the selection rights shall be equal to the fair market value of—

(A) the oil and gas interests in the lands or interests in lands that are the subject of the selection rights; and

(B) in the case of the lands or interests in lands for which Koniag is to receive the entire subsurface estate, the subsurface estate of the lands or interests in lands that are the subject of the selection rights.

(2) APPRAISAL.—

(A) SELECTION OF APPRAISER.—

(i) IN GENERAL.—Not later than 90 days after the date of enactment of this title, the Secretary and Koniag shall meet to select a qualified appraiser to conduct an appraisal of the selection rights. Subject to clause (ii), the appraiser shall be selected by the mutual agreement of the Secretary and Koniag.

(ii) FAILURE TO AGREE.—If the Secretary and Koniag fail to agree on an appraiser by the date that is 60 days after the date of the initial meeting referred to in clause (i), the Secretary and Koniag shall, by the date that is not later than 90 days after the date of the initial meeting, each designate an appraiser who is qualified to perform the appraisal. The 2 appraisers so identified shall select a third qualified appraiser who shall perform the appraisal.

(B) STANDARDS AND METHODOLOGY.—The appraisal shall—

(i) be conducted in conformity with the standards of the Appraisal Foundation (as defined in section 1121(9) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 3350(9)); and

(ii) utilize risk adjusted discounted cash flow methodology.

(C) SUBMISSION OF APPRAISAL REPORT.—Not later than 180 days after the selection of an appraiser pursuant to subparagraph (A), the appraiser shall submit to the Secretary and to Koniag a written appraisal report specifying the value of the selection rights and the methodology used to arrive at the value.

(3) DETERMINATION OF VALUE.—

(A) DETERMINATION BY THE SECRETARY.—Not later than 60 days after the date of the receipt of the appraisal report under paragraph (2)(C), the Secretary shall determine the value of the selection rights and shall notify Koniag of the determination.

(B) ALTERNATIVE DETERMINATION OF VALUE.—

(i) IN GENERAL.—Subject to clause (ii), if Koniag does not agree with the value determined by the Secretary under subparagraph (A), the procedures specified in section 206(d) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716(d)) shall be used to establish the value.

(ii) AVERAGE VALUE LIMITATION.—The average value per acre of the selection rights shall not be more than \$300.

SEC. 204. KONIAG ACCOUNT.

(a) IN GENERAL.—

(1) The Secretary shall enter into negotiations for an agreement or agreements to exchange Federal lands or interests therein which are in the State of Alaska for the Koniag Selection Rights referred to in section 203.

(2) If the value of the Federal lands to be exchanged is less than the value of the Koniag Selection Rights established in section 203, then the Secretary may exchange the Federal lands for an equivalent portion of the Koniag Selection Rights. The remaining selection rights shall remain available for additional exchanges.

(3) For purposes of this section, the term “Federal lands” means lands or interests therein located in Alaska, administered by the Secretary and the title to which is in the United States but excluding all lands and interests therein which are located within a conservation system unit as defined in the Alaska National Interest Lands Conservation Act section 102(4).

(b) ACCOUNT.—

(1) IN GENERAL.—With respect to any Koniag Selection Rights for which an exchange has not been completed by October 1, 2004 (hereafter in this section referred to as “remaining selection rights”), the Secretary of the Treasury, in consultation with the Secretary, shall, notwithstanding any other provision of law, establish in the Treasury of the United States, an account to be known as the Koniag Account. Upon the relinquishment of the remaining selection rights to the

United States, the Secretary shall credit the Koniag Account in the amount of the appraised value of the remaining selection rights.

(2) INITIAL BALANCE.—The initial balance of the Koniag Account shall be equal to the value of the selection rights as determined pursuant to section 203(b).

(3) USE OF ACCOUNT.—

(A) IN GENERAL.—Amounts in the Koniag Account shall—

(i) be made available by the Secretary of the Treasury to Koniag for bidding on and purchasing property sold at public sale, subject to the conditions described in this paragraph; and

(ii) remain available until expended.

(B) ASSIGNMENT.—

(i) IN GENERAL.—Subject to clause (ii) and notwithstanding any other provision of law, the right to request the Secretary of the Treasury to withdraw funds from the Koniag Account shall be assignable in whole or in part by Koniag.

(ii) NOTICE OF ASSIGNMENT.—No assignment shall be recognized by the Secretary of the Treasury until Koniag files written notice of the assignment with the Secretary of the Treasury and the Secretary.

(C) BIDDING AND PURCHASING.—

(i) IN GENERAL.—Koniag may use the Koniag Account to—

(I) bid, in the same manner as any other bidder, for any property at any public sale by an agency; and

(II) purchase the property in accordance with applicable laws, including the regulations of the agency offering the property for sale.

(ii) REQUIREMENTS FOR AGENCIES.—In conducting a transaction described in clause (i), an agency shall accept, in the same manner as cash, an amount tendered from the Koniag Account.

(iii) ADJUSTMENT OF BALANCE.—The Secretary of the Treasury shall adjust the balance of the Koniag Account to reflect each transaction under clause (i).

(4) SPECIAL PROCEDURES.—The Secretary of the Treasury, in consultation with the Secretary, shall establish procedures to permit the Koniag Account to—

(A) receive deposits;

(B) make deposits into escrow when an escrow is required for the sale of any property; and

(C) reinstate to the Koniag Account any unused escrow deposits if a sale is not consummated.

(c) TREATMENT OF AMOUNTS FROM ACCOUNT.—The Secretary of the Treasury shall—

(1) deem as a cash payment any amount tendered from the Koniag Account and received by an agency as a proceed from a public sale of property; and

(2) make any transfer necessary to permit the agency to use the proceed in the event an agency is authorized by law to use the proceed for a specific purpose.

(d) REQUIREMENT FOR THE ADMINISTRATION OF SALES.—

(1) IN GENERAL.—Subject to paragraph (2), the Secretary of the Treasury and the heads of agencies shall administer sales described in subsection (a)(3)(C) in the same manner as is provided for any other Alaska Native Corporation that—

(A) is authorized by law as of the date of enactment of this title; and

(B) has an account similar to the Koniag Account for bidding on and purchasing property sold for public sale.

(2) PROHIBITION.—Amounts in an account established for the benefit of a specific Alaska Native Corporation may not be used to satisfy the property purchase obligations of any other Alaska Native Corporation.

(e) REVENUES.—The Koniag Account shall be deemed to be an interest in the subsurface for purposes of section 7(i) of the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

SEC. 205. CERTAIN CONVEYANCES.

(a) INTERESTS IN LAND.—For the purpose of section 21(c) of the Alaska Native Claims Settlement Act (43 U.S.C. 1620(c)), the following shall be deemed to be an interest in land:

(1) The establishment of the Koniag Account and the right of Koniag to request the Secretary of the Treasury to withdraw funds from the Koniag Account.

(2) The receipt by a Settlement Trust (as defined in section 3(t) of such Act (43 U.S.C. 1602(t)) of a conveyance by Koniag of any right in the Koniag Account.

(b) AUTHORITY TO APPOINT TRUSTEES.—In establishing a Settlement Trust under section 39 of such Act (43 U.S.C. 1629e), Koniag may delegate the authority granted to Koniag under subsection (b)(2) of such section to any entity that Koniag may select without affecting the status of the Settlement Trust under this section.

TITLE III—AMENDMENTS TO ALASKA NATIVE CLAIMS SETTLEMENT ACT

SEC. 301. PURCHASE OF SETTLEMENT COMMON STOCK OF COOK INLET REGION.

(a) IN GENERAL.—Section 7(h) of the Alaska Native Claims Settlement Act (43 U.S.C. 1606(h)) is amended by adding at the end the following:

“(4) COOK INLET REGIONAL CORPORATION.—(A) In this paragraph:

“(i) The term ‘Cook Inlet Regional Corporation’ means Cook Inlet Region, Incorporated.

“(ii) The term ‘nonresident distribution right’ means the right of owners of nonvillage shares to share in distributions made to shareholders pursuant to subsections (j) and (m).

“(iii) The term ‘nonvillage shares’ means shares of Settlement Common Stock owned by stockholders who are not residents of a Native village.

“(iv) The term ‘nonvoting security’ means a security, for only the nonresident rights that attach to a share of Settlement Common Stock, that does not have attached voting rights.

“(B) Cook Inlet Regional Corporation may, by an amendment to its articles of incorporation made in accordance with the voting standards under section 36(d)(1), purchase Settlement Common Stock of Cook Inlet Regional Corporation and all rights associated with the stock from the shareholders of Cook Inlet Regional Corporation in accordance with any provisions included in the amendment that relate to the terms, procedures, number of offers to purchase, and timing of offers to purchase.

“(C) Subject to subparagraph (D), and notwithstanding paragraph (1)(B), the shareholders of Cook Inlet Regional Corporation may, in accordance with an amendment made pursuant to subparagraph (B), sell Settlement Common Stock of the Cook Inlet Regional Corporation to the Corporation.

“(D) No purchase or sale may be made pursuant to this paragraph without the prior approval of the board of directors of Cook Inlet Regional Corporation. Except as provided in subparagraph (E), each purchase and sale made under this paragraph shall be made pursuant to an offer made on the same terms to all holders of Settlement Common Stock of the Cook Inlet Regional Corporation.

“(E) To recognize the different rights that accrue to any class or series of nonvillage shares, an amendment made pursuant to subparagraph (B) shall authorize the board of directors (at the option of the board) to offer to purchase—

“(i) nonvillage shares, including nonresident distribution rights, at a price that includes a premium, in addition to the amount that is offered for the purchase of other village shares of Settlement Common Stock of

- the Cook Inlet Regional Corporation, that reflects the value of the nonresident distribution rights; or
- “(ii) nonvillage shares without the nonresident distribution rights associated with the shares.
- “(F) Any shareholder who accepts an offer made by the board of directors pursuant to subparagraph (E)(ii) shall receive, with respect to each nonvillage share sold by the shareholder to the Cook Inlet Regional Corporation—
- “(i) the consideration for a share of Settlement Common Stock offered to shareholders of village shares; and
- “(ii) a nonvoting security.
- “(G) An amendment made pursuant to subparagraph (B) shall authorize the issuance of a nonvoting security that—
- “(i) shall, for purposes of subsections (j) and (m), be treated as a nonvillage share with respect to—
- “(I) computing distributions under those subsections; and
- “(II) entitling the holder of the share to the proportional share of the distributions made under those subsections;
- “(ii) may be sold to Cook Inlet Regional Corporation; and
- “(iii) shall otherwise be subject to the restrictions under paragraph (1)(B).
- “(H) A share of Settlement Common Stock purchased pursuant to this paragraph shall be canceled on the conditions that—
- “(i) a nonvillage share with the nonresident rights that attach to such a share that is purchased pursuant to this paragraph shall be considered to be—
- “(I) an outstanding share; and
- “(II) for the purposes of subsection (m), a share of stock registered on the books of the Cook Inlet Regional Corporation in the name of a stockholder who is not a resident of a Native village;
- “(ii) any amount of funds that would be distributable with respect to a nonvillage share or nonvoting security pursuant to subsection (j) or (m) shall be distributed by Cook Inlet Regional Corporation to the Corporation; and
- “(iii) a village share that is purchased pursuant to this paragraph shall be considered to be—
- “(I) an outstanding share; and
- “(II) for the purposes of subsection (k), shares of stock registered on the books of the Cook Inlet Regional Corporation in the name of a resident of a Native village.
- “(I) Any offer to purchase Settlement Common Stock made pursuant to this paragraph shall exclude from the offer—
- “(i) any share of Settlement Common Stock held, at the time the offer is made, by an officer (including a member of the board of directors) of Cook Inlet Re-

gional Corporation or a member of the immediate family of the officer; and

“(ii) any share of Settlement Common Stock held by any custodian, guardian, trustee, or attorney representing a shareholder of Cook Inlet Regional Corporation in fact or law, or any other similar person, entity, or representative.

“(J)(i) The board of directors of Cook Inlet Regional Corporation, in determining the terms of an offer to purchase made under this paragraph, including the amount of any premium paid with respect to a nonvillage share, may rely upon the good faith opinion of a recognized firm of investment bankers or valuation experts.

“(ii) Notwithstanding any other law, Cook Inlet Regional Corporation, a member of the board of directors of Cook Inlet Regional Corporation, and any firm or member of a firm of investment bankers or valuation experts who assists in a determination made under this subparagraph shall not be liable for damages resulting from terms made in an offer made in connection with any purchase of Settlement Common Stock if the offer was made—

“(I) in good faith;

“(II) in reliance on a determination made pursuant to clause (i); and

“(III) otherwise in accordance with this paragraph.

“(K) The consideration given for the purchase of Settlement Common Stock made pursuant to an offer to purchase that provides for the consideration may be in the form of cash, securities, or a combination of cash and securities, as determined by the board of directors of Cook Inlet Regional Corporation, in a manner consistent with an amendment made pursuant to subparagraph (B).

“(L) Sale of Settlement Common Stock in accordance with this paragraph shall not diminish a shareholder’s status as a Native or descendant of a Native for the purpose of qualifying for those programs, benefits and services or other rights or privileges set out for the benefit of Natives and Native Americans. Proceeds from the sale of Settlement Common Stock shall not be excluded in determining eligibility for any needs-based program that may be provided by a Federal, State, or local agency.”.

(b) CONFORMING AMENDMENT.—Section 8(c) of the Alaska Native Claims Settlement Act (43 U.S.C. 1607(c)) is amended by striking “(h)” and inserting “(h) (other than paragraph (4))”.

TITLE IV—BUTTE COUNTY LAND CONVEYANCE

SEC. 401. FINDINGS AND PURPOSE.

(a) FINDINGS.—The Congress finds and declares that—

(1) certain landowners in Butte County, California who own property adjacent to the Plumas National

Forest have been adversely affected by certain erroneous surveys;

(2) these landowners have occupied or improved their property in good faith and in reliance on erroneous surveys of their properties that they believed were accurate; and

(3) the 1992 Bureau of Land Management dependent resurvey of the Plumas National Forest will correctly establish accurate boundaries between such forest and private lands.

(b) PURPOSE.—It is the purpose of this title to authorize and direct the Secretary of Agriculture to convey, without consideration, certain lands in Butte County, California, to persons claiming to have been deprived of title to such lands.

SEC. 402. DEFINITIONS.

For the purpose of this title—

(1) the term “affected lands” means those Federal lands located in the Plumas National Forest in Butte County, California, in sections 11, 12, 13, and 14, township 21 north, range 5 East, Mount Diablo Meridian, as described by the dependent resurvey by the Bureau of Land Management conducted in 1992, and subsequent Forest Service land line location surveys, including all adjoining parcels where the property line as identified by the 1992 BLM dependent resurvey and National Forest boundary lines before such dependent resurvey are not coincident;

(2) the term “claimant” means an owner of real property in Butte County, California, whose real property adjoins Plumas National Forest lands described in subsection (a), who claims to have been deprived by the United States of title to property as a result of previous erroneous surveys; and

(3) the term “Secretary” means the Secretary of Agriculture.

SEC. 403. CONVEYANCE OF LANDS.

Notwithstanding any other provision of law, the Secretary is authorized and directed to convey, without consideration, all right, title, and interest of the United States in and to affected lands as described in section 402(1), to any claimant or claimants, upon proper application from such claimant or claimants, as provided in section 404.

SEC. 404. TERMS AND CONDITIONS OF CONVEYANCE.

(a) NOTIFICATION.—Not later than 2 years after the date of enactment of this title, claimants shall notify the Secretary, through the Forest Supervisor of the Plumas National Forest, in writing of their claim to affected lands. Such claim shall be accompanied by—

(1) a description of the affected lands claimed;

(2) information relating to the claim of ownership of such lands; and

- (3) such other information as the Secretary may require.
- (b) **ISSUANCE OF DEED.**—(1) Upon a determination by the Secretary that issuance of a deed for affected lands is consistent with the purpose and requirements of this title, the Secretary shall issue a quitclaim deed to such claimant for the parcel to be conveyed.
- (2) Prior to the issuance of any such deed as provided in paragraph (1), the Secretary shall ensure that—
 - (A) the parcel or parcels to be conveyed have been surveyed in accordance with the Memorandum of Understanding between the Forest Service and the Bureau of Land Management, dated November 11, 1989;
 - (B) all new property lines established by such surveys have been monumented and marked; and
 - (C) all terms and conditions necessary to protect third party and Government rights-of-way or other interests are included in the deed.
- (3) The Federal Government shall be responsible for all surveys and property line markings necessary to implement this subsection.
- (c) **NOTIFICATION TO BLM.**—The Secretary shall submit to the Secretary of the Interior an authenticated copy of each deed issued pursuant to this title no later than 30 days after the date such deed is issued.

SEC. 405. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated such sums as necessary to carry out the purposes of this title.

TITLE V—CHACOAN OUTLIERS PROTECTION

SEC. 501. SHORT TITLE.

This title may be cited as the “Chacoan Outliers Protection Act of 1995”.

SEC. 502. PURPOSES.

Section 501(b) of Public Law 96–550 (16 U.S.C. 410ii(b)) is amended by striking “San Juan Basin;” and inserting “San Juan Basin and surrounding areas;”.

SEC. 503. ADDITIONS TO CHACO CULTURE ARCHEOLOGICAL PROTECTION SITES.

Subsection 502(b) of Public Law 96–550 (16 U.S.C. 410ii–1(b)) is amended to read as follows:

“(b)(1) Thirty-nine outlying sites as generally depicted on a map entitled ‘Chaco Culture Archeological Protection Sites’, numbered 310/80,033–B and dated September 1991, are designated as ‘Chaco Culture Archeological Protection Sites’. The 39 archeological protection sites totaling approximately 14,372 acres are identified as follows:

“Name:	<i>Acres:</i>
Allentown	380
Andrews Ranch	950
Bee Burrow	480

Bisa'ani	131
Casa del Rio	40
Casamero	160
Chimney Rock	3,160
Coolidge	450
Dalton Pass	135
Dittert	480
Great Bend	26
Greenlee Ruin	60
Grey Hill Spring	23
Guadalupe	115
Halfway House	40
Haystack	565
Hogback	453
Indian Creek	100
Jaquez	66
Kin Nizhoni	726
Lake Valley	30
Manuelito-Atsee Nitsaa	60
Manuelito-Kin Hochoi	116
Morris 41	85
Muddy Water	1,090
Navajo Springs	260
Newcomb	50
Peach Springs	1,046
Pierre's Site	440
Raton Well	23
Salmon Ruin	5
San Mateo	61
Sanostee	1,565
Section 8	10
Skunk Springs/Crumbled House	533
Standing Rock	348
Toh-la-kai	10
Twin Angeles	40
Upper Kin Klizhin	60.

- “(2) The map referred to in paragraph (1) shall be—
- “(A) kept on file and available for public inspection in—
- “(i) appropriate offices of the National Park Service;
- “(ii) the office of the State Director of the Bureau of Land Management in Santa Fe, New Mexico; and
- “(iii) the office of the Area Director of the Bureau of Indian Affairs in Window Rock, Arizona; and
- “(B) made available for the purposes described in subparagraph (A) to the offices of the Arizona and New Mexico State Historic Preservation Officers.”.

SEC. 504. DEFINITION.

Section 503 of Public Law 96-550 (16 U.S.C. 410ii-2) is amended by inserting “(referred to in this title as the ‘Secretary’)” after “Secretary of the Interior”.

SEC. 505. LAND ACQUISITIONS.

Section 504(c)(2) of Public Law 96-550 (16 U.S.C. 410ii-3(c)(2)) is amended to read as follows:

“(2) The Secretary shall seek to use a combination of land acquisition authority under this section and cooperative agreements under section 505 to protect archeological

resources at such sites described in section 502(b) as remain in private ownership.”.

SEC. 506. ASSISTANCE TO THE NAVAJO NATION.

Section 506 of Public Law 96–550 (16 U.S.C. 410ii–5) is amended by adding at the end the following new subsection:

“(f)(1) The Secretary, acting through the Director of the National Park Service, shall assist the Navajo Nation in the protection and management of such Chaco Culture Archeological Protection Sites as are located on lands under the jurisdiction of the Navajo Nation through a grant, contract, or cooperative agreement entered into under the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.).

“(2) The assistance provided under paragraph (1) shall—

“(A) consist of assistance in site planning, resource protection, interpretation, resource management actions, and such other activities as may be identified in the grant, contract, or cooperative agreement; and

“(B) include assistance with the development of a Navajo facility to serve persons who seek to appreciate the Chacoan Outlier Sites.”.

TITLE VI—COLONIAL NATIONAL HISTORICAL PARK

SEC. 601. COLONIAL NATIONAL HISTORICAL PARK.

(a) **TRANSFER AND RIGHTS-OF-WAY.**—The Secretary of the Interior (hereinafter in this title referred to as the “Secretary”) is authorized to transfer, without reimbursement, to York County, Virginia, that portion of the existing sewage disposal system, including related improvements and structures, owned by the United States and located within the Colonial National Historical Park, together with such rights-of-way as are determined by the Secretary to be necessary to maintain and operate such system.

(b) **REPAIR AND REHABILITATION OF SYSTEM.**—The Secretary is authorized to enter into a cooperative agreement with York County, Virginia, under which the Secretary will pay a portion, not to exceed \$110,000, of the costs of repair and rehabilitation of the sewage disposal system referred to in subsection (a).

(c) **FEES AND CHARGES.**—In consideration for the rights-of-way granted under subsection (a), and in recognition of the National Park Service’s contribution authorized under subsection (b), the cooperative agreement under subsection (b) shall provide for a reduction in, or the elimination of, the amounts charged to the National Park Service for its sewage disposal. The cooperative agreement shall also provide for minimizing the impact of the sewage disposal system on the park and its resources. Such system may not be enlarged or substantially altered without National Park Service concurrence.

SEC. 602. INCLUSION OF LAND IN COLONIAL NATIONAL HISTORICAL PARK.

Notwithstanding the provisions of the Act of June 28, 1938 (52 Stat. 1208; 16 U.S.C. 81b et seq.), limiting the average width of the Colonial Parkway, the Secretary is authorized to include within the boundaries of Colonial National Historical Park and acquire by donation, exchange, or purchase with donated or appropriated funds—

- (1) the lands or interests in lands described as lots 30 to 48, inclusive;
- (2) the portion of lot 49 that is 200 feet in width from the existing boundary of Colonial National Historical Park;
- (3) a 3.2-acre archaeological site, as shown on the plats titled "Page Landing At Jamestown being a subdivision of property of Neck O Land Limited Partnership" dated June 21, 1989, sheets 2 and 3 of 3 sheets and bearing National Park Service Drawing Number 333.80031; and
- (4) all or a portion of the adjoining lot number 11 of the Neck O Land Hundred Subdivision, with or without improvements.

SEC. 603. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated such sums as are necessary to carry out this title.

TITLE VII—ACQUISITION OF FRANKLIN D. ROOSEVELT FAMILY LANDS

SEC. 701. ACQUISITION OF LANDS.

(a) IN GENERAL.—(1) The Secretary of the Interior (hereinafter in this title referred to as the "Secretary") is authorized to acquire, by purchase with donated or appropriated funds, donation, or otherwise, lands and interests therein in the following properties located at Hyde Park, New York identified as lands critical for protection as depicted on the map entitled "Roosevelt Family Estate" and dated September 1994:

- (A) the "Open Park Hodhome Tract", consisting of approximately 40 acres, which shall be the highest priority for acquisition;
- (B) the "Top Cottage Tract", consisting of approximately 30 acres; and
- (C) the "Poughkeepsie Shopping Center, Inc. Tract", consisting of approximately 55 acres.

(b) ADMINISTRATION.—Lands and interests therein acquired by the Secretary pursuant to this title shall be added to, and administered by the Secretary as part of the Franklin Delano Roosevelt National Historic Site or the Eleanor Roosevelt National Historic Site, as appropriate.

(c) AUTHORIZATION OF APPROPRIATIONS.—There is hereby authorized to be appropriated not to exceed \$3,000,000 to carry out this title.

TITLE VIII—ESTABLISHMENT OF THE GREAT FALLS HISTORIC DISTRICT

SEC. 801. SHORT TITLE.

This title may be cited as the “Great Falls Preservation and Redevelopment Act”.

SEC. 802. FINDINGS.

Congress finds that—

(1) the Great Falls Historic District in the State of New Jersey is an area of historical significance as an early site of planned industrial development, and has remained largely intact, including architecturally significant structures;

(2) the Great Falls Historic District is listed on the National Register of Historic Places and has been designated a National Historic Landmark;

(3) the Great Falls Historic District is situated within a one-half hour’s drive from New York City and a 2 hour’s drive from Philadelphia, Hartford, New Haven, and Wilmington;

(4) the District was developed by the Society of Useful Manufactures, an organization whose leaders included a number of historically renowned individuals, including Alexander Hamilton; and

(5) the Great Falls Historic District has been the subject of a number of studies that have shown that the District possesses a combination of historic significance and natural beauty worthy of and uniquely situated for preservation and redevelopment.

SEC. 803. PURPOSES.

The purposes of this title are—

(1) to preserve and interpret, for the educational and inspirational benefit of the public, the contribution to our national heritage of certain historic and cultural lands and edifices of the Great Falls Historic District, with emphasis on harnessing this unique urban environment for its educational and recreational value; and

(2) to enhance economic and cultural redevelopment within the District.

SEC. 804. DEFINITIONS.

As used in this title:

(1) **DISTRICT.**—The term “District” means the Great Falls Historic District established by section 805.

(2) **SECRETARY.**—The term “Secretary” means the Secretary of the Interior.

SEC. 805. GREAT FALLS HISTORIC DISTRICT.

(a) **ESTABLISHMENT.**—There is established the Great Falls Historic District in the city of Paterson, in Passaic County, New Jersey.

(b) **BOUNDARIES.**—The boundaries of the District shall be the boundaries specified for the Great Falls Historic District listed on the National Register of Historic Places.

SEC. 806. DEVELOPMENT PLAN.

(a) **GRANTS AND COOPERATIVE AGREEMENTS.**—The Secretary may make grants and enter into cooperative agreements with the State of New Jersey, local government, and private nonprofit entities under which the Secretary agrees to pay not more than 50 percent of the costs of—

(1) preparation of a plan for the development of historic, architectural, natural, cultural, and interpretive resources within the District; and

(2) implementation of projects approved by the Secretary under the development plan.

(b) **CONTENTS OF PLAN.**—The development plan shall include—

(1) an evaluation of—

(A) the physical condition of historic and architectural resources; and

(B) the environmental and flood hazard conditions within the District; and

(2) recommendations for—

(A) rehabilitating, reconstructing, and adaptively reusing the historic and architectural resources;

(B) preserving viewsheds, focal points and streetscapes;

(C) establishing gateways to the District;

(D) establishing and maintaining parks and public spaces;

(E) developing public parking areas;

(F) improving pedestrian and vehicular circulation within the District;

(G) improving security within the District, with an emphasis on preserving historically significant structures from arson; and

(H) establishing a visitors' center.

SEC. 807. RESTORATION, PRESERVATION, AND INTERPRETATION OF PROPERTIES.

(a) **COOPERATIVE AGREEMENTS.**—The Secretary may enter into cooperative agreements with the owners of properties within the District that the Secretary determines to be of historical or cultural significance, under which the Secretary may—

(1) pay not more than 50 percent of the cost of restoring and improving the properties;

(2) provide technical assistance with respect to the preservation and interpretation of the properties; and

(3) mark and provide interpretation of the properties.

(b) **PROVISIONS.**—A cooperative agreement under subsection (a) shall provide that—

(1) the Secretary shall have the right of access at reasonable times to public portions of the property for interpretive and other purposes;

(2) no change or alteration may be made in the property except with the agreement of the property owner, the Secretary, and any Federal agency that may have regulatory jurisdiction over the property; and

(3) if at any time the property is converted, used, or disposed of in a manner that is contrary to the purposes of this title, as determined by the Secretary, the property owner shall be liable to the Secretary for the greater of—

(A) the amount of assistance provided by the Secretary for the property; or

(B) the portion of the increased value of the property that is attributable to that assistance, determined as of the date of the conversion, use, or disposal.

(c) APPLICATIONS.—

(1) IN GENERAL.—A property owner that desires to enter into a cooperative agreement under subsection (a) shall submit to the Secretary an application describing how the project proposed to be funded will further the purposes of the District.

(2) CONSIDERATION.—In making such funds available under this section, the Secretary shall give consideration to projects that provide a greater leverage of Federal funds.

SEC. 808. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated to the Secretary to carry out this title—

(1) \$250,000 for grants and cooperative agreements for the development plan under section 806; and

(2) \$50,000 for the provision of technical assistance and \$3,000,000 for the provision of other assistance under cooperative agreements under section 807.

TITLE IX—WOMEN’S RIGHTS NATIONAL HISTORICAL PARK

SEC. 901. INCLUSION OF OTHER PROPERTIES.

Section 1601(c) of Public Law 96–607 (16 U.S.C. 410*l*) is amended to read as follows: “To carry out the purposes of this section there is hereby established the Women’s Rights National Historical Park (hereinafter in this section referred to as the “park”). The park shall consist of the following designated sites in Seneca Falls and Waterloo, New York:

“(1) Stanton House, 32 Washington Street, Seneca Falls;

“(2) dwelling, 30 Washington Street, Seneca Falls;

“(3) dwelling, 34 Washington Street, Seneca Falls;

“(4) lot, 26–28 Washington Street, Seneca Falls;

“(5) former Wesleyan Chapel, 126 Fall Street, Seneca Falls;

“(6) theater, 128 Fall Street, Seneca Falls;

“(7) McClintock House, 16 East Williams Street, Waterloo;

“(8) Hunt House, 401 East Williams Street, Waterloo;

“(9) not to exceed 1 acre, plus improvements, as determined by the Secretary, in Seneca Falls for development of a maintenance facility;

“(10) dwelling, 1 Seneca Street, Seneca Falls;

“(11) dwelling, 10 Seneca Street, Seneca Falls;

“(12) parcels adjacent to Wesleyan Chapel Block, including Clinton Street, Fall Street, and Mynderse Street, Seneca Falls; and

“(13) dwelling, 12 East Williams Street, Waterloo”.

SEC. 902. MISCELLANEOUS AMENDMENTS.

Section 1601 of Public Law 96-607 (16 U.S.C. 4011) is amended by redesignating subsection (i) as “(i)(1)” and inserting at the end thereof the following new paragraph:

“(2) In addition to those sums appropriated prior to the date of enactment of this paragraph for land acquisition and development, there is hereby authorized to be appropriated an additional \$2,000,000.”.

TITLE X—STERLING FOREST PROTECTION

SEC. 1001. SHORT TITLE.

This title may be cited as the “Sterling Forest Protection Act of 1995”.

SEC. 1002. FINDINGS.

The Congress finds that—

(1) the Palisades Interstate Park Commission was established pursuant to a joint resolution of the 75th Congress approved in 1937 (Public Resolution No. 65; ch. 706; 50 Stat. 719), and chapter 170 of the Laws of 1937 of the State of New York and chapter 148 of the Laws of 1937 of the State of New Jersey;

(2) the Palisades Interstate Park Commission is responsible for the management of 23 parks and historic sites in New York and New Jersey, comprising over 82,000 acres;

(3) over 8,000,000 visitors annually seek outdoor recreational opportunities within the Palisades Park System;

(4) Sterling Forest is a biologically diverse open space on the New Jersey border comprising approximately 17,500 acres, and is a highly significant watershed area for the State of New Jersey, providing the source for clean drinking water for 25 percent of the State;

(5) Sterling Forest is an important outdoor recreational asset in the northeastern United States, within the most densely populated metropolitan region in the Nation;

(6) Sterling Forest supports a mixture of hardwood forests, wetlands, lakes, glaciated valleys, is strategically located on a wildlife migratory route, and provides important habitat for 27 rare or endangered species;

(7) the protection of Sterling Forest would greatly enhance the Appalachian National Scenic Trail, a portion of which passes through Sterling Forest, and would provide for enhanced recreational opportunities through the protection of lands which are an integral element of the trail and which would protect important trail viewsheds;

(8) stewardship and management costs for units of the Palisades Park System are paid for by the States of New York and New Jersey; thus, the protection of Sterling Forest through the Palisades Interstate Park Commission will involve a minimum of Federal funds;

(9) given the nationally significant watershed, outdoor recreational, and wildlife qualities of Sterling Forest, the demand for open space in the northeastern United States, and the lack of open space in the densely populated tri-state region, there is a clear Federal interest in acquiring the Sterling Forest for permanent protection of the watershed, outdoor recreational resources, flora and fauna, and open space; and

(10) such an acquisition would represent a cost effective investment, as compared with the costs that would be incurred to protect drinking water for the region should the Sterling Forest be developed.

SEC. 1003. PURPOSES.

The purposes of this title are—

(1) to establish the Sterling Forest Reserve in the State of New York to protect the significant watershed, wildlife, and recreational resources within the New York-New Jersey highlands region;

(2) to authorize Federal funding, through the Department of the Interior, for a portion of the acquisition costs for the Sterling Forest Reserve;

(3) to direct the Palisades Interstate Park Commission to convey to the Secretary of the Interior certain interests in lands acquired within the Reserve; and

(4) to provide for the management of the Sterling Forest Reserve by the Palisades Interstate Park Commission.

SEC. 1004. DEFINITIONS.

As used in this title:

(1) COMMISSION.—The term “Commission” means the Palisades Interstate Park Commission established pursuant to Public Resolution No. 65 approved August 19, 1937 (ch. 707; 50 Stat. 719).

(2) RESERVE.—The term “Reserve” means the Sterling Forest Reserve.

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

SEC. 1005. ESTABLISHMENT OF THE STERLING FOREST RESERVE.

(a) ESTABLISHMENT.—Upon the certification by the Commission to the Secretary that the Commission has acquired sufficient lands or interests therein to constitute a manageable unit, there is established the Sterling Forest Reserve in the State of New York.

(b) MAP.—

(1) COMPOSITION.—The Reserve shall consist of lands and interests therein acquired by the Commission within the approximately 17,500 acres of lands as generally depicted on the map entitled “Boundary Map, Sterling Forest Reserve”, numbered SFR–60,001 and dated July 1, 1994.

(2) AVAILABILITY FOR PUBLIC INSPECTION.—The map described in paragraph (1) shall be on file and available for public inspection in the offices of the Commission and the appropriate offices of the National Park Service.

(c) TRANSFER OF FUNDS.—Subject to subsection (d), the Secretary shall transfer to the Commission such funds as are appropriated for the acquisition of lands and interests therein within the Reserve.

(d) CONDITIONS OF FUNDING.—

(1) AGREEMENT BY THE COMMISSION.—Prior to the receipt of any Federal funds authorized by this title, the Commission shall agree to the following:

(A) CONVEYANCE OF LANDS IN EVENT OF FAILURE TO MANAGE.—If the Commission fails to manage the lands acquired within the Reserve in a manner that is consistent with this title, the Commission shall convey fee title to such lands to the United States, and the agreement stated in this subparagraph shall be recorded at the time of purchase of all lands acquired within the Reserve.

(B) CONSENT OF OWNERS.—No lands or interest in land may be acquired with any Federal funds authorized or transferred pursuant to this title except with the consent of the owner of the land or interest in land.

(C) INABILITY TO ACQUIRE LANDS.—If the Commission is unable to acquire all of the lands within the Reserve, to the extent Federal funds are utilized pursuant to this title, the Commission shall acquire all or a portion of the lands identified as “National Park Service Wilderness Easement Lands” and “National Park Service Conservation Easement Lands” on the map described in section 1005(b) before proceeding with the acquisition of any other lands within the Reserve.

(D) CONVEYANCE OF EASEMENT.—Within 30 days after acquiring any of the lands identified as

“National Park Service Wilderness Easement Lands” and “National Park Service Conservation Easement Lands” on the map described in section 1005(b), the Commission shall convey to the United States—

(i) conservation easements on the lands described as “National Park Service Wilderness Easement Lands” on the map described in section 1005(b), which easements shall provide that the lands shall be managed to protect their wilderness character; and

(ii) conservation easements on the lands described as “National Park Service Conservation Easement Lands” on the map described in section 1005(b), which easements shall restrict and limit development and use of the property to that development and use that is—

(I) compatible with the protection of the Appalachian National Scenic Trail; and

(II) consistent with the general management plan prepared pursuant to section 1006(b).

(2) MATCHING FUNDS.—Funds may be transferred to the Commission only to the extent that they are matched from funds contributed by non-Federal sources.

SEC. 1006. MANAGEMENT OF THE RESERVE.

(a) IN GENERAL.—The Commission shall manage the lands acquired within the Reserve in a manner that is consistent with the Commission’s authorities and with the purposes of this title.

(b) GENERAL MANAGEMENT PLAN.—Within 3 years after the date of enactment of this title, the Commission shall prepare a general management plan for the Reserve and submit the plan to the Secretary for approval.

SEC. 1007. AUTHORIZATION OF APPROPRIATIONS.

(a) IN GENERAL.—There are authorized to be appropriated such sums as are necessary to carry out this title, to remain available until expended.

(b) LAND ACQUISITION.—Of amounts appropriated pursuant to subsection (a), the Secretary may transfer to the Commission not more than \$17,500,000 for the acquisition of lands and interests in land within the Reserve.

PURPOSE OF THE MEASURE

The purpose of S. 719, as ordered reported, is to provide for the conservation, management, and administration of certain parks, forests and other areas, and to amend sections of the Alaska National Interest Lands Conservation Act and the Alaska Native Claims Settlement Act.

BACKGROUND AND NEED

S. 719 incorporates into one measure provisions included in several separate bills pertaining to units of the National Park System and affiliated areas, and other federally managed areas. Additionally, it amends the Alaska Native Claims Settlement Act to authorize an Alaska Native Corporation to conduct a "buy-back" of its stock, and amends the Alaska National Interest Lands Conservation Act to authorize the Secretary of the Interior to consolidate the surface and subsurface estates of certain lands within three conservation units on the Alaska Peninsula. Most of the provisions in this measure were included in legislation which passed either the Senate or the House during the 103rd Congress, but upon which final action was not taken.

LEGISLATIVE HISTORY

S. 719 was ordered reported as an original measure at the business meeting of the Committee on Energy and Natural Resources on March 15, 1995. It includes, as individual titles, the texts of the following bills as reported by the Committee on March 15: H.R. 400, to provide for the exchange of lands within Gates of the Arctic National Park; S. 536, to authorize the Secretary of the Interior to consolidate the surface and subsurface estates of certain lands within 3 conservation units on the Alaska Peninsula; S. 444, to amend the Alaska Native Claims Settlement Act; H.R. 440, to convey lands to certain individuals in Butte County, California; S. 226, to protect additional Chaco Culture Archeological Protection Sites; S. 115, to acquire and convey certain lands and interests to improve the management, protection, and administration of Colonial National Historical Park; S. 134, to acquire certain Franklin D. Roosevelt Family lands; S. 188, to establish the Great Falls Historic District; S. 127, to change the boundaries of the Women's Rights National Historical Park, and; S. 223, to authorize the Secretary of the Interior to provide funds for the acquisition of land in the Sterling Forest area of New York/New Jersey.

COMMITTEE RECOMMENDATIONS AND TABULATION OF VOTES

The measures contained in this bill were voted en bloc by the Committee on Energy and Natural Resources at the business meeting on March 15, 1995. Two votes were taken. By a unanimous vote of a quorum present, the Committee on Energy and Natural Resources recommends that the Senate pass titles I, II, III, IV and V. By a majority vote of a quorum present, the Committee recommends that the Senate pass titles VI, VII, VIII, IX and X.

The roll call vote on reporting titles I-V was 18 yeas, 0 nays, as follows:

YEAS	NAYS
Mr. Murkowski	
Mr. Hatfield ¹	
Mr. Domenici	
Mr. Nickles ¹	
Mr. Craig	
Mr. Campbell	

Mr. Thomas
 Mr. Kyl¹
 Mr. Grams
 Mr. Jeffords¹
 Mr. Burns
 Mr. Johnston
 Mr. Bumpers
 Mr. Ford
 Mr. Bradley
 Mr. Bingaman¹
 Mr. Akaka
 Mr. Wellstone

¹ Indicates voted by proxy.

The roll call vote on reporting titles VI–X was 13 yeas, 3 nays, as follows:

YEAS	NAYS
Mr. Murkowski	Mr. Thomas
Mr. Hatfield ¹	Mr. Burns
Mr. Domenici	Mr. Grams
Mr. Craig	
Mr. Campbell	
Mr. Jeffords	
Mr. Johnston	
Mr. Bumpers	
Mr. Ford	
Mr. Bradley	
Mr. Bingaman ¹	
Mr. Akaka	
Mr. Wellstone	

¹ Indicates voted by proxy.

SECTION-BY-SECTION ANALYSIS

TITLE I—ANAKTUVUK PASS LAND EXCHANGE AND WILDERNESS REDESIGNATION

Section 101 entitles the title the “Anaktuvuk Pass Land Exchange and Wilderness redesignation Act of 1995.”

Section 102 sets forth Congressional findings.

Section 103(a) provides for congressional ratification of an Agreement entered into among Arctic Slope Regional Corporation (ASRC), Nunamiut Corporation, the city of Anaktuvuk Pass and the United States concerning the disposition of certain lands located within the boundary of the Gates of the Arctic National Park. This Agreement, which was reached in December, 1992 and amended twice, sets forth the terms and conditions of a proposed exchange/settlement.

The agreement, which is included as an Appendix to this report, includes the following major provisions:

the conveyance of 30,642 acres of Federal land located inside the boundaries of the park to ASRC and the Nunamiut Corporation in exchange for 38,840 acres of corporation land located within the park boundary;

the deauthorization of approximately 73,933 acres of existing wilderness within the park;

the designation of approximately 56,825 acres within the park as new wilderness;

the conveyance by ASRC and Nunamiut Corporation of surface and subsurface development rights approximately 116,435 acres within the boundaries of the park to the United States;

the conveyance of public access easements across approximately 148,484 acres of land inside the park boundary for pedestrian and dog sled access and camping from ASRC and Nunamiut Corporation to the United States.

the conveyance of easements for all-terrain vehicle (ATV) access for subsistence purposes over approximately 126,632 acres of non-wilderness park land from the United States to the Village Corporation; and

the implementation of a cooperative management process between the Secretary and the Nunamiut people to evaluate the future effects of ATV use on park lands.

Subsection (b) identifies the maps and exhibits to accompany the Agreement; provides for their retention in the appropriate offices of the National Park Service; and provides for public inspection of the maps; and identifies which map controls in case of discrepancies.

Section 104 amends sections 201(8)(a), 701(2) and 701(7) of the Alaska National Interest Lands Conservation Act (94 Stat. 2371) and states new acreage totals for Noatak National Preserve, Gates of the Arctic Wilderness and the Noatak Wilderness.

The Committee understands that acreage figures used in the Alaska National Interest Lands Conservation Act of 1980 were close approximations of public lands acreage within established park boundaries. Other enclosed acreage included privately owned land, state lands and lands selected by Alaska Native Corporations for possible conveyance. Since 1980, considerable refinement of park acreage figures has taken place and current calculations by the National Park Service vary to some degree from original figures. Since the calculated new acreage set forth in this section differs somewhat from actual total acreage at Gates of the Arctic National Park and Noatak National Preserve, actual acreage in each area shall be controlled by National Park Service maps and legal descriptions of the new boundaries or boundary alterations.

This title effects a decrease of 17,168 acres in the Gates of the Arctic Wilderness. Noatak National Preserve is expanded by 17,168 acres as is the Noatak Wilderness.

Lands added to the Noatak National Preserve are depicted on National Park Service Map No. 189/80,041 entitled "Noatak National Preserve and Noatak Wilderness Addition," date September 1994, on file at the Alaska Regional Office of the National Park Service and the office of the Noatak National Preserve at Kotzebue, Alaska. Written legal descriptions of these lands shall be available at the above mentioned offices. In case of any discrepancy, Map No. 189/80,041 shall be controlling.

Further, it is understood that management of the new park, preserve and wilderness lands added or designated by this title shall be subject to the applicable provisions of Public Law 96-487, Dec. 2, 1980, 94 Stat. 2371.

Section 105(a) provides that any lands or interests therein conveyed to and received by ASRC or Nunamiut Corporation pursuant to the agreement shall be deemed to have been conveyed and received pursuant to the requirements relating to land exchanges under action 22(f) of ANSCA. This subsection states that all of the lands and interests therein conveyed pursuant to the agreement shall be conveyed subject to valid existing rights.

Subsection (b) is a savings clause which provides that nothing in this title or the Agreement may be construed to enlarge or diminish the rights, privileges or obligations of any person except to the extent provided in the title or the Agreement, including the specific preference for subsistence uses and access to subsistence resources provided under ANILCA.

TITLE II—ALASKA PENINSULA SUBSURFACE CONSOLIDATION

Section 201 provides a short title, the “Alaska Peninsula Subsurface Consolidation Act of 1995”.

Section 202 sets forth definitions used in title II.

Section 203(a) directs the Secretary to determine the value of Koniag’s selection rights within the boundaries of the Aniakchak National Monument and Preserve, Alaska Peninsula National Wildlife Refuge and Becharof National Wildlife Refuge.

Subsection (b) sets forth the method the Secretary is to use in determining the fair market value of the selection rights, including the procedures for conducting appraisals and the standards and methodology to be used in the appraisal process. Specifically, the appraisal is to be conducted in conformance with the standards of the Appraisal Foundation and utilize risk adjusted discounted cash flow methodology. The subsection also provides for a procedure to be used in the event that Koniag does not agree with the value determined by the Secretary under the provisions of this subsection (the procedure specified in 206(d) of the Federal Lands Policy and Management Act) and also places a cap on the valuation. The average value per acre of the selection rights cannot exceed \$300.00.

Section 204(a) directs the Secretary to enter into negotiations with Koniag for a land exchange agreement or agreements to exchange agreement or agreements to exchange Federal lands or interests therein located in the State of Alaska for Koniag selection rights.

Subsection (b) states that with respect to any Koniag selection rights for which an exchange has not been completed by October 1, 2004, the Secretary of the Treasury shall establish, in the Treasury of the United States, an account to be known as the Koniag Account. Upon the relinquishment of the remaining selection rights to the United States (those not acquired by exchange), the Secretary shall credit the Koniag Account in the amount of the appraised value of the remaining selection rights.

The Committee has agreed to establish a property account for Koniag because of the peculiar situation in Alaska with respect to the need to resolve outstanding Alaska Native claims and the large amount of federal land located in the State. The Committee action in this regard is not be considered a precedent for other states.

The subsection also sets forth the uses of the Koniag Account. Specifically, Koniag is to use the account in the same manner as

any other bidder for any property at any public sale in accordance with applicable laws. In addition, Koniag is authorized to assign the account in whole or in part to another party if Koniag files written notice of the assignment with the Secretary of the Treasury and the Secretary.

Subsections (c) and (d) set forth how the Secretary of the Treasury and the heads of affected federal agencies shall treat expenditures from the account and how the account is to be administered.

Subsection (e) provides that the Koniag Account shall be deemed to be an interest in the subsurface for the purposes of the section 7(i) of Alaska Native Claims Settlement Act (revenue sharing).

Section 205(a) provides that for the purpose of section 21(c) of ANCSA, the following shall be deemed an interest in land: (1) the establishment of the Koniag Account and the right of Koniag to request the Secretary of the Treasury to withdraw funds from the Account; and (2) the receipt by a Settlement Trust (as defined in section 3(t) of ANCSA) of a conveyance by Koniag of any right in the Koniag Account.

Subsection (b) provides that in establishing a Settlement Trust under section 39 of ANCSA, Koniag may delegate the authority granted to it under subsection (b)(2) of such section to any entity that Koniag may select without affecting the status of the Settlement Trust.

TITLE III—AMENDMENTS TO ALASKA NATIVE CLAIMS SETTLEMENT ACT

Section 301(a) amends section 7(h) of the Alaska Native Claims Settlement Act (ANCSA) by inserting a new paragraph (4).

New paragraph 4(A) defines “Cook Inlet Regional Corporation”, or “CIRI”.

New paragraph 4(B) of ANCSA allows CIRI, by amendment to its articles of incorporation, to purchase common stock from its shareholders.

New paragraph 4(C) allows the shareholders to sell their shares to CIRI.

New paragraph 4(D) requires the prior approval of the CIRI Board of Directors before any sale or purchase of the shares.

New paragraph 4(E) authorizes the Board of Directors to recognize the different rights that accrue to any class or series of shares of common stock.

New paragraph 4(F) provides that any shareholder who accepts an offer shall receive consideration for his or her share of common stock and a security for the non-resident rights that attach to such security.

New paragraph 4(G) authorizes the issuance of a non-voting security.

New paragraph 4(H) provides that any shares purchased by the corporation shall be cancelled and provides how distributions shall be calculated.

New paragraph 4(I) excludes certain persons from participating in an offer by the corporation to purchase shares.

New paragraph 4(J)(i) provides that the Board of Directors may determine the terms of an offer to purchase shares and that in determining the terms of a purchase offer, CIRI can rely on the good

faith opinion of any firm or member of a firm of investment bankers or valuation experts.

New paragraph 4(J)(ii) provides that notwithstanding any other law, the CIRI Board of Directors and officers of CIRI cannot be held liable for damages resulting from an offer made in connection with the sale of any stock if the offer was made in good faith, in reliance on a good faith opinion of a recognized firm of investment bankers or valuation experts, and otherwise in accordance with paragraph (4).

New paragraph 4(K) provides that consideration to purchase shares may be in the form of cash, securities, or a combination of cash and securities.

New paragraph 4(L) provides that the sale of settlement common stock shall not diminish a shareholder's status as an Alaska Native for the purpose of qualifying for government programs and further provides that the proceeds from the sale of stock shall not be excluded in determining eligibility for any government needs-based program.

Section 301(b) of this title is a conforming amendment to section 8(c) of ANCSA which provides that ANCSA section 7(h)(4) shall not apply to village, urban and group corporations.

TITLE IV—BUTTE COUNTY LAND CONVEYANCE

Section 401 sets forth Congressional findings and purposes.

Section 402 provides legal descriptions of the affected lands and defines certain terms used in title IV.

Section 403 directs the Secretary of Agriculture (the "Secretary") to convey lands described in section 2 of this bill to any claimant who has completed the proper application.

Section 404(a) requires claimants to provide written notice to the Secretary of their claim to the affected lands.

Subsection (b) requires the Secretary to issue a quitclaim deed for affected lands, provided that the Secretary has determined that such issuance is consistent with the purposes and requirements of this bill; that the parcel(s) to be conveyed have been surveyed in accordance with the Memorandum of Understanding between the Forest Service and BLM dated November 11, 1989, that all new property lines established by such surveys have been marked; and Government Rights-of-Way and other interests are protected in the deed. The subsection further requires the Federal government to be responsible for all surveys and markings to implement the subsection.

Subsection (c) requires the Secretary to submit a copy of each deed issued pursuant to this bill to the Secretary of the Interior within 30 days of the issuance of the deed.

Section 405 authorizes the appropriation of such sums as are necessary to carry out the purposes of title IV.

TITLE V—CHACOAN OUTLIERS PROTECTION

Section 501 contains the short title, namely the "Chacoan Outliers Protection Act of 1995".

Section 502 amends Public Law 96-550, section 501, to make conforming changes.

Section 503 amends subsection 502(b) of Public Law 96–550 to update the table listing the 39 Chacoan Outlier sites, as depicted on the referenced map. The map is to be made available for public inspection in the appropriate offices of the National Park Service, the Bureau of Land Management, the Bureau of Indian Affairs, and the offices of the Arizona and New Mexico State Historic Preservation Officers.

Section 504 amends section 503 of Public law 96–550 by clarifying the use of the term “Secretary” as referring to the Secretary of the Interior.

Section 505 amends section 504(c)(2) of Public Law 96–550 to direct the Secretary to seek to use a combination of land acquisition authority and cooperative agreements to protect archeological resources at those sites remaining in private ownership.

Section 506 amends section 506 of Public Law 96–550 by adding a new subsection (f), which authorizes the Secretary to assist the Navajo Nation in the protection and management of those Chaco Culture Archeological Protection Sites located on Navajo lands through means approved by the Indian Self-Determination and Education Act (Public Law 93–638). This new subsection also describes the assistance that the Secretary shall provide, including development of a Navajo facility associated with the sites.

TITLE VI—COLONIAL NATIONAL HISTORICAL PARK

Section 601(a) authorizes the Secretary of the Interior (the “Secretary”) to transfer, without reimbursement, to York County, Virginia, that portion of the existing sewage disposal system, including related improvements and structures, owned by the United States and located within the park, and such rights-of-way necessary to maintain and operate the system.

Subsection (b) authorizes the Secretary to enter into a cooperative agreement with York County under which the Secretary will pay no more than \$110,000 toward the costs of repair and rehabilitation of the sewage disposal system.

Subsection (c) provides for a reduction in, or elimination of, the amounts charged to the National Park Service for its sewage disposal by York County and requires the National Park Service concurrence on plans to enlarge or alter the sewage disposal system.

Section 602 authorizes the Secretary to include within the boundaries of the park and to acquire by donated or appropriated funds, donation, or exchange, the lands or interests in lands described in lots 30–48, the portion of lot 49 that is 200 feet in width from the park’s existing boundary, a 3.2-acre archeological site as shown on National Park Service Drawing 333.80031, and all or part of lot 11 of the Neck O Land Hundred Subdivision.

Section 603 authorizes the appropriation of funds necessary to carry out the title.

TITLE VII—ACQUISITION OF FRANKLIN D. ROOSEVELT FAMILY LANDS

Section 701(a) authorizes the Secretary of the Interior (the “Secretary”) to acquire, by purchase with donated or appropriated funds, donation, or otherwise, three tracts of land identified by the Park Service as critical for protection and provides an appropriate

map reference. This subsection also requires that the Open Park Hodhome tract be the highest priority for acquisition.

Subsection (b) states that lands and interests therein acquired by the Secretary pursuant to this Act shall be added to, and administered by the Secretary as part of the Franklin D. Roosevelt National Historic Site or the Eleanor Roosevelt National Historic Site, as appropriate.

Subsection (c) authorizes the appropriation of up to \$3,000,000 to carry out title VII.

TITLE VIII—ESTABLISHMENT OF THE GREAT FALLS HISTORIC DISTRICT

Section 801 entitles the title the “Great Falls Preservation and Redevelopment Act”.

Section 802 contains Congressional findings.

Section 803 states that the purposes of the title are to preserve and interpret the contribution to our national heritage of certain historic and cultural lands, and edifices of the Great Falls Historic District, with emphasis on harnessing the unique urban environment for its educational and recreational value, for the educational and inspiration benefit of the public, and to enhance economic and cultural redevelopment within the District.

Section 804 defines certain terms used in this title.

Section 805 establishes the Great Falls Historic District (the “District”), the boundaries of which will match the boundaries of the District as listed on the National Register of Historic Places.

Section 806 describes the Development Plan for the District.

Subsection (a) authorizes the Secretary to enter into cooperative agreements and provide grants to public and private entities for up to 50% of the costs for the preparation of a plan for the development of the District’s resources, and for the implementation of projects approved by the Secretary, pursuant to the plan.

Subsection (b) describes the contents of the plan. The plan must include an evaluation of historic and architectural resources and the environmental and flood hazard conditions within the District. This subsection requires that the plan include recommendations for rehabilitating, reconstructing, and reusing historic and archeological resources, preserving viewsheds and streetscapes, establishing access to and improving circulation within the District, developing public parking areas, improvising security, and establishing parks, public spaces and a visitor’s center.

Section 807 authorizes the Secretary to enter into cooperative agreements with the owners of historically or culturally significant properties within the District for the restoration, preservation and interpretation of such properties.

Subsection (a) authorizes the Secretary to enter into cooperative agreements under which the Secretary may pay not more than 50% of the cost of restoring and improving the properties, and to mark, interpret, improve, and restore, and provide technical assistance for the preservation and interpretation of such properties.

Subsection (b) specifies that such agreements must allow the Secretary reasonable access to such properties, and that no changes or alterations shall be made in such properties except by mutual agreement, and with the approval of any agency with regulatory ju-

risdiction over the property. This subsection also places conditions on the future uses of assisted properties.

Subsection (c) specifies that applications funding for capital projects must include a description of how the proposed project would further the purposes of the District, and requires the Secretary to give consideration to projects which provide a greater leverage of federal funds. Conditions are also placed on the future uses of assisted properties.

Section 808 authorizes the appropriation of \$3,000,000 for capital projects, \$250,000 for planning, and \$50,000 for technical assistance.

TITLE IX—WOMEN’S RIGHTS NATIONAL HISTORICAL PARK

Section 901 amends Public Law 96–607 (16 U.S.C. 410ll), which established the Women’s Rights National Historical Park to add specified dwellings, lots and parcels in Seneca Falls to the park.

Section 902 further amends the park’s enabling Act to authorize an additional \$2,000,000 to be appropriated for and acquisition and development.

TITLE X—STERLING FOREST PROTECTION

Section 1011 names the title the “Sterling Forest Protection Act of 1995.”

Section 1002 sets forth Congressional findings.

Section 1003 states that the four purposes of the title are (1) to establish the Sterling Forest Reserve to protect significant watershed, wildlife and recreational resources within the New York-New Jersey highlands region; (2) to authorize Federal funding through the Department of the Interior for a portion of land acquisition costs; (3) to direct the Palisades Interstate Park Commission to convey lands and interests in lands acquired within the Reserve to the Secretary of the Interior and; (4) to provide for the management of the Sterling Forest Reserve by the Palisades Interstate Park Commission.

Section 1004 defines certain terms used in the title.

Section 1005(a) states that upon certification by the Palisades Interstate Park Commission (the “Commission”) to the Secretary of the Interior (the “Secretary”) that the Commission has acquired sufficient lands or interests therein to constitute a manageable unit, the Sterling Forest Reserve (the “Reserve”) shall be established.

Subsection (b) states that the Reserve shall consist of lands depicted on a map described in the subsection, and such map will be available in the offices of the Commission and the National Park Service.

Subsection (c) states that, subject to conditions set forth in subsection (d) the Secretary shall transfer appropriated funds to the Commission for the acquisition of lands and interests therein within the Reserve.

Subsection (d)(1) sets forth conditions of funding to which the Commission must agree prior to the receipt of any Federal funds authorized by this title. Should the Commission fail to manage the lands in the Reserve in a manner consistent with this title, the Commission will convey fee title to such lands to the United States.

The subsection further requires the consent of the owner of lands or interests therein prior to their acquisition with Federal funds made available pursuant to this title. In addition, the Commission is directed under this subsection to acquire all or a portion of the lands referred to in section 5(b) before proceeding with the acquisition of any other lands within the Reserve if the Commission is unable to acquire all of the lands within the Reserve. Finally, the subsection requires the Commission to convey conservation easements for specific lands identified on the map referred to in section 5(b) to the United States within 30 days after the acquisition of such lands.

Subsection (d)(2) states that funds may be transferred to the Commission only to the extent that they are matched from funds contributed by non-Federal sources.

Section 1006 states that the Commission shall manage the lands within the Reserve in a manner consistent with the Commission's authorities and with the purposes of this title. The section further requires the Commission to prepare a general management plan for the Reserve within 3 years after the date of enactment of this title, which shall be submitted to the Secretary for approval.

Section 1007 authorizes to be appropriated such sums as may be necessary to carry out title X, except that not more than \$17,500,000 may be appropriated to the Secretary for transfer to the Commission for the purpose of the acquisition of lands and interests therein within the Reserve.

COST AND BUDGETARY CONSIDERATIONS

Reports were filed on the individual measures (H.R. 400, S. 444, H.R. 440, S. 226, S. 115, S. 134, S. 188, S. 127, and S. 223) combined as S. 719. Each report included a cost estimate.

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. 719. 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. 719, as ordered reported.

MINORITY VIEWS OF SENATOR BURNS

The Sterling Forest provision in this legislation raises several serious questions which have not been resolved to our satisfaction. On its face, title X raises the issue of federal takings in the most fundamental way. And because it simultaneously proposes the creation of a "federal reserve", encumbering the entire landholdings of a single, private landowner, while characterizing public acquisition under that legislation as requiring "the consent of the owner of the land or interest in land", it raises a serious question of intention.

With respect to takings, this proposal could depress the value of a privately owned property that is the acquisition "target", by encumbering it with the "federal reserve" designation prior to consummation of a public acquisition, and even prior to a determination of how much land within that "reserve" will be acquired. Furthermore, the "rolling acquisition" scenario envisioned under the legislation could interfere with the landowner's use of those lands not immediately acquired.

Creation of a "reserve" implies a continuing federal interest in all of the Sterling Forest property for an indeterminate amount of time. This could be perceived as restricting the owner's ability to use the remaining lands, even if the entire property were not acquired; could influence local land use authorities' decisions affecting development on those lands not acquired but in the "federal reserve"; and inevitably would be used by opponents of any proposed development of the non-acquired lands to try to block approvals or permits that the landowner would need.

We are also advised that the proposed legislation contains factually erroneous "findings" with respect to the "target" property, and the alleged impacts of proposed development of it on New Jersey's water supply.

While we will not detail these challenged findings, there is evidence in the record to dispute allegations as to the impact of proposed development on water supply, endangered species, water quality, open space and the Appalachian Trail. We do not believe the Committee has sufficient information to legislate these findings, much less report a measure with the implications addressed above.

Should this legislation in its current form be enacted, the owner, the Sterling Forest Corporation, has indicated that I could undermine the ongoing process of designing an environmentally responsible land use plan and pursuing the local land use approvals to implement that plan. It could create an unacceptable cloud on the owner's title to the land, that could interfere with, if not preclude, any meaningful negotiation by the owner for the sale of the property, including negotiations between the landowner and a public agency.

Finally, because the legislation appears not to provide an authorization sufficient to acquire all of the property in a single transaction, we have to question its real purpose. For these reasons, we will oppose title X of the omnibus act.

CONRAD BURNS.

MINORITY VIEWS OF SENATOR KYL

On March 14th, the Energy and Natural Resources Committee voted on five bills en bloc, reporting them as an entire package. Had there been an opportunity to vote on each of the initiatives separately, I would have voted against S. 134, the bill to allow the use of appropriated funds to acquire certain additional tracts of land at the Roosevelt National Historic Site Hyde Park, New York. With no opportunity to cast a separate vote on S. 134, Title VII of the omnibus bill, I withheld my vote on the entire package.

Title VII removes the existing stipulation that the National Park Service may only acquire additional property at the Hyde Park site by donation. Although I understand that the existing restriction has limited efforts to protect the site, I also believe Congress needs to better prioritize spending, particularly as it attempts to balance the federal budget.

It seems to me that President Roosevelt, if he were here today, would rather see scarce dollars used to address the needs of the American people than devoted to the purchase of additional land in his honor.

Jon Kyl.

CHANGES IN EXISTING LAW

In compliance with paragraph 12 of rule XXVI of the Standing Rules of the Senate, changes in existing law made by the bill S. 719, as ordered reported, are shown as follows (existing law proposed to be omitted is enclosed in black brackets, new matter is printed in italic, existing law in which no change is proposed is shown in roman):

ALASKA NATIONAL INTEREST LANDS CONSERVATION ACT

* * * * *
SECTION 1. This Act may be cited as the "Alaska National Interest Lands Conservation Act".
* * * * *

TITLE II—NATIONAL PARK SYSTEM

ESTABLISHMENT OF NEW AREAS

SEC. 201. The following areas are hereby established as units of the National Park System and shall be administered by the Secretary under the laws governing the administration of such lands and under the provisions of this Act:

(1) * * *

* * * * *
(8)(a) Noatak National Preserve, containing [approximately six million four hundred and sixty thousand acres] *approximately 6,477,168 acres* of public lands, as generally depicted on map numbered NOAT-90,004, and dated July 1980 *and the map entitled "Noatak National Preserve and Noatak Wilderness Addition" dated September 1994*. The preserve shall be managed for the following purposes, among others: To maintain the environmental integrity of the Noatak River and adjacent uplands within the preserve in such a manner as to assure the continuation of geological and biological processes unimpaired by adverse human activity; to protect habitat for, and populations of, fish and wildlife, including but not limited to caribou, grizzly bears, Dall sheep, moose, wolves, and for waterfowl, raptors, and others species of birds; to protect archeological resources; and in a manner consistent with the foregoing, to provide opportunities for scientific research. The Secretary may establish a board consisting of scientists and other experts in the field of arctic research in order to assist him in the encouragement and administration of research efforts within the preserve.

* * * * *

TITLE VII—NATIONAL WILDERNESS PRESERVATION SYSTEM

DESIGNATION OF WILDERNESS WITHIN NATIONAL PARK SYSTEM

SEC. 701. In accordance with subsection 3(c) of the Wilderness Act (78 Stat. 892), the public lands within the boundaries depicted as "Proposed Wilderness" on the maps referred to in sections 201 and 202 of this Act are hereby designated as wilderness, with the nomenclature and approximate acreage as indicated below:

(1) * * *

(2) Gates of the Arctic Wilderness of [approximately seven million and fifty-two thousand acres] approximately seven million thirty-four thousand eight hundred and thirty-two acres;

* * * * *

(7) Noatak Wilderness of [approximately five million eight hundred thousand acres]; approximately 5,817,168 acres; and

* * * * *

PUBLIC LAW 92-203 92d CONGRESS, H.R. 10367 DECEMBER 18, 1971

AN ACT To provide for the settlement of certain land claims of Alaska natives, and for other purposes

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Alaska Native Claims Settlement Act".

* * * * *

SEC. 7. * * *

* * * * *

(h) SETTLEMENT COMMON STOCK

* * * * *

(4) COOK INLET REGIONAL CORPORATION.—(A) In this paragraph:

(i) The term "Cook Inlet Regional Corporation" means Cook Inlet Region, Incorporated.

(ii) The term "nonresident distribution right" means the right of owners of nonvillage shares to share in distributions made to shareholders pursuant to subsections (j) and (m).

(iii) The term "nonvillage shares" means shares of Settlement Common Stock owned by stockholders who are not residents of a Native village.

(iv) The term "nonvoting security" means a security, for only the nonresident rights that attach to a share of Settlement Common Stock, that does not have attached voting rights.

(B) Cook Inlet Regional Corporation may, by an amendment to its articles of incorporation made in accordance with the voting standards under section 36(d)(1), purchase Settlement Common Stock of Cook Inlet Regional Corporation and all rights associated with the stock from the shareholders of Cook Inlet Regional Corporation in accordance with any provisions in-

cluded in the amendment that relate to the terms, procedures, number of offers to purchase, and timing of offers to purchase.

(C) Subject to subparagraph (D), and notwithstanding paragraph (1)(B), the shareholders of Cook Inlet Regional Corporation may, in accordance with an amendment made pursuant to subparagraph (B), sell Settlement Common Stock of the Cook Inlet Regional Corporation, to the Corporation.

(D) No purchase or sale may be made pursuant to this paragraph without the prior approval of the board of directors of Cook Inlet Regional Corporation. Except as provided in subparagraph (E), each purchase and sale made under this paragraph shall be made pursuant to an offer made on the same terms to all holders of Settlement Common Stock of the Cook Inlet Regional Corporation.

(E) To recognize the different rights that accrue to any class or series of nonvillage shares, an amendment made pursuant to subparagraph (B) shall authorize the board of directors (at the option of the board) to offer to purchase—

(i) nonvillage shares, including nonresident distribution rights, at a price that includes a premium, in addition to the amount that is offered for the purchase of other village shares of Settlement Common Stock of the Cook Inlet Regional Corporation, that reflects the value of the nonresident distribution rights; or

(ii) nonvillage shares without the nonresident distribution rights associated with the shares.

(F) Any shareholder who accepts an offer made by the board of directors pursuant to subparagraph (E)(ii) shall receive, with respect to each nonvillage share sold by the shareholder to the Cook Inlet Regional Corporation—

(i) the consideration for a share of Settlement Common Stock offered to shareholders of village shares; and

(ii) a nonvoting security.

(G) An amendment made pursuant to subparagraph (B) shall authorize the issuance of a nonvoting security that—

(i) shall, for purposes of subsections (j) and (m), be treated as a nonvillage share with respect to—

(I) computing distributions under those subsections; and

(II) entitling the holder of the share to the proportional share of the distributions made under those subsections;

(ii) may be sold to Cook Inlet Regional Corporation; and

(iii) shall otherwise be subject to the restrictions under paragraph (1)(B).

(H) A share of Settlement common Stock purchased pursuant to this paragraph shall be canceled on the conditions that—

(i) a nonvillage share with the nonresident rights that attach to such a share that is purchased pursuant to this paragraph shall be considered to be—

(I) an outstanding share; and

(II) for the purposes of subsection (m), a share of stock registered on the books of the Cook Inlet Regional

Corporation in the name of a stockholder who is not a resident of a Native village;

(ii) any amount of funds that would be distributable with respect to a nonvillage share or nonvoting security pursuant to subsection (j) or (m) shall be distributed by Cook Inlet Regional Corporation to the Corporation; and

(iii) a village share that is purchased pursuant to this paragraph shall be considered to be—

(I) an outstanding share; and

(II) for the purposes of subsection (k), shares of stock registered on the books of the Cook Inlet Regional Corporation in the name of a resident of a Native village.

(I) Any offer to purchase Settlement Common Stock made pursuant to this paragraph shall exclude from the offer—

(i) any share of Settlement Common Stock held, at the time the offer is made, by an officer (including a member of the board of directors) of Cook Inlet Regional Corporation or a member of the immediate family of the officer; and

(ii) any share of Settlement Common Stock held by any custodian, guardian, trustee, or attorney representing a shareholder of Cook Inlet Regional Corporation in fact or law, or any other similar person, entity, or representative.

(J)(i) The board of directors of Cook Inlet Regional Corporation, in determining the terms of an offer to purchase made under this paragraph, including the amount of any premium paid with respect to a nonvillage share may rely upon the good faith opinion of a recognized firm of investment bankers or valuation experts.

(ii) Notwithstanding any other law, Cook Inlet Regional Corporation, a member of the board of directors of Cook Inlet regional Corporation, and any firm or member of a firm of investment bankers or valuation experts who assists in a determination made under this subparagraph shall not be liable for damages resulting from terms made in an offer made in connection with any purchase of Settlement Common Stock if the offer was made—

(I) in good faith;

(II) in reliance on a determination made pursuant to clause (i); and

(III) otherwise in accordance with this paragraph.

(K) The consideration given for the purchase of Settlement Common Stock made pursuant to an offer to purchase that provides for the consideration may be in the form of cash, securities, or a combination of cash and securities, as determined by the board of directors of Cook Inlet Regional Corporation, in a manner consistent with an amendment made pursuant to subparagraph (B).

(L) Sale of Settlement Common Stock in accordance with this paragraph shall not diminish a shareholder's status as a Native or descendant of a Native for the purpose of qualifying for those programs, benefits and services or other rights or privileges set out for the benefit of Natives and Native Americans. Proceeds from the sale of Settlement Common Stock shall not

be excluded in determining eligibility for any needs-based program that may be provided by a Federal, State, or local agency.

* * * * *
 SEC. 8. * * *

* * * * *
 (c) The provision of subsections (g), **[(h)]** *(h)* (other than paragraph (4)), of Section 7 * * *.

PUBLIC LAW 96-550

AN ACT To designate certain National Forest System lands in the State of New Mexico for inclusion in the National Wilderness Preservation System, and for other purposes

* * * * *

TITLE V—CHACO CULTURE NATIONAL HISTORIC PARK

* * * * *

SEC. 501(a) * * *

* * * * *

(b) It is the purpose of this title to recognize the unique archeological resources associated with the prehistoric Chacoan culture in the **[San Juan Basin;]** *San Juan Basin and surrounding areas*; to provide for the preservation and interpretation of these resources; and to facilitate research activities associated with these resources.

SEC. 502. (a) There is hereby established in the State of New Mexico, the Chaco Culture National Historical Park comprising approximately thirty three thousand nine hundred and eighty nine acres as generally depicted on the map entitled “Chaco Culture National Historical Park”, numbered 310/80,032-A and dated August 1979. The Chaco Canyon National Monument is hereby abolished, as such, and any funds available for the purpose of the monument shall be available for the purpose of the Chaco Culture National Historical Park.

[(b)] Thirty three outlying sites generally depicted on a map entitled “Chaco Culture Archeological Protection Sites”, numbered 310/80,333-A and dated August 1980, are hereby designated as “Chaco Culture Archeological Protection Sites”. The thirty three archeological protection sites totaling approximately eight thousand seven hundred and seventy one acres are identified as follows:

[Name:	Acres
Allentown	42
Andrews Ranch	640
Bee Burrow	40
Bisa'ani	131
Casa del Rio	40
Coolidge	15
Dalton Pass	10
Great Bend	19
Greenlee Ruin	60
Grey Hill Spring	23
Halfway House	40
Haystack	115
Hogback	371
Indian Creek	100
Jacques	40
Kin Nizhoni	726

Lake Valley	30
Las Ventanas	31
Morris 41	85
Muddy Water	1,210
Newcomb	44
Peach Springs	985
Pierre's Site	440
Raton Well	23
San Mateo	14
Sanostee	1,565
Section 8	40
Skunk Springs/Crumpled House	588
Standing Rock	321
Twin Angels	40
Toh-la-kai	10
Upper Kin Klizhin	60
Squaw Springs	870

(b)(1) Thirty-nine outlying sites as generally depicted on a map entitled "Chaco Culture Archaeological Protection Site", numbered 310/80,033-B and dated September 1991, are hereby designated as "Chaco Culture Archaeological Protection Site". The thirty-nine archaeological protection sites totaling approximately 14,372 acres identified as follows:

	<i>Acres</i>
Allentown	380
Andrews Ranch	950
Bee Burrow	480
Bisa'ani	131
Casa del Rio	40
Casamero	160
Chimney Rock	3,160
Coolidge	450
Dalton Pass	136
Dittert	480
Great Bend	26
Greenlee Ruin	60
Grey Hill Spring	23
Guadalupe	115
Halfway House	40
Haystack	565
Hogback	453
Indian Creek	100
Jacques	66
Kin Nizhoni	726
Lake Valley	30
Manulito-Atsee Nitsaa	60
Manuelito-Kin Hochoi	116
Morris 41	85
Muddy Water	1,090
Navajo Springs	260
Newcomb	50
Peach Springs	1,046
Pierre's Site	440
Raton Well	23
Salmon Ruin	5
San Mateo	61
Sanostee	1,565
Section 8	10
Skunk Springs/Crumpled House	533
Standing Rock	348
Toh-la-kai	10
Twin Angeles	40
Upper Kin Klizhin	60

(2) The map referred to in paragraph (1) shall be kept on file and available for public inspection in the appropriate offices of the National Park Service, the office of the State Director of the Bureau of Land Management located in Santa Fe, New Mexico, the office of the Area Director of the Bureau of Indian Affairs located in Window Rock, Arizona, and the offices of the Arizona and New Mexico State Historic Preservation Officers.

* * * * *

SEC. 503. The Secretary of the Interior (*referred to in this title as the "Secretary"*) shall continue to search for additional evidences of Chacoan sites and submit to Congress within two years of date of enactment of this Act and therefore as needed, his recommendations for additions to, or deletions from, the list of archeological protection sites in section 502(b) of this title. Additions to or deletions from such list shall be made only by an Act of Congress.

* * * * *

SEC. 504(a) * * *

* * * * *

(c)(1) * * *

[(2) The Secretary shall attempt to enter into cooperative agreements pursuant to section 505 of this Act with owners of private property for those archeological protection sites described in section 502(b) of this Act. The Secretary shall acquire fee title to any such private property only if it is necessary to prevent direct and material damage to, or destruction of, Chaco cultural resources and no cooperative agreement with the owner of the private property interest can be effected.]

(2) The Secretary shall seek to use a combination of land acquisition authority under this section and cooperative agreements under section 505 to protect archeological resources at such sites described in section 502(b) as remain in private ownership.

* * * * *

SEC. 506(a) * * *

* * * * *

(f)(1) The Secretary, acting through the Director of the National Park Service, shall assist the Navajo Nation in the protection and management of such Chaco Culture Archeological Protection Sites as are located on lands under the jurisdiction of the Navajo Nation through a grant, contract, or cooperative agreement entered into under the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.)

(2) The assistance provided under paragraph (1) shall—

(A) consist of assistance in site planning, resource protection, interpretation, resource management actions, and such other activities as may be identified in the grant, contract, or cooperative agreement; and

(B) include assistance with the development of a Navajo facility to serve persons who seek to appreciate the Chacoan Outlier Sites.

* * * * *

TITLE XVI

SEC. 1601. (a) The Congress finds that—

* * * * *

(c) **[To carry out the purpose of this section there is hereby established the Women's Rights National Historical Park (hereinafter in this section referred to as the "park"). The park shall consist of the following designated sites in Seneca Falls and Waterloo, New York:**

- [(1) Stanton House, 32 Washington Street, Seneca Falls;**
- [(2) dwelling, 30 Washington Street, Seneca Falls;**
- [(3) dwelling, 34 Washington Street, Seneca Falls;**
- [(4) lot, 26-28 Washington Street, Seneca Falls;**
- [(5) former Wesleyan Chapel, 126 Fall Street, Seneca Falls;**
- [(6) theater, 128 Fall Street, Seneca Falls;**
- [(7) Bloomer House, 53 East Bayard Street, Seneca Falls;**
- [(8) McClintock House, 16 East Williams Street, Waterloo;**

and

- [(9) Hunt House, 401 East Main Street, Waterloo.]**

To carry out the purposes of this section there is hereby established the Women's Rights National Historical Park (hereinafter in this section referred to as the "park"). The park shall consist of the following designated sites in Seneca Falls and Waterloo, New York:

- (1) Stanton House, 32 Washington Street, Seneca Falls;*
- (2) dwelling, 30 Washington Street, Seneca Falls;*
- (3) dwelling, 34 Washington Street, Seneca Falls;*
- (4) lot, 26-28 Washington Street, Seneca Falls;*
- (5) former Wesleyan Chapel, 126 Fall Street, Seneca Falls;*
- (6) theater, 128 Fall Street, Seneca Falls;*
- (7) McClintock House, 16 East Williams Street, Waterloo;*
- (8) Hunt House, 401 East Williams Street, Waterloo;*
- (9) not to exceed 1 acre, plus improvements, as determined by the Secretary, in Seneca Falls for development of a maintenance facility;*
- (10) dwelling, 1 Seneca Street, Seneca Falls;*
- (11) dwelling, 10 Seneca Street, Seneca Falls;*
- (12) parcels adjacent to Wesleyan Chapel Block, including Clinton Street, Fall Street, and Mynderse Street, Seneca Falls;*
- and
- (13) dwelling, 12 East Williams Street, Waterloo.*

* * * * *

[(i)] (i)(1) There are authorized to be appropriated such sums as may be necessary to carry out the provisions of this section, but not to exceed \$490,000 for acquisition, and for development.

(2) In addition to those sums appropriated prior to the date of enactment of this paragraph for land acquisition and development, there is hereby authorized to be appropriated an additional \$2,000,000.

A P P E N D I X

DONATION, EXCHANGE OF LANDS AND INTERESTS IN LANDS AND WILDERNESS REDESIGNATION AGREEMENT AMONG ARCTIC SLOPE REGIONAL CORP., NUNAMIUT CORP., CITY OF ANAKTUVUK PASS AND THE UNITED STATES OF AMERICA

This agreement entered into this 17th day of December 1992 is by Arctic Slope Regional Corporation (hereinafter "ASRC"), Nunamiut Corporation (hereinafter "Nunamiut"), both corporations authorized pursuant to the Alaska Native Claims Settlement Act (hereinafter "ANCSA"), 85 Stat. 688, as amended, 43 U.S.C. 1601, et seq., and duly organized under the laws of the State of Alaska, the City of Anaktuvuk Pass, a political subdivision of the State of Alaska (hereinafter "City"), and the United States of America, and the Secretary of the Interior, acting through the Assistant Secretary for Fish and Wildlife and Parks of the Department of the Interior (hereinafter "Secretary"). ASRC, Nunamiut, the City and the Secretary are collectively referred to as "the parties".

WITNESSETH

Whereas, the United States of America, acting through the Secretary of the Interior, entered into an agreement with ASRC on June 29, 1979 (hereinafter 1979 Agreement), that was ratified and confirmed by section 1431 of the Alaska National Interest Lands Conservation Act of December 2, 1980, 94 Stat. 2371, 16 U.S.C. 3101 (hereinafter "ANILCA"); and

Whereas, paragraph II, section I of the 1979 Agreement provided certain benefits to the residents of Anaktuvuk Pass, including the shareholders of Nunamiut, which benefits were intended to balance the subsistence activities and lifestyle of the residents of Anaktuvuk Pass with the Secretary's need for reasonable access by members of the public to federally-owned lands within Gates of the Arctic National Monument, subsequently redesignated Gates of the Arctic National Park and Preserve (hereinafter "Park") by section 201(4) of ANILCA, 16 U.S.C. 410hh(4); and

Whereas, the 1979 Agreement sets forth a commitment by the United States to negotiate with ASRC and Nunamiut, within 18 months of the execution of the 1979 Agreement, non-site-specific easements for public access across lands and interests in lands owned by ASRC and Nunamiut within the Park; and

Whereas, Congress on December 2, 1980 in establishing the Gates of the Arctic National Park and Preserve designated public lands adjacent to and surrounding lands conveyed or to be conveyed to ASRC and Nunamiut pursuant to ANCSA and section

1431(c) of ANILCA as wilderness pursuant to section 701 of ANILCA, 16 U.S.C. 1131; and

Whereas, subparagraphs 2 (a) and (b) of an Agreement of August 9, 1983 (hereinafter "1983 Agreement") between ASRC and the United States of America provided, among other things, for the transfer to the United States of the surface estate of certain lands owned by ASRC and the relinquishment by ASRC, to the United States of the surface estate of certain lands ASRC was entitled to receive by the land exchange provided in section 1431(c) of ANILCA, subject to the establishment of specified All-Terrain Vehicle (hereinafter "ATV") easements necessary to permit ATV access by ASRC, its shareholders and invitees, and for subsistence uses by local rural residents of Anaktuvuk Pass; and

Whereas, the use of ATVs on federally owned lands by Anaktuvuk Pass residents has been the subject of controversy, leading to study, discussion, negotiation, resource analysis, and reconsideration of wilderness boundaries; and

Whereas, the Native Village of Anaktuvuk Pass has no rivers that are suitable for summertime subsistence access, and is located entirely within the boundaries of a national park; and its residents have increasingly used ATVs for subsistence access on lands in the vicinity of Anaktuvuk Pass; and

Whereas, the parties have reached agreement on appropriate conservation and access easements on ASRC and Nunamiut private lands for the benefit of the public, and on proposals to exchange lands and specifically define areas of ATV use on federally owned lands within the Park; and

Whereas, the City is considered a necessary party to this Agreement, and has expressed an interest in being a party to this Agreement, in order that the residents of Anaktuvuk Pass may benefit from this Agreement, and in order that the City may provide land for a National Park Service office and residence; and

Whereas, recognizing the effects that changing patterns of land use and land ownership have had on Anaktuvuk Pass and on effective management of federally owned lands, the Secretary considers it to be in the public interest, through consultation with the Parties and subsequent enactment by Congress, to redefine wilderness boundaries and authorized land uses within the Park; to provide improved access for the general public to federally owned lands within the Park; to protect natural values on extensive tracts of ASRC and Nunamiut lands within the Park; and to further park purposes and protect remaining wilderness values, while fairly accommodating the concerns of the residents of Anaktuvuk Pass, and

Whereas, development on certain ASRC and Nunamiut lands within the Park would adversely affect the values of adjacent federally owned lands and would make protection their resources more difficult; and

Whereas, ASRC, Nunamiut and the City consider the Agreement to also be in the public interest, to provide necessary ATV access within the Park for Anaktuvuk Pass residents who are otherwise eligible to make subsistence uses of the Park; and

Whereas, the ATV easements established under the 1983 Agreement are considered unsatisfactory; the acquisition of ASRC land by the United States and its inclusion as part of the Park pre-

cluded dispersed ATV use on such lands; and the residents of Anaktuvuk Pass desire assured access to certain federally owned Park lands; and

Whereas, the parties recognize that legislation by the Congress of the United States is required to effectuate this Agreement;

Now, therefore, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the parties covenant and agree as follows:

1. Legislative responsibilities and obligations

(a) Upon execution of this Agreement, the parties agree to pursue the exchange of lands and interests in lands, as described in this Agreement, recognizing the legislation by the Congress of the United States authorizing, ratifying and confirming this Agreement is required. In the event of enactment of such legislation by the Congress of the United States, which authorizes or directs the Secretary to enter into the obligations described in this Agreement, the parties agree to the provisions specified in the Agreement and to be bound thereby.

(b) The parties further agree that the performance of the obligations and commitments made in this Agreement is expressly conditioned upon the enactment of legislation by the Congress of the United States authorizing, ratifying and confirming the terms of this Agreement, and that the obligation and commitments made in this Agreement are not binding on the parties except upon enactment of legislation by the Congress of the United States authorizing and permitting the commitments made by the parties.

(c) Prior to the enactment of legislation by the Congress of the United States authorizing, ratifying and confirming the terms of this Agreement, no party shall be required to undertake any action required by this Agreement or receive any benefit hereunder, except that the parties agree hereafter to undertake the efforts described in subparagraphs (a) and (d) of this paragraph 1 and further agree not to alienate, encumber, substantially alter the physical condition, or otherwise effect a material change in the management of any lands or interests in lands proposed to be exchanged or conveyed under this Agreement.

(d) ASRC, Nunamiut and the City agree to support the terms of this Agreement during consideration by the Congress of the United States of legislation authorizing and ratifying the terms of this Agreement, and the Secretary similarly agrees to support the terms of this Agreement to the extent consistent with the legislative, Budgetary, legal and programmatic policies of the Executive Branch of the United States. The parties mutually agree that they will not seek to alter or have altered, prior to legislative ratification and confirmation, the terms of this Agreement without first attempting in good faith and with due diligence to obtain the concurrence of the other parties to this Agreement in any such alteration, and will keep the other parties to this agreement fully and timely informed of any efforts in which they are involved or of which they are aware, individually or collectively, to make or obtain such alteration.

(e) Notwithstanding any other provision of this Agreement, if the Congress of the United States enacts ratifying and confirming leg-

islation which amends or alters any of the terms of this Agreement in the absence of specific written concurrence of the parties in such amendment or alteration, ASRC, Nunamiut, the City, or the Secretary (unless the Secretary's right to terminate the agreement is limited by legislation) shall have the right to terminate this Agreement within sixty days of the enactment of such legislation by written notice to and receive by all the other parties within such 60-day period. Upon the receipt of such notice by all the other parties, this agreement shall be null and void and shall have no further force or effect whatsoever. Absent such notice the parties, within the period provided above, shall be deemed to have accepted and concurred in the Agreement as altered or amended by Congress in the same manner as if the parties had executed an amendment to the Agreement.

(f) This Agreement is expressly conditioned upon Congress enacting legislation providing authorization for ATVs for subsistence purposes on federally owned Park lands within the area specified in section 4(c) of this Agreement, and deauthorizing approximately 73,993 acres of land within the Park as wilderness and designating in lieu thereof approximately 56,825 acres of land within the Park as wilderness, as described and set forth in the maps attached as Exhibits A and B which are incorporated as part of this Agreement.

2. ASRC conveyances

(a) ASRC, as the owner of the subsurface to approximately 31,163 acres of land in the vicinity of Itkillik Lake, pursuant to section 1431(c)(3) of ANILCA, and the owner of access and surface use rights to said 31,163 acres for the purpose of exploration and removal of oil and gas, subject to rules and regulations applicable to the National Park System, as provided for in section 1431(l) of ANILCA, agrees that:

(i) ASRC, its successors, assigns and lessees shall relinquish by conveyance to the United States by special warranty deed all surface use and access rights established by section 1431(l) of ANILCA to approximately 17,580 acres of subsurface estate, generally depicted on the map attached as Exhibit C1 which is incorporated as a part of this agreement.

(ii) Notwithstanding any applicable regulations, ASRC, its successors, assigns and lessees agree that all exploratory work in the remaining subsurface estate open to surface access will be conducted only when there is adequate snow cover and frozen ground, and using the least damaging technology currently available, in order to minimize damage to federally owned Park resources. Said lands are generally depicted on the map attached as Exhibit C2 which is incorporated as part of this agreement.

(b) ASRC, as the owner of the subsurface and surface rights to approximately 15,790 acres of land in the vicinity of Chandler Lake, generally depicted on the map attached as Exhibit D which is incorporated as a part of this Agreement, shall relinquish by conveyance to the United States by special warranty deed its right to extract or develop the subsurface estate including sand and gravel.

3. ASRC and Nunamiut conveyances

(a) ASRC and Nunamiut, as the owners of the surface and subsurface estate pursuant to sections 12(a) and 12(c) of ANCSA, and section 1431 of ANILCA, to approximately 38,840 acres of land in the Park, as depicted on the map attached as Exhibit E, which is incorporated and made a part of this Agreement, agree that they shall, convey by special warranty deed to the United States the surface and subsurface estate of said 38,840 acres. Access to said 38,840 acres for subsistence purposes with motorized vehicles shall be prohibited (except for snowmachines as defined in 36 CFR 13.1(q)), and the area designated as park wilderness. Subsistence uses will be permitted as on other park wilderness.

(b) ASRC and Nunamiut, as the owners of the surface and subsurface estate pursuant to sections 12(a) and 12(c) of ANCSA, and section 1431 of ANILCA, to approximately 52,937 acres of land in the Park, as depicted on the map attached as Exhibit F, which is incorporated and made a part of the Agreement, agree that they shall, subject to valid existing rights, by conveyance by special warranty deed to the United States in the form of a conservation and scenic easement running with the land, binding on their successor, assigns, and lessees encumber and restrict the use of the said 52,937 acres in a manner that will prohibit all development, improvement or associated surface disturbing activities on said 52,937 acres, including but not limited to, permanent or temporary structures, roads, constructed trails, and exploration for or development of all subsurface resources, including sand and gravel, *provided* that the right to construct temporary facilities and structures which disturb the surface of the ground and are directly related to subsistence uses only, as defined in Title VIII of ANILCA, shall be reserved in the conveyance under this subparagraph. A temporary facility or structure includes tents, tent platforms, drying racks, caches for food or equipment, or other manmade improvements that can be readily and completely dismantled and removed from the site even though it may remain for a period longer than 12 months.

(c) In order to terminate the off road vehicle access easements established under the 1983 Agreement, Nunamiut shall convey by special warranty deed to the United States the easements previously conveyed to or reserved in ASRC under the 1983 Agreement and subsequently transferred by ASRC to Nunamiut. The existing float or ski plane access easement (ASRC-F) to Chandler Lake shall be retained.

(d) ASRC and Nunamiut shall convey to the United States by special warranty deed public access easements across all ASRC and Nunamiut Corporation lands and interests in lands within the Park to further the public access, use and enjoyment of federally-owned lands in the Park for wilderness recreational activities and park management. Said lands (approximately 117,842 acres) are depicted in Exhibit G, which is incorporated and made part of this Agreement. The easements will permit only pedestrian and dog team access, overnight camping, and nonlinear rights of access to federally-owned lands within the boundaries of the Park, *provided* that the Superintendent and the State of Alaska may utilize mechanical access for management purposes on these easements, only

to the extent that the method and means of mechanical access used is as permitted for similar management purposes on federally-owned Park lands.

(e) The Secretary, in consultation with Nunamiut, shall manage public access across such easements under the authority of applicable regulations, to avoid conflicts with subsistence uses on ASRC and Nunamiut lands, while ensuring that the public retains reasonable pedestrian and dog team access to the federally-owned lands in the Park, subject to a priority for subsistence uses on ASRC and Nunamiut lands. Camping within one-half mile of an active subsistence hunting camp, or camping for more than one night at the same site on Nunamiut or ASRC lands is prohibited, except in emergencies.

(f) In the event Nunamiut or ASRC acquires additional lands within the Park pursuant to the provisions of ANCSA that are within, adjacent or contiguous to the lands described in subparagraph (a) or (b) of this paragraph 3, Nunamiut and ASRC agree that they shall convey to the United States the same conservation, scenic and public access easements running with the land as provided for in subparagraphs (b) and (d).

4. Conveyances by the United States

(a) The United States, as the owner, for the use and benefit of the public, of section 17(b) easements retained and reserved by the United States under the provisions of section 17(b) of ANCSA in various conveyances to ASRC and Nunamiut under sections 12(a) and 12(c) of ANCSA and section 1431(c) of ANILCA, agrees that the Secretary shall convey by quitclaim deed to ASRC and Nunamiut jointly the said 17(b) easements identified and reserved in previous conveyances by the Secretary to ASRC and Nunamiut on the lands described in Exhibit G referenced in paragraph 3(d).

(b) The Secretary shall convey by interim conveyance and patent to ASRC and Nunamiut the surface and subsurface estate to approximately 30,642 acres of land in the Akmagolik and Contact Creek areas, as depicted on the map attached as Exhibit H, in proportion to the surface and subsurface estate ASRC and Nunamiut shall convey to the United States under paragraph 3(a) of this Agreement and as depicted by Exhibit E. Prior to the Secretary's conveyance under this paragraph 4(b), ASRC and Nunamiut shall mutually designate the specific lands to be conveyed to them. The conveyances under this paragraph 4(b) shall reserve to the United States the conservation, scenic and public access easements as described in paragraphs 3 (b) and (d) of this Agreement.

(c) The Secretary shall convey by quitclaim deed to Nunamiut easements only for ATV access for subsistence purposes over approximately 126,632 acres of land as depicted by the map attached as Exhibit I, which is incorporated and made part of this Agreement.

(i) An ATV is defined as a 6- or 8-wheeled vehicle with low pressure tires, with a maximum weight of 1200 lbs. empty or 2000 lbs. fully loaded. Other vehicles may be permitted on the lands identified in this subsection (c) if the Secretary determines their cumulative impact, both physical and aesthetic (visual and audible), will be no more detrimental than the 6-

or 8-wheeled vehicles currently in use at the time this Agreement is executed.

(ii) Said easements shall provide ATV access for subsistence purposes on the specified Park lands only for those persons whose primary permanent place of residence is Anaktuvuk Pass (hereinafter "resident" or "residents"), and who are otherwise eligible to make subsistence uses of the Park, pursuant to Title VIII of ANILCA, its implementing regulations or other applicable law.

(iii) Said easements shall allow residents to invite non-resident relatives by blood, marriage, or adoption to accompany a resident who is operating an ATV in accordance with the provisions of this Agreement. Non-resident invitees do not by reason of their status as invitees become eligible to make subsistence uses of the park pursuant to Title VIII or section 201(4) of ANILCA. Non-resident invitees are not authorized to operate an ATV.

(d) ATV use on the above lands may be modified only to the extent reasonably necessary to carry out the Secretary's responsibilities for the protection of archaeological or historic resources, endangered species of plants or animals, or the maintenance of natural and healthy populations of wildlife.

(e) In the event of a substantiated pattern of conflict between recreational use and subsistence use, the Secretary, in consultation with Nunamiut, shall manage use of federally owned Park lands so as to minimize user conflicts and ensure recreational use while allowing reasonable opportunity for subsistence activities.

(f) The Secretary shall convey to Nunamiut an easement that will permit residents who are otherwise eligible to make subsistence uses of the Park to have airplane access to the surface of Itkilik Lake by float or ski plane for the limited purpose of engaging in subsistence activities.

5. City conveyance

The City shall donate to the Secretary by warranty deed, free and clear of all encumbrances, liens and taxes, the tract of land described as Block 7, Lot 11B within the corporate limits of the City of Anaktuvuk Pass. The donation shall occur within 180 days of the enactment of the authorizing and ratifying legislation.

6. Conveyancing

(a) The conveyances set forth in this Agreement shall be made by the simultaneous exchange of deeds of conveyance within 180 days of the enactment of legislation by the Congress of the United States that ratifies and confirms this agreement, unless the parties mutually agree to a later date.

(b) In the event Nunamiut or ASRC becomes obligated to make conveyances to the United States pursuant to Paragraph 3(f) of this Agreement, the conveyances shall be made within 180 days of the receipt from the United States of interim conveyances or patents to the affected lands, whichever occurs first.

(c) ASRC, Nunamiut, and the City will be responsible for the costs of title evidence reasonably satisfactory to the Secretary for

their respective conveyances to the United States under this Agreement.

(d) ASRC, Nunamiut, and the City will be responsible for assuring that all taxes, liens and other encumbrances are removed from the lands or interests in lands that they are respectively obligated to convey under the terms of this Agreement.

(e) ASRC, Nunamiut, and the City agree that all taxes, assessments, and encumbrances which are a lien against the land at the time of their respective conveyances to the United States of the lands or interests in lands described in this Agreement shall be satisfied of record at or before their respective conveyance of such lands or interests in lands to the United States; and, if ASRC, Nunamiut, or the City fail to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against such interests in lands; that the amount of such payments by the United States shall be paid to the Secretary within 90 days of closing, and failure to reimburse the Secretary shall be a lien against other lands or interests in lands owned by ASRC, Nunamiut, or the City respectively and that ASRC, Nunamiut, and the City at the request of the United States, shall obtain and record such other curative evidence of title as may be required by the United States.

(f) Prior to the execution of the Agreement and prior to the conveyances by ASRC and Nunamiut to the United States of the interests in lands described in this Agreement, ASRC and Nunamiut shall provide to the Secretary opinions of counsel stating that ASRC and Nunamiut have the legal power to execute the Agreement, are authorized to convey the interests in lands identified in the Agreement, and are corporations in good standing under the laws of the State of Alaska.

(g) ASRC and Nunamiut shall also provide copies of appropriate Corporate resolutions authorizing the execution of the Agreement and the conveyance of the interests in land provided for in this Agreement.

7. Research

ASRC and Nunamiut agree to such cooperation as they consider appropriate on research projects or surveys that will assist the Secretary in carrying out his management responsibilities within the boundaries of the Park for preservation of resources, and that will assist him to manage recreational and subsistence uses of all federally-owned lands administered by the National Park Service, and assist him to manage access easements across ASRC and Nunamiut lands. No commitment of funds by any party is implied in this statement, and the commitment of the Secretary is subject to the availability of appropriated funds.

8. General provisions

(a) Nothing in this Agreement shall abridge the right of Anaktuvuk Pass or of other local rural residents to make use of subsistence resources on Park lands, where such uses are traditional, in accordance with the provisions of Title VIII of the Alaska National Interest Lands Conservation Act (PL 96-487), as now or hereafter amended, its implementing regulations or other applicable law.

(b) Nothing in this Agreement shall preclude inclusion of ASRC or Nunamiut lands subject to this Agreement in the Alaska Land Bank, as authorized by section 907 of ANILCA, 43 U.S.C. 1636, or defeat the application of section 11 of the Alaska Native Claims Settlement Act Amendments of 1987 P.L. 100-241, or any similar subsequent legislation of general application to Alaska Native corporations.

(c) Nothing in this Agreement shall affect the rights or status of pending Alaska Native Allotment applications or allottees taking title under the Alaska Native Allotment Act from developing and improving their lands or interests in lands. These rights include, without limitation, all rights of access provided by sections 1110 and 1111 of ANILCA.

(d) The parties agree that the donation or exchange of lands or interests in lands under this Agreement will not affect the acreage entitlement of ASRC or Nunamiut under ANCSA or ANILCA.

(e) ASRC and Nunamiut waive any rights that they may have to require a survey of the interests in lands conveyed by this Agreement, notwithstanding any other provision of law; provided, that such waiver shall not apply to lands conveyed to Nunamiut and ASRC by patent under this agreement.

(f) The maps attached as Exhibits A through I and incorporated into the Agreement accurately depict the lands subject to the wilderness deauthorization, wilderness designation, conveyances, retention of surface access rights, access easements and ATV easements, as appropriate, and are evidence of such wilderness deauthorization, wilderness designation, conveyances, retention of surface access rights, access easements and ATV easements. Controlling 1:63,360 series, topographic maps are on file with the Alaska Regional Office of the National Park Service and the Gates of the Arctic Superintendent.

(g) ASRC and Nunamiut agree not to assign to any third party the rights under this Agreement to receive the conveyance of the interests in lands provided for in this Agreement.

(h) The Secretary, his assigns, successors and agents shall have the right of access to and inspection of the lands subject to this Agreement to determine whether the terms of the Agreement or the conveyance have been met.

(i) Based on his review of the lands or interests in lands and other consideration being donated or exchanged pursuant to this Agreement, the Secretary finds that the exchange is in the public interest.

(j) Any failure by any party to this Agreement to object to or to seek a remedy of any violation by another party of any provision of this Agreement shall not be deemed a waiver of or estop any future right to object to or to seek a remedy of a subsequent violation, whether the later violation is of the same or another provision of this Agreement.

(k) In the event that this Agreement is terminated as provided for in sections 1(b) or 10(d), or is set aside because of a final and non-appealable order of a court of competent jurisdiction, the parties shall return to their status and rights prior to the execution of this Agreement, and the parties agree to take whatever actions and execute whatever documents are necessary to restore the *sta-*

tus quo ante; provided, that if any provision of this Agreement is set aside by such court order the Agreement may be reformed, with the consent of the parties to the Agreement, so as to comply with the court's order and without further Congressional action.

(l) Except by virtue of the legislation authorizing and ratifying this agreement, nothing in this Agreement shall be construed as creating any rights of enforcement by or imposing any obligation on any person or entity that is not a party to this Agreement. It is specifically understood that the effect of the authorizing and ratifying legislation will be to impose obligations of compliance with the terms of this Agreement on Park visitors, the residents of Anaktuvuk Pass and other persons and entities not parties to this Agreement.

(m) For the purpose of expediting execution of this Agreement, it may be signed in separate counterparts, which when all parties have so signed, shall be deemed a single Agreement.

(n) To the extent not prohibited by legislation authorizing, ratifying and confirming this Agreement, this Agreement may be amended, modified or supplemented by mutual consent of all the parties hereto. Such amendment, modification or supplementation may be made upon 30 days prior written notice to the House Interior and Insular Affairs and Senate Energy and Natural Resources Committees.

(o) The parties mutually covenant and agree not to sue each other challenging the legal authority or capacity to effectuate any provision herein; *provided*, that nothing herein shall be construed to prevent any party from suing to enforce this Agreement or seeking any other available remedy for breach of this Agreement, consistent with the terms of this Agreement.

(p) 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 that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

9. Hazardous and toxic waste

(a) ASRC, Nunamiut and the City have received no actual notice and are not aware that any of the lands or interests in lands to be conveyed to the United States pursuant to this Agreement have ever been listed by the State of Alaska, or any agency of the United States, as containing any hazardous waste, hazardous material, chemical waste, or any other toxic substance, or that any of the aforesaid substances has been spilled or dumped on such lands or interests in lands.

(b) ASRC, Nunamiut and the City, severally but not jointly, agree to indemnify the United States, as the owners of the lands or interests in lands to be conveyed by each party to the United States pursuant to this Agreement, from any claim, loss, liability, damages or response costs whatsoever against the United States under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Public Law 96-510 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, involving the lands or interests in lands to be conveyed by each party to the United States pursuant

to this Agreement, arising solely with respect to the release or threatened release into the environment of any hazardous substance shown to have been created or placed upon such lands or interests in lands while such lands or interests in lands were owned by ASRC, Nunamiut or the City and prior to the conveyance of such lands or interests in lands to the United States, or resulting from activities undertaken by ASRC, Nunamiut or the City (including lessees, invitees, assigns, agents or contractors of each party) while such lands or interests in lands were owned by ASRC, Nunamiut or the City and prior to the conveyance of such lands or interests in lands to the United States. This indemnification shall include all reasonable costs and expenses (including reasonable attorney's fees) incurred by the United States in connection with any claim, loss, suit, demand, assessment, judgment or response cost incident to the matters indemnified against pursuant to this paragraph. This indemnity shall extend only to the release or threatened release into the environment of a hazardous substance (as defined by federal law) shown to have been created or placed upon such lands or interests in lands while such lands or interests in lands were owned by ASRC, Nunamiut or the City and prior to the conveyance of such lands or interests in lands to the United States, as to which the United States, ASRC, Nunamiut or the City receives legal process or other official notification from a competent court or administrative agency, including the United States, or as to which the United States initiates notice pursuant to Section 120 of CERCLA as amended, within 25 years from the effective date of this Agreement, involving ASRC, Nunamiut, the City or the United States in a judicial, administrative, investigative or other proceeding the purpose of which is to determine the necessity and scope of clean-up, response, or remedial activity and liability for the related costs or damages.

(c) Whenever the United States shall learn of the existence of any liability for which ASRC, Nunamiut or the City is or may be responsible under the undertakings set forth in subparagraph (b) of this paragraph 9, the United States shall notify ASRC, Nunamiut or the City promptly and furnish such copies of documents or other information as the United States may have which may be used or useful in the defense thereof and shall afford ASRC, Nunamiut or the City full opportunity to participate in the defense of the same at its own expense with counsel of its own selection, and shall upon request and at ASRC's, Nunamiut's or the City's expense cooperate with ASRC, Nunamiut or the City in the defense thereof.

10. Encumbrances and other rights

(a) The parties mutually covenant and agree that, prior to the conveyance of the lands or interests in lands provided for in this Agreement, the parties shall not encumber any interests in lands proposed to be exchanged or conveyed to any party under this Agreement, *provided* that if this Agreement has terminated pursuant to any provision of this Agreement, this paragraph shall no longer be effective.

(b) The parties mutually covenant and agree that, prior to the conveyance of the lands or interests in lands provided for in this

Agreement, the parties shall not substantially alter the physical condition or otherwise effect a material change in the management of any lands or interests in lands proposed to be exchanged or conveyed to any party under this Agreement.

(c) Except as provided for in this Agreement, this Agreement neither enlarges nor diminishes the rights of ASRC or Nunamiut under ANCSA, ANILCA or any other law, including specifically the right to control access to and across ASRC and Nunamiut lands.

(d) If Congress has not enacted a law authorizing and ratifying this Agreement within one year after the last dated signature, the Agreement shall terminate, unless extended for an additional period by mutual agreement of all the parties.

(e) All of the lands or interests in lands conveyed to or received by Nunamiut and ASRC under the Agreement shall be deemed to be conveyed and received pursuant to exchange under section 22(f) of ANCSA, as amended.

For:

CITY OF ANAKTUVUK PASS, AK,
(By) REID NAY, *Mayor*.

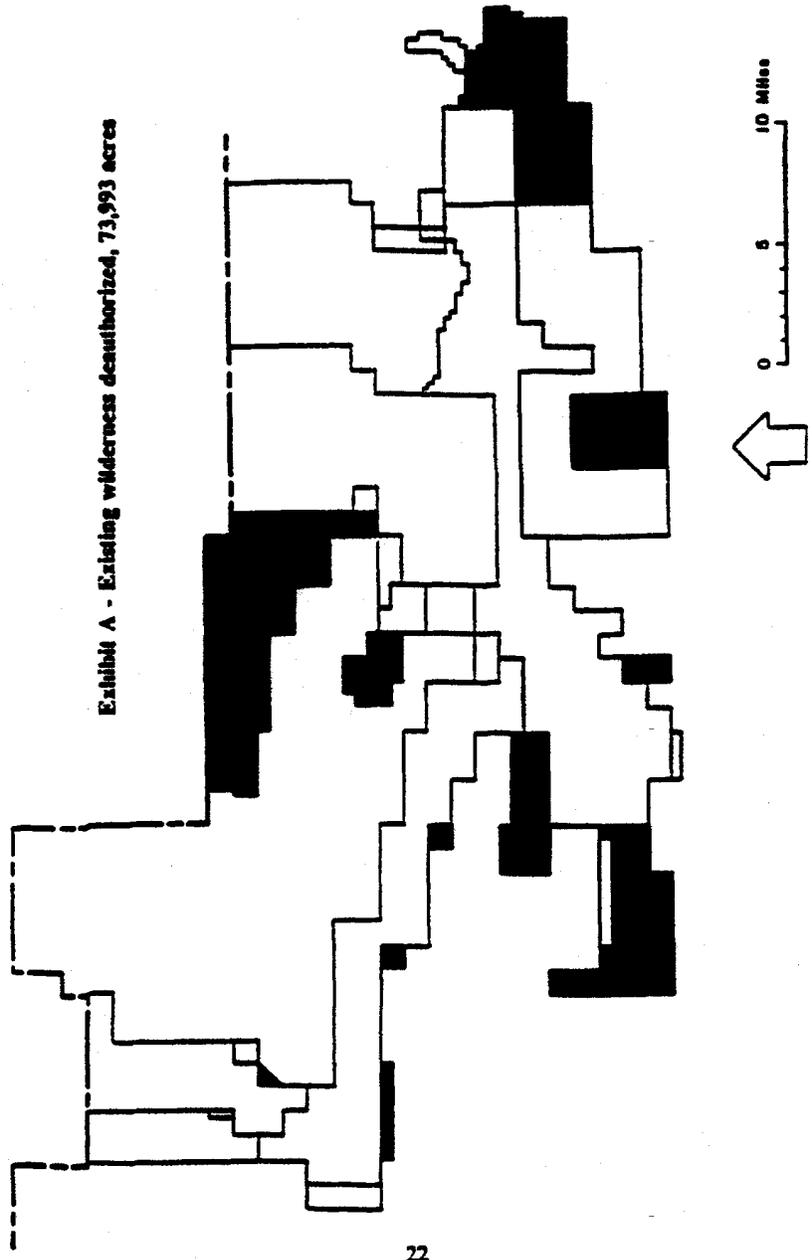
NUNAMIUT CORP.

(By) _____, *President*.

ARCTIC SLOPE REGIONAL CORP.,
(By) JACOB ADAMS, *President*.

SECRETARY OF THE INTERIOR,
(By) JOHN MICHAEL HAYDEN,
*Assistant Secretary for Fish
and Wildlife and Parks.*

Exhibit A - Existing wilderness deauthorized, 73,993 acres



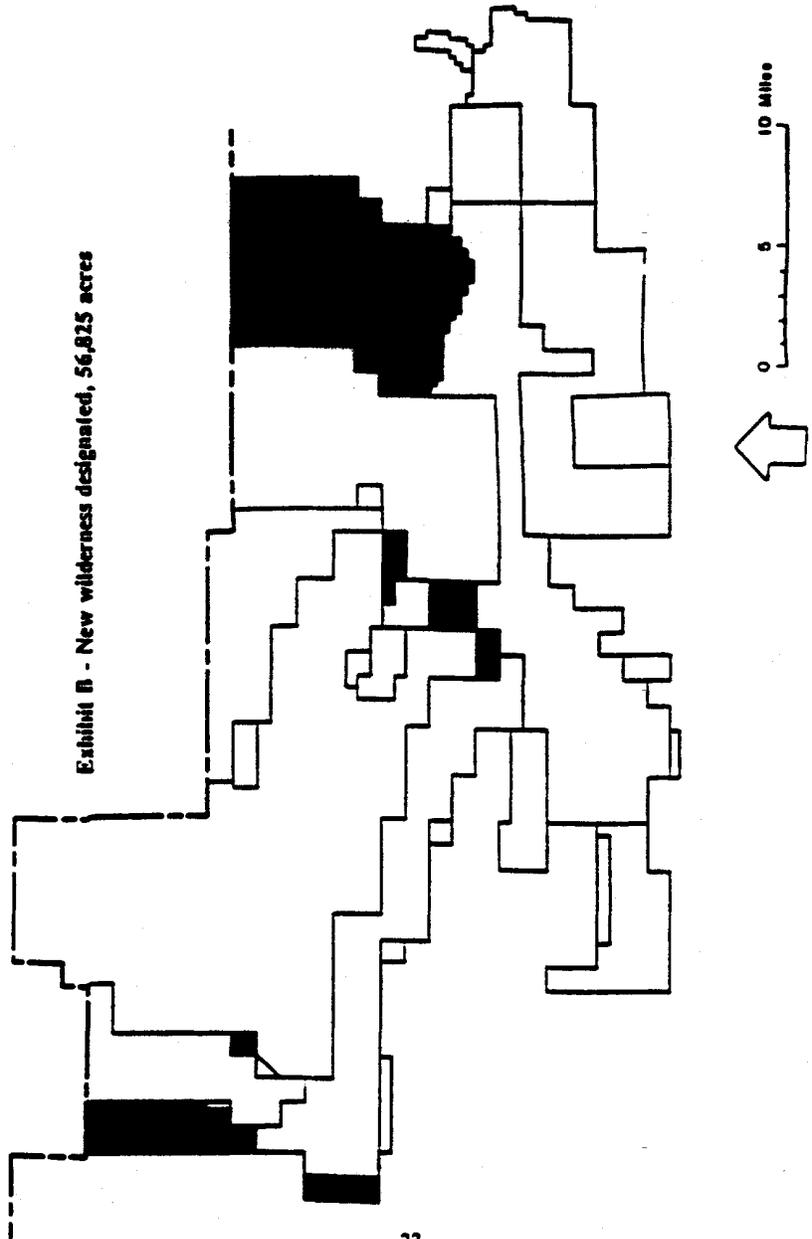
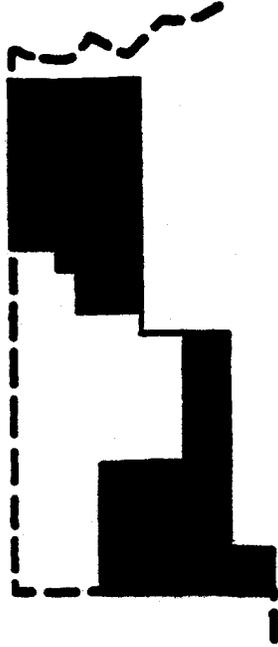


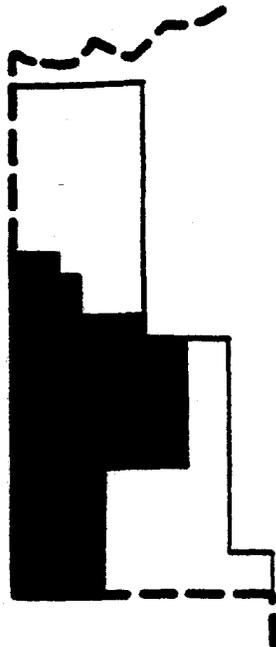
Exhibit B - New wilderness designated, 56,825 acres

Exhibit C

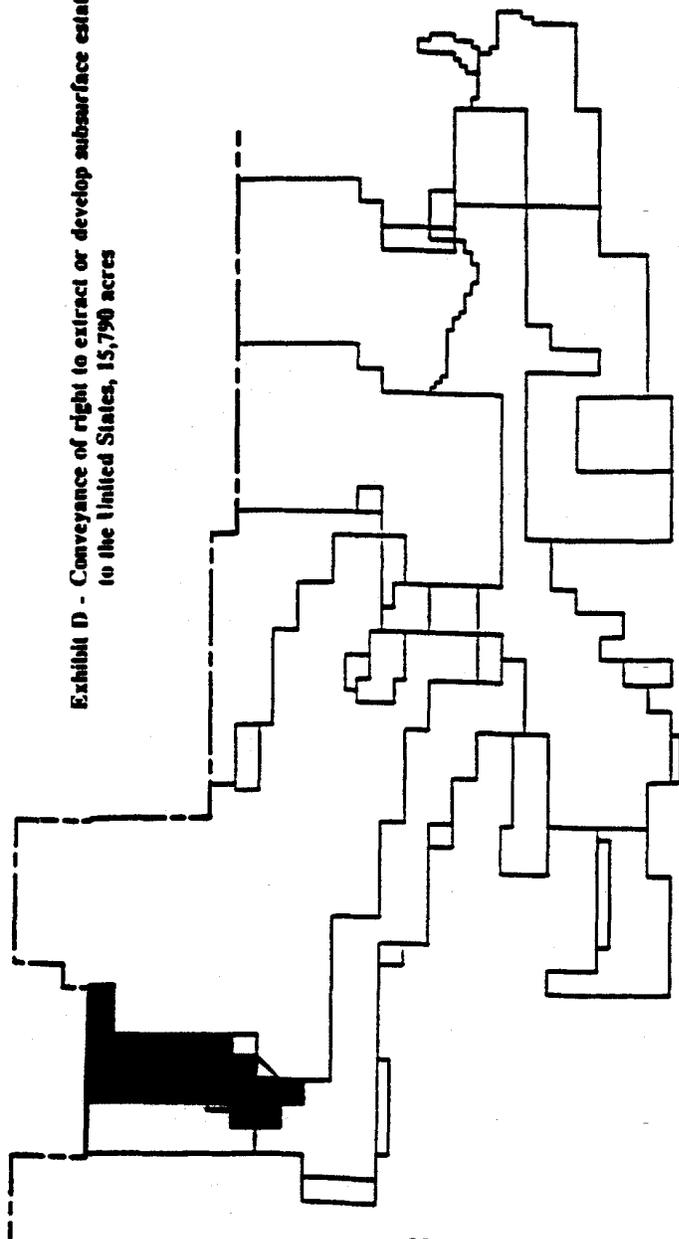
1. Surface use and access conveyed to the United States.
17,500 acres



2. Surface access retained by ASRC for exploration and development, 13,933 acres

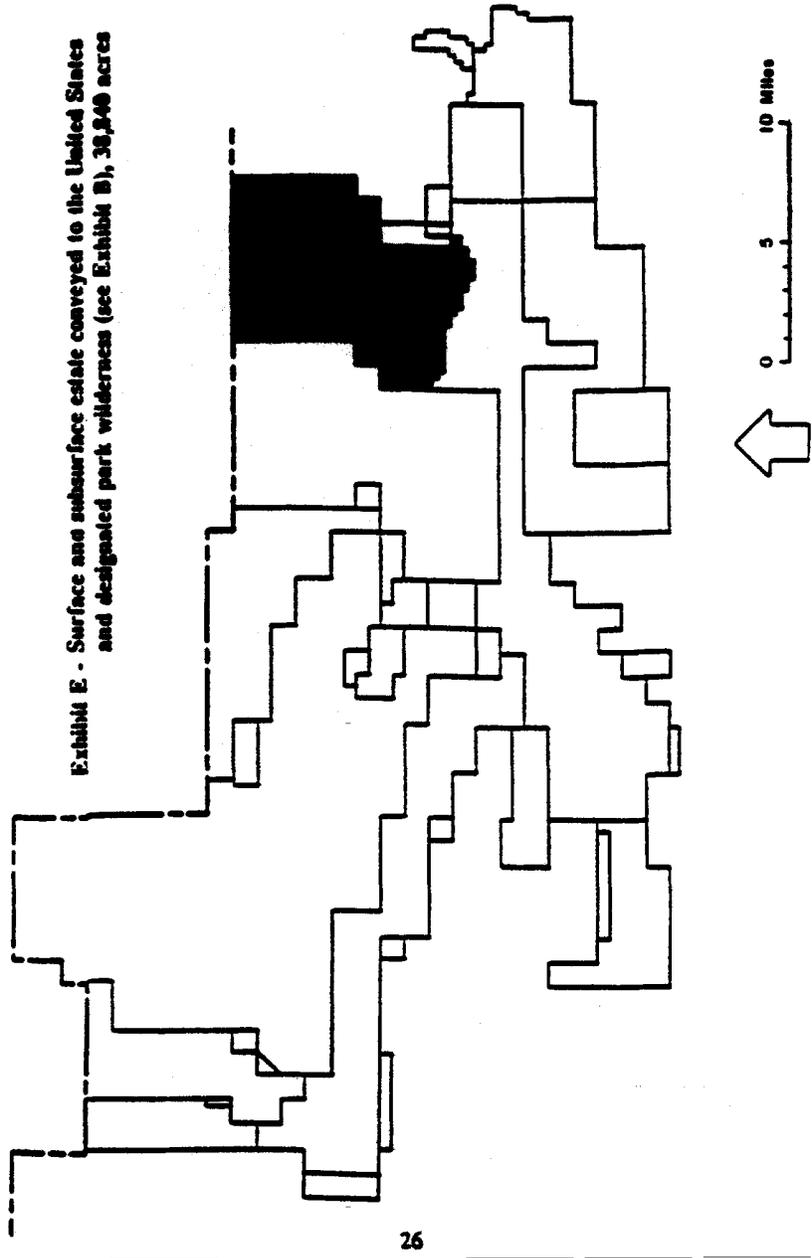


**Exhibit D - Conveyance of right to extract or develop subsurface estate
to the United States, 15,790 acres**



2

Exhibit E - Surface and subsurface estate conveyed to the United States and designated park wilderness (see Exhibit B), 38,848 acres



**Exhibit F - Existing ASRC and Nonamut Corporation lands closed to
the development of surface and subsurface estate, 52,937
acres**

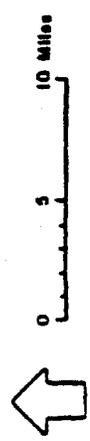
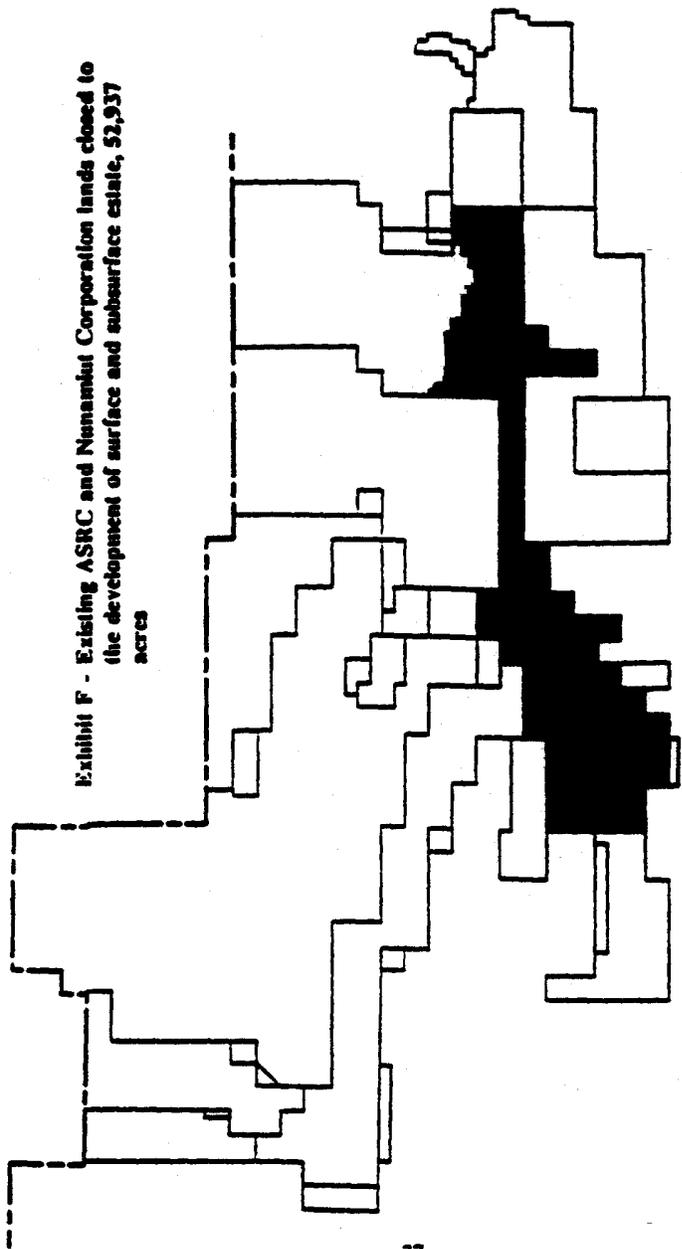
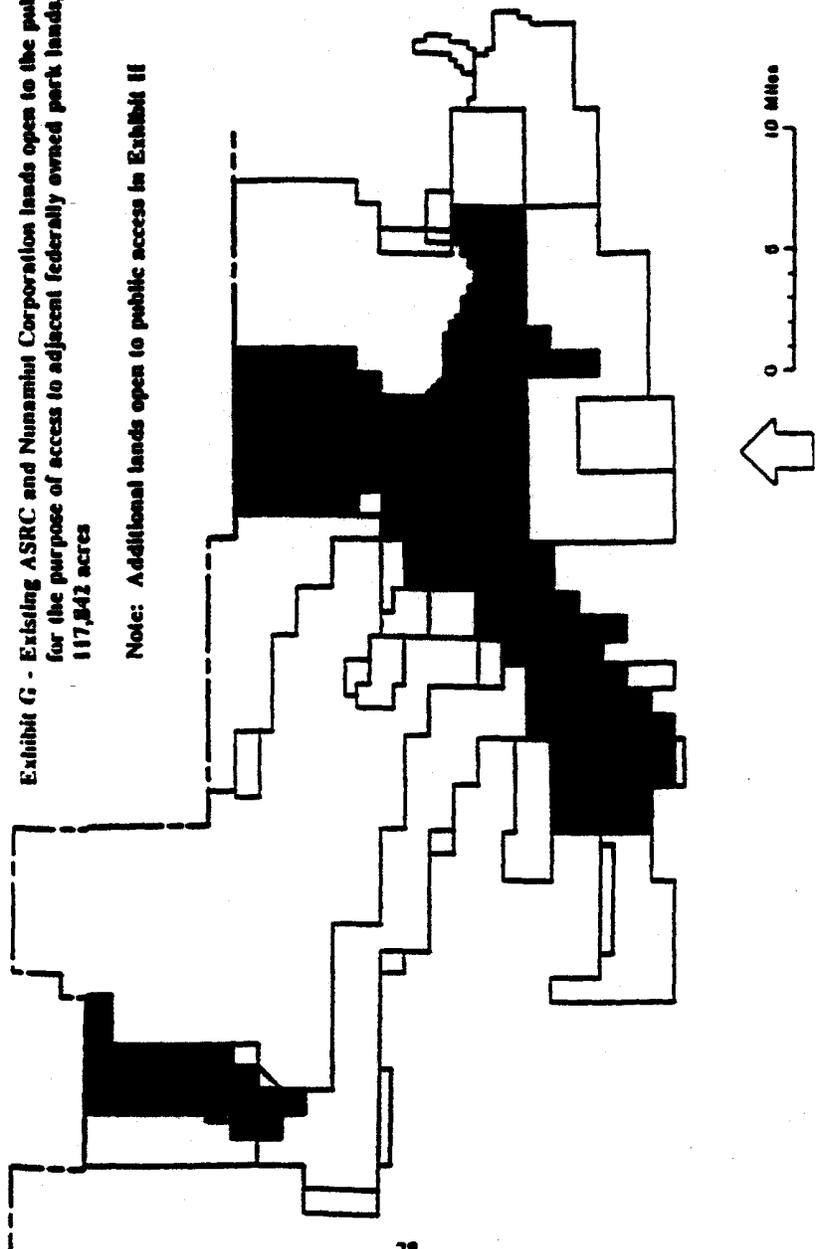


Exhibit G - Existing ASRC and Nunamint Corporation lands open to the public for the purpose of access to adjacent federally owned park lands, 117,842 acres

Note: Additional lands open to public access in Exhibit II



**Exhibit II - Conveyed to ASRC and Nunamiut Corporation with
development and public access rights retained by the
United States, 38,642 acres**

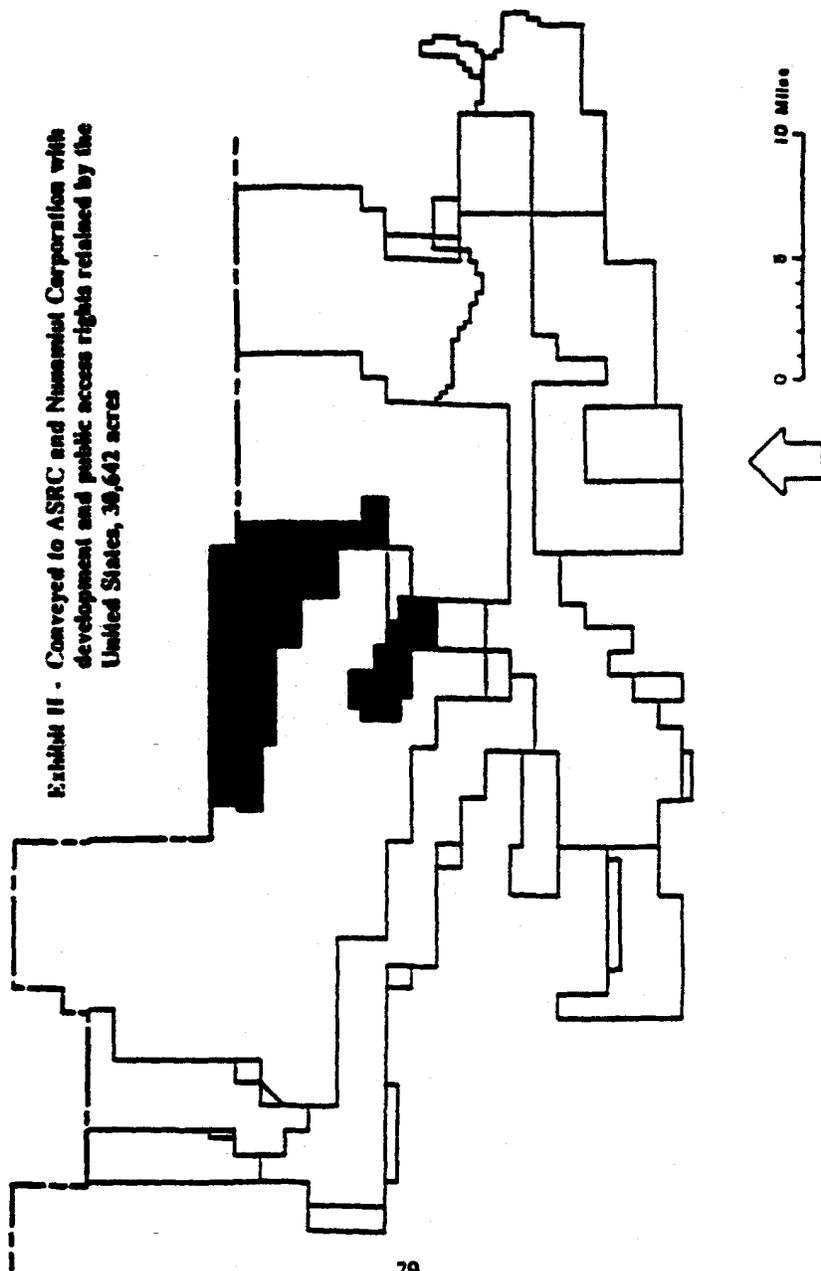
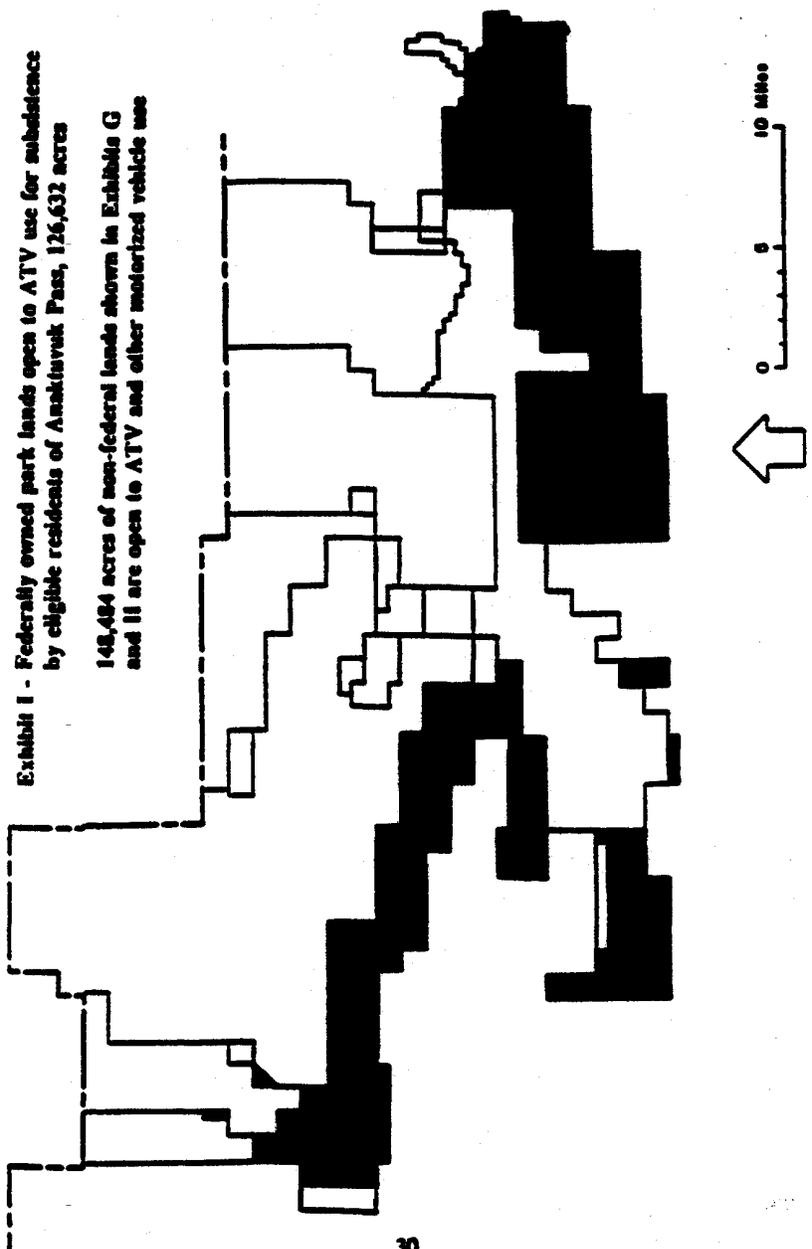


Exhibit I - Federally owned park lands open to ATV use for subsistence by eligible residents of Anaktuvuk Pass, 126,632 acres
148,484 acres of non-federal lands shown in Exhibits G and H are open to ATV and other motorized vehicle use



AMENDMENT

This Amendment entered into effect the 17th day of December 1993, by Arctic Slope Regional Corporation (hereinafter "ASRC"), Nunamiut Corporation (hereinafter "Nunamiut"), the City of Anaktuvuk Pass (hereinafter "City"), and the United States of America, and the Secretary of the Interior, acting through the Assistant Secretary of the Interior for Fish and Wildlife and Parks of the Department of the Interior (hereinafter "the Secretary"). ASRC, Nunamiut, City, and the Secretary are collectively referred to as "the Parties."

This document amends the agreement between the Parties titled "Donation, Exchange of Lands and Interests in Lands and Wilderness Redesignation Agreement Among Arctic Slope Regional Corp., Nunamiut Corp., City of Anaktuvuk Pass and the United States of America" entered into on the 17th day of December 1992 (hereinafter "the Agreement").

Whereas, Section 10(d) the Agreement provides, "If Congress has not enacted a law authorizing and ratifying the Agreement within one year after the last dated signature, the Agreement shall terminate, unless extended for an additional period by mutual agreement of all the Parties," and

Whereas, Congress has not enacted a law authorizing and ratifying the Agreement, 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 section 10(d) of the Agreement shall be replaced and amended as follows:

(d) If Congress has not enacted a law authorizing and ratifying this Agreement by December 31, 1994, the Agreement shall terminate, unless extended for an additional period by mutual agreement of all the Parties.

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.

For:

SECRETARY OF THE INTERIOR,
(By) GEORGE T. TRAMPTON,
Assistant Secretary, Fish and Wildlife and Parks.

NUNAMIUT CORP.
(By) _____, *President.*

GATES OF THE ARCTIC EXCHANGE AGREEMENT

AMENDMENT NO. 2

This Amendment is entered into effective the 15th day of February 1994 and except as otherwise provided by this Amendment, is by and among the Arctic Slope Regional Corporation (hereinafter "ASRC"), Nunamiut Corporation (hereinafter "Nunamiut"), the City of Anaktuvuk Pass (hereinafter "City"), and the United States of America, and the Secretary of the Interior, acting through the As-

sistant Secretary of the Interior for Fish and Wildlife and Parks of the Department of the Interior (hereinafter "the Secretary"). ASRC, Nunamiut, the City, and the Secretary (or any two or more of them) are collectively referred to as "the Parties."

This document amends the Agreement between the Parties entitled "Donation, Exchange of Lands and Interests in Lands and Wilderness Redesignation Agreement Among Arctic Slope Regional Corp., Nunamiut Corp., City of Anaktuvuk Pass and the United States of America" entered into on the 17th day of December 1992 (hereinafter "the Agreement") and referred to above as "Gates of the Arctic Exchange Agreement."

Whereas, section 4(d) of the Agreement provides:

(d) ATV use on the above lands may be modified only to the extent reasonably necessary to carry out the Secretary's responsibilities for the protection of archaeological or historic resources, endangered species of plants or animals or the maintenance of healthy populations of wildlife.

and

Whereas, it will further the purposes of the Agreement to provide for a mutually satisfactory way for the Nunamiut and the Secretary, in consultation with the City, to cooperatively evaluate and cooperatively act to ensure the effects of ATV use on Park lands will remain at acceptable levels; and

Whereas, the undersigned Parties mutually agree that the Agreement should be amended to achieve this goal.

Now, therefore, in consideration of the foregoing and the mutual covenants contained in this Amendment, the undersigned Parties covenant and agree that Section 4(d) of the Agreement shall be replaced and amended to read as follows:

(d) ATV use on Park lands may be modified only to the extent necessary to ensure the protection of Park resources, including archaeological or historic resources, endangered species, the maintenance of natural and healthy populations of wildlife, water quality, vegetation, and soils. In consultation with the City, the Nunamiut and the Secretary will cooperatively establish a program to evaluate the effects of ATV use on Park lands. In consultation with the City, the Nunamiut and the Secretary will annually review the data from the evaluation program. Should the evaluation program show that effects are approaching an unacceptable level, actions to insure effects will remain at acceptable levels will be undertaken for the following ATV use seasons. The actions to be taken to reduce the effects to insure they are at an acceptable level will be determined by mutual agreement of the Nunamiut and the Secretary, in consultation with the City. Whether the effects of ATV use are acceptable or not shall be determined by reference to the predicted environmental consequences of "Alternative C" as described on pages 168 through 194 of the Final Legislative Environmental Impact Statement, released in association with this Agreement on May 1, 1992, or on other mutually agreed upon criteria that result from analysis of data from the evaluation program.

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.

NUNAMIUT CORP.,

(By)——— ———, *President.*

ARCTIC SLOPE REGIONAL CORP.,

(By) JACOB ADAMS, *President.*

SECRETARY OF THE INTERIOR,

(By) GEORGE T. FRAMPTON, Jr.,
*Assistant Secretary, Fish
and Wildlife and Parks.*

CITY OF ANAKTUVUK PASS,

(By) REID NAY, *Mayor.*

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