

## **APPENDIX 2**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BUREAU OF LAND MANAGEMENT, ALASKA  
THE NATIONAL PARK SERVICE, ALASKA REGION  
AND  
THE U.S. FISH AND WILDLIFE SERVICE, REGION 7

JFC 15  
2 49 PM '88

I. Purpose

The purpose of this Memorandum of Understanding is to clarify the procedures to be used in determining which agency will administer certain ANCSA 17(b) easements, the process for administering those easements, and for the termination of easements.

II. Background

Section 17(b) of the Alaska Native Claims Settlement Act (ANCSA), 43 U.S.C. 1616(b), authorizes the reservation of public easements on lands conveyed to Native regional and village corporations. Departmental Manual 601 DM 4 (September 11, 1984) establishes procedures for the administration of easements under the jurisdiction of the Department of the Interior. It provides that an easement reserved pursuant to Section 17(b) of ANCSA shall be administered by the Department of the Interior agency whose land is accessed by the easement.

To date approximately 2,050 easements have been reserved under the authority of ANCSA. Present estimates are that the Bureau of Land Management (BLM) will administer forty eight percent (48%) of the easements, twenty two percent (22%) will be administered by the U.S. Fish and Wildlife Service (F&WS), and three percent will be administered by the National Park Service (NPS). The remaining twenty seven percent (27%) are, or may be, administered by non-Interior agencies such as the U.S. Forest Service, the U.S. Coast Guard, Federal Aviation Administration, U.S. Air Force, U.S. Navy, the State of Alaska, a borough, or municipal government.

III. Authority

Alaska Native Claims Settlement Act (ANCSA) - 43 U.S.C. 1616(b)

Alaska National Interest Lands Conservation Act (ANILCA) -  
16 U.S.C. 3101

Federal Land Policy Management Act of 1976 (FLPMA) - 43 U.S.C. 1701,  
et seq.

Fish and Wildlife Act of 1956 - 16 U.S.C. 742a-742j, as amended

National Wildlife Refuge System Administration Act of 1966 -  
16 U.S.C. 668dd-668ee, as amended

National Park Service Organic Act of 1916 - 16 USC 1, as amended

#### IV. Definitions

The following definitions apply to this document:

**Conformance:** The process by which a reserved easement is conformed to the legal criteria set out at 43 CFR 2650.4-7, if necessary and appropriate (Generally these are conveyances made prior to the promulgation of the current regulations of 1976 and in such cases there are often specific easement conformance agreements with the affected ANCSA corporation).

**Conservation System Unit:** A Conservation System Unit (CSU) is any unit in Alaska of the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, or a National Forest Monument, including existing units, units established, designated, or expanded by or under the provisions of ANILCA, additions to such units, and any such units established, designated, or expanded hereafter.

**Determination of Administration:** The procedure used to ascertain which agency has responsibility for administration of an easement reserved under Section 17(b) of ANCSA.

**Easement:** A non-possessory interest in land, reserved under Section 17(b) of ANCSA, which allows for public use of specifically identified sites or routes for public access across lands conveyed to Native regional and village corporations.

**Transfer of Administration:** The procedure by which an agency having administrative responsibility for a 17(b) easement may transfer its responsibility to another Federal agency, the State of Alaska, a borough, or municipal government.

**Termination:** A release to the servient landowner of the easement interest held by the United States.

#### V. Determination of Administration:

- A. Easements reserved within the exterior boundaries of a CSU shall be administered by the agency managing the CSU.
- B. Easements that access a CSU shall be administered by the agency managing the CSU.
- C. Easements accessing private lands and not within the boundaries of a CSU or accessing a CSU shall be administered by the BLM, until administration is assumed by another agency or the easement is terminated.
- D. Easements accessing State lands and not within the boundaries of a CSU are eligible for administration by the State.

- E. If an easement accesses lands managed by more than one agency, the agency having the largest land area accessed by the easement shall be responsible for administration of the entire easement.
- F. BLM shall conform easements in accordance with the current regulations and applicable easement agreements, prior to the determination of administration of the easement.
- G. The BLM shall recommend the appropriate administering agency (except for easements within a CSU), and shall notify that agency in writing of the easement determination. Upon concurrence by the affected agency, the Bureau will effect transfer of administration of the easement, by noting the public land record and forwarding a copy of the easement casefile to the affected agency. Agency notification shall include those items specified in Departmental Manual 601 DM 4.3A.

#### VI. Administration

If an easement administered by an agency accesses lands managed by another agency or agencies, the administering agency shall consult the affected agency or agencies at least 30 days prior to taking any action that significantly affects use of the easement except in the case of emergency actions necessary for protection of life or property. This requirement to consult shall not be construed as requiring consent.

#### VII. Transfer of Administration

- A. An agency with responsibility for administration of an easement may transfer administration of that easement to another Federal agency, the State of Alaska, a borough, or municipal government only if such a transfer is in the best interest of the United States, is otherwise authorized by law and the public will be guaranteed reasonably necessary public access. Transfer of administration shall be in accordance with Departmental Manual 601 DM 4.4A and B.
- B. If an agency proposes to transfer administration of all or part of an easement, that agency will effect the transfer, then notify BLM in writing so that the public land record (easement file) can be noted. Any available updated plats or maps should be included by the transferring agency as part of the notification to BLM.
- C. In cases where administration of an easement is transferred to the State, borough, or municipality, the easement holder remains the United States. The Federal agency transferring administration remains responsible for assuring the easement is managed in accordance with existing regulations and the Departmental Manual 601.

### VIII. Termination of Administration

- A. In accordance with Departmental Manual 601 D.M.4.4C and the Code of Federal Regulations, 43 C.F.R. 2650.4-7(a)(13), if an agency determines that an easement under its administration is no longer necessary for public use or governmental function, the Regional Director of the agency shall advise the BLM State Director in writing of its intention to terminate the easement. The notice shall be supported with documentation that:
1. the easement is no longer necessary for public access or governmental function; or
  2. an alternative easement has been offered by the servient landowner; or
  3. termination is required by law.
- B. The agency with administrative responsibility for the easement shall issue a notice of proposed action (termination of the easement) with a comment period of a minimum of 30 days, to the servient landowner and interested parties.
- C. Upon completion of the comment period the administering agency shall make the decision on the disposition of the easement. A copy of the decision to terminate an easement will be forwarded to the BLM, who will issue an appealable decision to terminate all or any portion of the easement.
- D. If no appeal is filed, the BLM will process the request for termination of the easement, release all interest to the servient landowner, note the easement records, and close the casefile.
- E. If the decision is appealed, the responsible Department of the Interior agency will assist the Regional Solicitor's office in responding to the appeal. Appeals are decided by the Interior Board of Land Appeals (IBLA).
1. Upon receiving a decision from the IBLA, the BLM will notify the requesting agency in writing of the IBLA decision. If the decision is favorable, BLM will continue processing termination of the easement. If the decision is not favorable, BLM will document the easement file as to the IBLA decision and the easement will continue to be administered by the original agency.
- F. No easement accessing isolated tracts of public land shall be terminated solely because of the absence of proof of public use. Public easements which have been reserved to guarantee international treaty obligations shall not be terminated unless the Secretary determines that the reasons for such easements no longer justify the reservation.

IX. General Provisions

A. Expenditure of Appropriated Funds

All performance in response to this MOU is subject to the availability of appropriated funds and existing statutory authority.

B. Termination of Agreement

This MOU may be terminated by any of the parties to the agreement upon giving ninety (90) days advance written notice to the other parties, providing that the notice allows sufficient time for an orderly completion of work in progress.

C. Reviews

This MOU will be reviewed every three (3) years to determine if changes should be made.

D. Changes

Renegotiation of any part of this MOU may be initiated at any time by any party to this MOU. Changes in the provisions of this MOU may be made only if all parties agree to the changes, the changes are put in writing, and added as an addendum to this MOU.

E. Limitations

Nothing in this agreement is to be construed as superceding or usurping existing laws, regulations, or agency responsibilities.

IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding as of the last date written below.

Acting

State Director, Alaska  
Bureau of Land Management

Signature Richard F. Shorsby  
Acting State Director

Date Dec. 6, 1988

Regional Director, Alaska  
U.S. Fish and Wildlife Service

Signature Walter D. Steigly

Date 12/12/88

Acting

Regional Director, Alaska  
National Park Service

Signature [Signature]

Date 12/7/88

DEC 12 2 49 PM 1988  
BLM AK SO 0-1-1

040

United States Department of the Interior  
Bureau of Land Management  
Alaska State Office  
222 W. 7th Avenue, #13  
Anchorage, Alaska 99513

2650.4 (932)

October 4, 1990

Information Bulletin No. AK 91-5

To: DMs  
From: State Director, Alaska  
Subject: Forest Service 17(b) Memorandum of Understanding

We hereby transmit the completed Memorandum of Understanding between BLM and the Forest Service on 17(b) easement management.

601 DM 4.1 provides that easements serving lands under other Federal Agency administration shall be the responsibility of that agency. Further, where that easement accesses or is a part of the access to a conservation system unit (CSU), that easement shall become part of that unit and be administered accordingly.

Upon conveyance to a Native Corporation, the lands conveyed are no longer a part of the CSU or the National Forest, but for easement management they are still within the exterior boundaries of these units and continue to be administered by the appropriate agency whose lands they access.

The FS MOU contains the same provisions for acknowledging management of easements within the exterior boundaries of a National Forest and the transfer of easements that access a National Forest. Should it be in the interest of the State of Alaska to manage this type of easement, they would need to negotiate the transfer of the easement with the agency having jurisdiction over the unit in question.

As of 1988, there were 640 easements that would be affected by the two MOUs now in place. We hope this will allow you to expedite the transfer of easements as the patents are issued.

If you have any questions, please contact Pat Bower, Branch of Land Resources (932) at 271-3339.

  
Edward F. Spang  
State Director, Alaska



United States  
Department of  
Agriculture

Forest  
Service

Alaska Region

P.O. Box 21628  
Juneau, AK 99802-1628

Reply to: 5460

Date: SEP 04 1990

Mr. Edward F. Spang  
Alaska State Director  
Bureau of Land Management  
Alaska State Office  
222 West 7th Avenue, # 3  
Anchorage, AK 99513-7599

*RB 9/10*

Dear Mr. Spang:

I am pleased to forward the signed Memorandum of Understanding (MOU) on management of 17(b) easement by our respective agencies.

Thank you for taking the lead in the initiation and development of the MOU. This will further define and help clear up some of the management responsibilities with the 17(b) questions, that have been unclear in the past.

We have retained one of the two original copies for our files.

Sincerely,

MICHAEL A. BARTON  
Regional Forester

Enclosures



90035

1BLM MOU AK 974-MUO-20

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BUREAU OF LAND MANAGEMENT, ALASKA  
AND  
THE U.S. FOREST SERVICE, REGION 10

I. Purpose

The purpose of this Memorandum of Understanding is to clarify the procedures to be used in determining which agency will administer certain ANCSA 17(b) easements, the process for administering those easements, and for the termination of easements.

II. Background

Section 17(b) of the Alaska Native Claims Settlement Act (ANCSA), 43 U.S.C. 1616(b), authorizes the reservation of public easements on lands conveyed to Native regional and village corporations. Departmental Manual 601 DM 4 (September 11, 1984) establishes procedures for the administration of easements under the jurisdiction of the Department of the Interior. It provides that an easement reserved pursuant to Section 17(b) of ANCSA serving lands under other Federal agency administration shall be the responsibility of that agency.

Approximately 2,050 easements have been reserved under the authority of ANCSA. Present estimates are that the Bureau of Land Management (BLM) will administer forty-eight percent (48%) of the easements, twenty-two percent (22%) will be administered by the U.S. Fish and Wildlife Service, and three percent (3%) will be administered by the National Park Service. The remaining twenty-seven percent (27%) are, or may be, administered by non-Interior agencies such as the U.S. Forest Service (FS), the U.S. Coast Guard, Federal Aviation Administration, U.S. Air Force, U.S. Navy, the State of Alaska, a borough, or municipal government.

III. Authority

Alaska Native Claims Settlement Act (ANCSA) - 43 U.S.C. 1616(b)

Transfer of Administration: The procedure by which an agency having administrative responsibility for a 17(b) easement may transfer its responsibility to another Federal agency, the State of Alaska, a borough, or municipal government.

Termination: A release to the servient landowner of the easement interest held by the United States.

V. Determination of Administration

- A. Easements reserved for public access and governmental purposes within the exterior boundaries of a National Forest shall be administered by the FS and the BLM shall acknowledge that administration in writing.
- B. Easements that access a National Forest shall be administered by the FS unless transferred to another governmental agency as provided for in this agreement.
- C. Easements not within the boundaries of a National Forest or accessing a National Forest but accessing private lands shall be administered by the BLM, until administration is assumed by another agency or the easement is terminated.
- D. Easements accessing State lands and within the boundaries of a National Forest are eligible for administration by the State.
- E. BLM shall conform easements in accordance with the current regulations and applicable easement agreements, prior to the determination of administration of the easement.
- F. If an easement accesses lands managed by more than one agency, the agency having the largest land area accessed by the easement or by mutual agreement of agencies involved shall be responsible for administration of the entire easement .
- G. The BLM shall recommend the appropriate administering agency and shall notify the agency in writing of the easement determination.

- C. Any use authorization granted for an activity on publicly owned land may include the necessary authorization for the appropriate use of the accessing public easements. The authorization shall not allow uses which are not provided for in the easement reservation. If authorization is required to construct and use a reserved easement, the administering agency may grant such authority.
- D. Prior to on-the-ground activities such as locating, marking or developing an easement by the FS, the servient owner(s) will be consulted.
- E. The physical location of an easement under FS administration may be adjusted through donation, exchange or acquisition. The purpose of adjustment would be to rectify a usability problem or to accommodate the servient owner's development of the lands and shall be made only after the FS and servient owner agree to the adjustment. Such adjustments shall be reduced to writing, forwarded to BLM for a preliminary and final title opinion by the Regional Solicitor, recorded, and documentation of the above (including corrected easement maps) provided to the BLM for noting of the public land records.
- F. An easement is a property interest which may be exchanged. An easement may be exchanged if an acceptable alternate easement or benefit is offered by the servient landowner(s).

VII. Transfer of Administration

- A. The FS may transfer administration of any 17(b) easement under their administration to another Federal agency, the State of Alaska, a borough, or municipal government only if such a transfer is in the best interest of the United States as determined by the FS, is otherwise authorized by law and the public will be guaranteed reasonably necessary public access.
- B. The FS may, under appropriate authority, negotiate the transfer of its administration of any easement to any appropriate unit of Federal or State government. Upon acceptance of transfer, the FS

- B. Upon receiving concurrence, the FS shall issue a notice of proposed action (termination of the easement) with a comment period and an opportunity for a hearing for a minimum of 30 days, to the servient landowner and interested parties. If it is determined that a hearing is deemed necessary the FS will conduct a hearing.
- C. Upon completion of either the comment period or the hearing the FS shall make the decision on the disposition of the easement. A copy of the decision to terminate an easement and supporting documentation will be forwarded to the BLM who will issue and publish an appealable decision to terminate all or any portion of the easement.
- D. If no appeal is filed, the BLM will process the request for termination of the easement, release all interest to the servient landowner, note the easement records, and close the casefile.
- E. If the decision is appealed, the FS and the BLM will assist the Regional Solicitor's office in responding to the appeal. Appeals are decided by the Interior Board of Land Appeals (IBLA).
  - 1. Upon receiving a decision from the IBLA, the BLM will notify the FS in writing of the IBLA decision. If the decision is favorable, BLM will continue processing termination of the easement. If the decision is not favorable, BLM will document the easement file as to the IBLA decision and the easement will continue to be administered by the FS or as determined by the IBLA decision.
- F. No easement accessing isolated tracts of public land shall be terminated solely because of the absence of proof of public use. Public easements which have been reserved to guarantee international treaty obligations shall not be terminated unless the Secretary determines that the reasons for such easements no longer justify the reservation.

020-9701

Appendix 2. C.  
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MEMORANDUM OF UNDERSTANDING  
between  
U.S. Department of the Interior  
Bureau of Land Management (BLM)

and

State of Alaska  
Department of Transportation and Public Facilities (DOTPF)  
Northern Regional Office

Concerning:  
Transfer of Administration of ANCSA 17(b) Easements

I. Purpose

This Memorandum of Understanding provides procedures for transferring administration of and administering easements reserved under Sec. 17(b) of the Alaska Native Claims Settlement Act (ANCSA).

II. Objective

The objective is to provide for safe and reliable public access to State lands and waters by transferring administration of 17(b) easements from BLM to DOTPF. After coordinating with DOTPF, the BLM has determined that it would be in the best interest of the United States and the public to transfer management to the State agency.

III. Authorities

A. Alaska Native Claims Settlement Act, as amended, at 43 U.S.C. 1616(b) and 43 U.S.C. 1633 authorizes the reservation and management of public easements on lands conveyed to Native regional and village corporations.

B. Federal Land Policy and Management Act of 1976, Sec. 307 (b), 43 U.S.C. 1737 allows the Secretary of the Interior to enter into cooperative agreements involving the management of public lands.

C. Alaska Statutes 19.05.040. establishes the power of the Department of Transportation and Public Facilities to manage land and enter into this agreement.

D. Interior Departmental Manual 601 DM 4, September 11, 1984, establishes procedures for the administration of easements under the jurisdiction of the Department of the Interior. It

provides that an easement reserved pursuant to Section 17(b) of ANCSA shall be administered by the Department of the Interior agency whose land is accessed by the easement. Administration of an easement accessing State lands and not within the boundaries of a Federal Conservation System Unit may be transferred to the State of Alaska, an Alaska Borough or municipal government if the Secretary of the Interior determines that it is in the best interest of the United States or public and is otherwise authorized by law.

IV. Procedures/Responsibilities: The BLM and DOTPF agree to the "transfer of administration." This is the procedure by which the BLM may transfer its responsibility to another Federal agency, a borough, a municipal government, or in this instance, the State of Alaska, DOTPF.

A. The BLM is responsible for the following:

1. Whenever the transfer of administration of an easement accessing State lands or waters is proposed, the BLM District Manager (DM) shall notify the DOTPF and the servient owner(s) not less than 30 days prior to executing the transfer. The notice shall include the easement identification number (EIN), name or location of the State land or water accessed, the servient landowner's name and mailing address, the size, length and acreage of the easement, authorized uses and a map depicting the easement.

2. BLM shall consider all comments submitted by the servient owner(s) prior to the final transfer. The BLM shall adjust the physical location of an easement to rectify a usability problem or to accommodate the servient owner's development of the lands only after the servient owner agrees to the adjustment. Such adjustments shall be reduced to writing and recorded prior to transfer of the easement.

3. The DM shall issue a decision transferring administration of the easement however, the easement holder remains the United States. The BLM remains responsible for assuring the easement is managed in accordance with existing regulations and the Departmental Manual 601. The Alaska State Office, Bureau of Land Management, shall maintain records of all easements.

4. Upon receipt of a decision to return administration of an easement BLM will issue an appealable decision addressing future administration of all or any portion of the easement. If no appeal is filed, the BLM will note the easement records.

Appeals are decided by the Interior Board of Land Appeals (IBLA). Upon receiving a decision from the IBLA, the BLM will notify DOTPF in writing of the IBLA decision. BLM will document the easement file as to the IBLA decision and the easement will be terminated or administered by BLM.

B. The DOTPF is responsible for the following actions:

1. The DOTPF's Chief Right-of-Way Agent in the Northern Region shall maintain necessary maps or other appropriate reference materials which display the location of, and authorized uses for the easement. This information shall be available in the Northern Regional Office of the DOTPF. DOTPF is responsible for making necessary supplemental use information available to the Bureau of Land Management.

2. DOTPF has the right to remove and use vegetal materials and common varieties of soil, sand, gravel, and stone within the easement, at no cost, to the extent necessary for the development or management of the particular easement, except as limited by specific negotiated agreements with the servient owner(s). Vegetal materials and common varieties of soil, sand, gravel, and stone not necessary for the development or management of the particular easement remain the property of the servient owner. However, nothing in this MOU gives or shall be considered to give an easement user the right to appropriate vegetal or mineral materials.

3. DOTPF may contract with private entities to perform functions which may be needed as part of the administration of the easement, including but not limited to the installation of signs, construction and maintenance of sites and litter control.

4. The DOTPF Chief Right-of-Way Agent shall advise the BLM District Manager in writing of the need to return administration of the easement. The DOTPF shall issue a notice of proposed action (transfer of the easement) with a comment period of a minimum of 30 days, to the servient landowner and interested parties supported with documentation that:

a. the easement is no longer necessary for public access or governmental function as described in 43 CFR 2650.4-7(a)(13); or

b. an alternative easement has been offered by the servient landowner; or

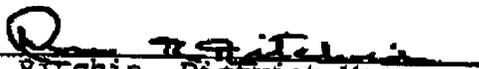
c. that it is no longer in the Department's interest to continue administration of the easement.

Upon completion of the comment period the DOTPF shall make the decision on the disposition of the easement. A copy of the decision to return administration of an easement will be forwarded to the BLM along with all maps or other reference materials that display the location of and the authorized uses for the easement.

VI. Administration

- A. All performance in response to this MOU is subject to the availability of appropriated funds and existing statutory authority.
- B. Nothing in this agreement is to be construed as superseding or usurping existing laws, regulations, or agency responsibilities.
- C. This MOU will be reviewed every five (5) years to determine if changes should be made.
- D. Renegotiation of any part of this MOU may be initiated at any time by any party to this MOU. Changes in the provision of the MOU may be made only if all parties agree to the changes, the changes are put in writing, and added as an addendum to this MOU.
- E. This MOU may be terminated by any of the parties to the agreement upon giving ninety (90) days advance written notice to the other parties, providing that the notice allows sufficient time for an orderly completion of work in progress.
- F. This MOU becomes effective upon the signature of approving officials for both parties.

APPROVED

  
 Dee Ritchie, District Manager  
 Northern District Office  
 Bureau of Land Management  
 U.S. Department of the Interior

  
 John A. Miller, Chief R/W Agent  
 Northern Region  
 Department of Transportation  
 and Public Facilities  
 State of Alaska

Date: 10-22-96

Date: 10/24/96

(Sent to John Bennett 10/11/96)

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

# of Pages 7

To: <i>Brenda B</i>	From: <i>Bundy</i>
Dept./Agency: <i>BLM GFO</i>	Phone #: <i>4742336</i>
Fax #: <i>822-3120</i>	Fax #: <i></i>

NSN 7510-01-317-7388 5099-101 GENERAL SERVICES ADMINISTRATION



United States Department

BUREAU OF LAND MANAGEMENT  
 NORTHERN DISTRICT OFFICE  
 1150 University Avenue  
 Fairbanks, Alaska 99709-3899

IN REPLY REFER TO:  
 F-14891-EE (75.4)  
 (020)

*B Bonnell 4/10/97*

FEB 13 1997

**110431**

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

John A. Miller, Chief R/W Agent  
 Northern Region, Alaska  
 Department of Transportation  
 and Public Facilities  
 2301 Peger Road  
 Fairbanks, Alaska 99709-5316

Dear Mr. Miller:

Pursuant to the Memorandum of Understanding AK020-9701 of October 24, 1996, the Bureau of Land Management has reviewed the status of the easement listed below that provides access to land or water under State administration. Administration of the 17(b) easement is hereby transferred to you.

The easement is in conformance with the legal criteria set out in 43 CFR 2650.4-7 and the comments of the servient owner have been considered. The easement is described as follows:

Case File Serial Number: F-14891-EE

Easement ID Number: EIN 3 D9

State Land Accessed: Bed of Navigable Tanana River and State highway FAS 680

Servient Land Owners Name and Address:  
 Bean Ridge Corporation  
 Attn: Dixie Dayo  
 P.O. Box 110  
 Manley Hot Springs, Alaska 99756

Size and Location: A one (1) acre site easement adjacent to the west edge of FAS route 680 in Sec. 30, T. 2 N., R. 15 W., Fairbanks Meridian as shown on the attached USGS map Kantishna River D-2 and site plan STP-0680(28)/66661 dated 7/15/96.

Authorized Uses: Vehicle parking (e.g. aircraft, boats,

ATV's, snowmobiles, cars, trucks), temporary camping, and loading or unloading. Temporary camping, loading or unloading shall be limited to 24 hours.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal.

The records of this office will be noted as to your administration when this decision is final.

Sincerely,

/s/ DEE R. RITCHIE

Dee R. Ritchie  
Northern District Manager

Enclosure:  
Maps depicting easement

cc:  
Bean Ridge Corporation (Certified)  
Attn: Dixie Dayo  
P.O. Box 110  
Manley Hot Springs, Alaska 99756

E 110432

F 14891-66 (25.4) B Berman, 12 020

Laqad

0119

K9

10 991 2-12 K9

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this card so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
  - Restricted Delivery
- Consult postmaster for fee.

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
  - Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

Dayon Ltd  
Attn: James Mary  
201 First Ave  
Fairbanks AK 99701

4a. Article Number

E 110433

4b. Service Type:

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

2-18-97

5. Received By: (Print Name)

J. Holloway

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

F-819 P 02 1-060 P-819

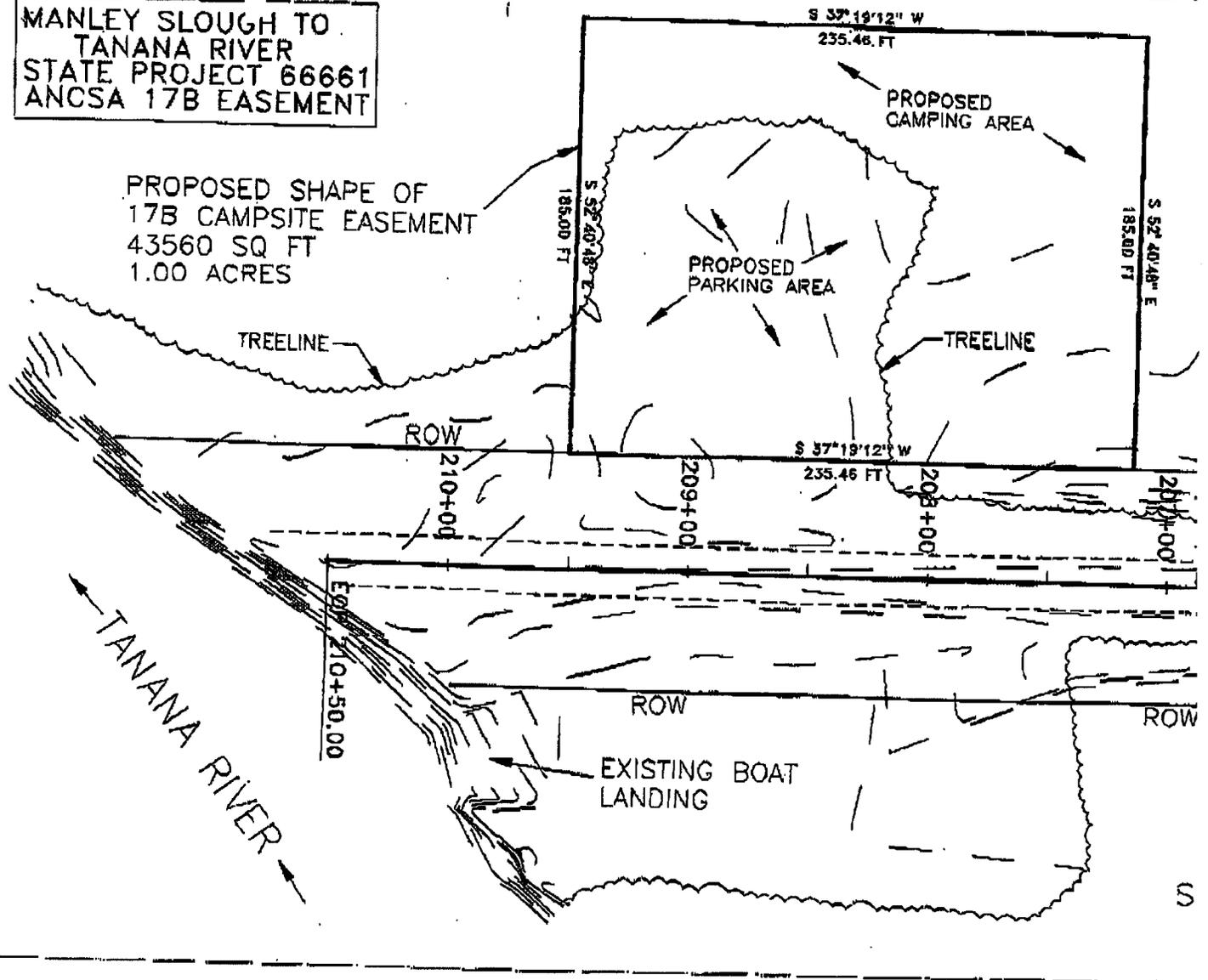
4742281

04-04-06 03:01 PM From:BLM NFO

Thank you for using Return Receipt Service.

MANLEY SLOUGH TO  
 TANANA RIVER  
 STATE PROJECT 66661  
 ANCSA 17B EASEMENT

PROPOSED SHAPE OF  
 17B CAMPSITE EASEMENT  
 43560 SQ FT  
 1.00 ACRES



## MEMORANDUM OF UNDERSTANDING

Appendix 2. D.  
Page 1 of 7

between

The Bureau of Land Management-Alaska (BLM-AK),

Ahtna, Incorporated,

And

State of Alaska Department of Transportation and Public Facilities (AKDOTPF)  
~~Northern Regional Office~~

---

concerning

### Bypasses to Brenwick-Craig Road 17b Easement – Phase I

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- I. **PURPOSE.** All parties have mutual interests in working with each other to implement a temporary realignment of the damaged Brenwick-Craig Road 17b easement in order to address safe access to public lands and resources through private land. This MOU recognizes areas of mutual concern and identifies each entity's responsibility in carrying out proposed actions to provide restoration and bypasses of the damaged road. This MOU will establish a formal framework for cooperative relationships and initiatives between the BLM Glennallen Field Office (BLM-GFO), Ahtna Incorporated, and State of Alaska Department of Transportation and Public Facilities (AKDOTPF) concerning these bypasses.
  
- II. **OBJECTIVES.** This MOU will identify the method(s) to be utilized for restoration in Phase I (Bypass) of this project as well as the responsibilities of each party in completing or carrying out the method(s). All parties recognize the need for bypasses to address the immediate safety concerns and access issues, while working toward the desired permanent solution (Phase II) and re-establishment of the Brenwick-Craig Road 17b easement.

The objectives of this MOU are to:

- A. *Establish a timeline between parties for completion of tasks.* The parties will meet or teleconference to update one another on current or upcoming concerns and issues related to the timely completion of Phase I of this project. They will maintain open, informal lines of communications to allow either party's staff to freely contact the other party's staff and conduct business between BLM, AKDOTPF, and Ahtna Inc.
-

- B. *Establish mutually agreeable tasks to conduct mutually beneficial restoration and bypasses.* The parties will agree to conduct proposed projects on Ahtna Inc. owned lands to carry out bypasses under mutually agreeable terms and conditions.

### III. AUTHORITIES

- A. Alaska Native Claims Settlement Act  
 B. Federal Land Policy Management Act, 1976 (FLPMA) (43 USC) (16b)  
 C. Alaska National Interest Lands Conservation Act (ANILCA)  
 D. East Alaska Draft Resource Management Plan/EIS, Page 34.  
 E. A.S. Title 19: ADOT&PF authority to construct and maintain highway facilities.  
 F. ~~This MOU is consistent with policy and regulation described in 43 CFR 2650.4-7~~  
 G. ~~Ahtna, Inc. as the private land owner has the right to minimize trespass and adverse environmental impacts resulting from public use of this easement.~~

### IV. RESPONSIBILITIES AND PROCEDURES.

A. The BLM-GFO agrees to:

1. Continue as the Administrator of Record for this MOU and the Brenwick-Craig 17b easement (EIN 11 C3, C5, D1, D9, L and EIN 38 C3, C5, D1, D9, L).
2. When practicable, make BLM-GFO professional expertise available for the furtherance of this MOU subject to and in accordance with the applicable federal laws, regulations and district planning, and subject to approval by the appropriate BLM-AK personnel. Nothing in this MOU will obligate BLM to assume future maintenance or expend funds for any realigned road.

B. Ahtna Inc. agrees to:

1. Grant temporary easements to AKDOT&PF attached hereto for six temporary bypass routes around defined unsafe sections of the Brenwick-Craig Road 17b easement until a permanent route can be established.
2. Participate in the planning and execution of any mutually agreed upon projects, providing reasonable and acceptable clearances to perform these bypasses.

C. State of Alaska Department of Transportation and Public Facilities agrees to:

1. Complete an on-ground assessment to determine funding needs to perform safety bypasses.
2. Submit emergency funding requests to the State of Alaska that would be required to carry out temporary bypasses around slide areas.
3. Perform reclamation on any temporary bypasses once a permanent solution can be implemented.

4. Participate in the planning and execution of any mutually agreed upon projects associated with these restorations and bypasses.

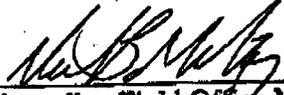
D. All parties agree to:

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

V. ADMINISTRATION.

- 
- A. All parties will review this MOU upon completion of the temporary bypass and begin negotiations and draft MOU for Phase II. This MOU will be reviewed annually and will remain in effect for a period of five years from the date of signature or until replaced by Phase II MOU, whichever comes first.
  - B. Either party may propose changes to this MOU. Any changes will be in the form of an amendment and will not take effect until all parties have agreed and signed the amendment.
  - C. Nothing in this MOU will be construed as affecting the authorities of all parties. Nothing will be construed as binding beyond the party's respective authorities, or require the parties to obligate or expend funds. Although the parties may respectfully disagree from time to time on any issues discussed under this agreement, such disagreements will not be the basis for discontinuing the force and effect of this MOU.
  - D. This MOU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, Tribal governments, organizations, or individuals.
  - E. This MOU shall become effective when signed by all parties.
  - F. Local contacts for the BLM-AK will be the BLM-Glennallen Field Office Manager. Ahtna Incorporated's point of contact will be the Vice President of Land and Resources. State of Alaska Department of Transportation and Public Facilities' contact will be the Northern Region Planning Manager.
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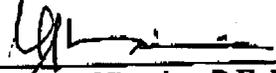
APPROVED:

  
\_\_\_\_\_  
Glennallen Field Office Manager  
Bureau of Land Management

5/16/2006  
Date

  
\_\_\_\_\_  
President  
Ahna Inc.

May 16, 06  
Date

  
\_\_\_\_\_  
Andrew Nierniec, P.E. Northern Region Director  
State of Alaska Department of Transportation  
and Public Facilities

4-26-06  
Date

<b>TEMPORARY EASEMENT</b> (Corporate/Partial Property)	<b>PROJECT NAME: <u>BRENNICK-CRAIG</u></b> <b><u>BYPASSES</u></b>
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THE GRANTOR, Ahtna, Inc., for and in consideration of Mutual Benefit, and other valuable consideration, in hand paid, conveys and warrants to the State of Alaska Department of Transportation and Public Facilities, its successors or assigns, a full and unrestricted easement and right-of-way along, over, and across the following-described tract of land located in the State of Alaska.

**Statement of Intent:** The intent of this document is to establish a 60-foot wide public access easement across lands owned by Ahtna, Inc. in order to construct temporary road bypass segments that will allow continued public access from the Richardson Highway to Klutina Lake. In 2005, landslides destroyed portions of the existing road or made continued use of certain segments of the remaining road unsafe. This temporary easement will allow State forces to clear, construct, maintain and manage the 6 bypass segments. The centerline for the road bypass segments will be determined in the field with the alignment to be moved far enough from the existing road centerline to create safe passage around the unstable areas while minimizing impact to Ahtna, Inc. lands. The approximate locations of the bypass easements are noted below. This temporary easement is to remain in effect for a period of five years or until a permanent relocation is completed, whichever is first. At that time the temporary easement will be vacated and rehabilitated. If archaeological, historical, or paleontological resources are located while carrying out temporary bypasses around slide areas, all construction activities will be halted and Ahtna Inc. will be informed immediately. Temporary bypass construction in that area will not recommence until Ahtna Inc. agrees in writing to resuming construction.

#### **Easement Description**

For the purpose of this description, Milepost 0 of the Brenwick-Craig Road (aka - Klutina Lake Trail) commences at the intersection with the New Richardson Highway within Section 13 of Township 2 North, Range 1 East, Copper River Meridian near Copper Center and proceeds in a southwesterly direction through the following lands to Klutina Lake (According to USGS Quadrangle Maps Valdez D-4, D-5 and C-5 based on 1948 aerial photography):

Township 2 North, Range 1 West: Sections 13, 14, 15, 22, 21, 28, 29, 30 and 31  
 Township 2 North, Range 2 West: Section 36  
 Township 1 North, Range 2 West: Sections 1, 12, 11, 14, 23, 26 and 35  
 Township 1 South, Range 2 West: Sections 3, 10, 9, 16, 17, 20 and 19  
 Township 1 South, Range 3 West: Sections 24, 25, 26, 27, 34, 33 and 32

The approximate locations and lengths of the proposed 60-foot wide easement for the bypass segments are as follows:

Mile 5	Length: 700 feet
Mile 6	Length: 2,000 to 3,000 feet
Mile 8	Length: 2,000 to 2,500 feet
Mile 10	Length: 650 feet
Mile 13	Length: 900 feet
Mile 21	Length: 900 feet

Said parcel, containing 11-12 (acres) more or less, not to exceed 12 acres, is hereby granted to the State of Alaska Department of Transportation and Public Facilities for the purpose of road construction and management.

The Grantor hereby covenants with the State of Alaska Department of Transportation and Public Facilities that the Grantor has good title to the above-described tracts of land and covenants that the State of ~~Alaska Department of Transportation and Public Facilities shall have temporary quiet and peaceable~~ possession thereof; and shall have a free and unrestricted right to maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public way.

Dated this 16<sup>th</sup> day of May, 2006.

ATTEST:

Kerr Johnson  
Corporate Name

By:

[Signature]  
ATTORNEY  
President

Secretary

Filed for Record at the  
Request of and Return to:

[Empty box for filing information]

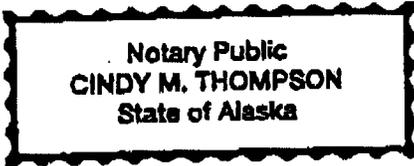
**CORPORATE ACKNOWLEDGMENT**

STATE OF ALASKA )  
 : ss  
 \_\_\_\_\_ JUDICIAL DISTRICT )

On this 16 day of May, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Ramona McCay and Kenny Johns, President and Secretary, respectively, of Abna Corporation, a company, known to me to be the identical individuals who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Cindy M. Thompson  
Notary Public in and for the State of Alaska  
My Commission Expires: 5 May 2010

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of June, 2006.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: John Bennett  
For the Commissioner

have karen edit / review

Draft 05/25/07

## ANCSA 17(b) Easement Handbook Table of Contents

*I don't think  
you want all the  
periods*

*page #s*

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Draft 05/25/07

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Appendix 1. Regional Solicitor's Opinions:

- A. Regional Solicitor's Opinion dated March 17, 1980, Trespass Enforcement.
- B. Regional Solicitor's Opinion dated May 11, 1981, Jackalof - Windy Bay Easements.
- C. Regional Solicitor's Opinion dated June 1, 1984, Goodnews Bay Easements.
- D. Regional Solicitor's Opinion dated January 24, 1986, Citation Authority.
- E. Regional Solicitor's Opinion dated February 4, 1987, Management of 17(b) Easements.
- F. Regional Solicitor's Opinion dated March 11, 1996, Transfer of Administration.
- G. Regional Solicitor's Opinion dated May 9, 2003, Merger of Title.
- H. Regional Solicitor's Informal Opinion dated December 21, 2006, CNI Easement Relocation.
- I. Regional Solicitor's Handbook Review dated May 17, 2007, Easement Management & Citation Authority.

Appendix 2. Memorandums<sup>a</sup> of Understanding (MOU)

- A. MOU between BLM, NPS and FWS on Easement Administration dated December 12, 1988.
- B. MOU between BLM and USFS on Easement Administration dated September 4, 1990.

MOU No. BLM-AK040-2002-06  
AA-008448-EE (75.4)

## MEMORANDUM OF UNDERSTANDING

between:

U.S. Department of the Interior Bureau of Land Management and  
Kodiak Soil and Water Conservation District

concerning:

Maintenance and Improvement of Alaska Native Claims Settlement Act  
Section 17(b) Trail Easements on Kodiak Island, Alaska.

### **I. Purpose.**

This Memorandum of Understanding (MOU) provides procedures for maintenance and improvement of public access trail easements reserved by the United States pursuant to section 17 (b) of the Alaska Natives Claims Settlement Act, 43 U.S.C. 1616 (b). This MOU applies only to Bureau of Land Management (BLM) administered 17b Easements on Kodiak Island, Alaska. The Kodiak Soil and Water Conservation District (District) will be authorized to complete trail maintenance and improvements on 17b easements when the BLM issues a Notice To Proceed (NTP).

### **II. Objective.**

The objective of this MOU is to provide safe and reliable access to publicly owned land, by mitigating adverse environmental impacts of past and present trail use.

### **III. Easement Reservation, Description, Location and Uses.**

On November 21, 1985, the BLM conveyed certain lands to Lesnoi, Inc. by Patent No. 50-86-0067. The BLM reserved 17(b) easement identification number (EIN) 29a D 9 L, among others.

EIN 29a D 9 L is a 17(b) Easement twenty- five (25) feet in width for an existing access trail from the Kodiak Island Highway in Sec. 10, T. 30 S., R. 20 W., Seward Meridian to public lands. The easement is also known as the Summit Lake Trail. Uses allowed on a 25-foot wide trail easement are travel by foot, dogsled, animals, snowmobiles, two and three-wheeled vehicles and small all-terrain vehicles less than 3,000 lbs. Gross Vehicle Weight.

This MOU may be revised according to section VII B below to include additional 17(b) easements.

#### **IV. Authority.**

The BLM's authority to enter into this MOU is Section 307 (b) of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737 (b). The District's authority is contained within its by-laws adopted on March 12, 1987. A copy of the by-laws is filed in BLM easement case file AA-008448-EE.

#### **V. Procedures.**

##### **A. The District will:**

1. Develop a Plan of Development (Plan) for trail improvement and maintenance and submit it to the BLM for review and approval. The Plan should include, but not be limited to:

a.) a statement of existing conditions; b.) activities to be performed; c.) potential environmental effects and mitigating measures to be applied; d.) the length and duration of activities; e.) equipment to be used; f.) number of personnel and designated representative and g.) frequency of maintenance and monitoring.

If construction or placement of improvements is proposed, the Plan must address the nature, extent and proposed location of the improvements. All improvements placed, constructed or installed on a 17(b) Easement will remain the property of the District unless, prior to the expiration of this MOU, the BLM agrees in writing to assume ownership. If BLM assumes ownership of any improvements, the District agrees that it will not seek reimbursement of any of its costs.

2. Not use vegetal materials or common varieties of soil, sand, gravel and stone from within the 17(b) Easement unless the District has obtained the landowner's consent to do so.
3. Conduct no activities on the 17(b) Easement without the prior written authorization of the BLM in the form of a NTP nor shall the District enter on to private property outside of the 17(b) Easement without consent of the landowner.
4. Follow guidelines for trail improvement and maintenance, contained in the following publications:

BLM Manual 9114 - Trails

Alaska Region Trails Construction & Maintenance Guide – USDA Forest Service Alaska Region R10-MB-158, 1991

Forest Service- Geo-synthetics for Trails in Wet Areas

Forest Service- Wetland Trail Design and Construction

5. Coordinate, consult and obtain the concurrence of the landowner. Provide BLM with a copy of the landowner's concurrence and copies of all correspondence with the landowner if it is unable to obtain concurrence. BLM may issue a NTP in the absence of written concurrence from the landowner, if the BLM determines in its sole discretion that it is in the best interest of the United States or the public to do so. The District shall provide opportunity to the landowner to participate in field activities.
6. Designate in writing a representative who has the authority to act upon and implement instructions from the BLM. The representatives shall be available for communication with the BLM within a reasonable time when on-the-ground activities are underway.
7. Obtain all required Federal, State or local permits, certificates, licenses or other approvals prior to beginning any surface disturbing activities.

B. The BLM will:

1. Provide 17(b) Easement descriptions, on-the-ground locations and land status.
2. Review the District's Plan for National Environmental Policy Act compliance.
3. Complete a review of the Plan and require modifications or revisions if, in BLM's sole discretion, it deems them necessary.
4. Issue an NTP if it approves a Plan.
5. Temporarily suspend or terminate, in whole or in part, any NTP when unforeseen conditions arise and the BLM determines the approved Plan is inadequate to protect the public health, safety or the environment. Any temporary suspension or termination notice given orally shall be confirmed in writing within five working days.

BLM will allow the District 30 days to cure or resolve any problem leading to a temporary suspension. If, in BLM's sole discretion, the cause of the temporary suspension has been resolved, it will issue a new NTP.

6. Designate in writing the BLM field representative, phone number, facsimile number and email address.
7. Not issue a NTP in the absence of the landowner's concurrence if there is a dispute about the easement's location or the on-the-ground location is not the location reserved in the conveyance. A NTP may be issued when the BLM resolves the issue.

C. The District and BLM will jointly:

1. Agree upon an inspection and monitoring schedule for lands included within a Plan.

**VI. Notices.**

Notices due to either participant shall be delivered as follows:

BLM: Field Manager  
Anchorage Field Office  
Bureau of Land Management  
6881 Abbott Loop Road  
Anchorage, Alaska 99507

907-267-1232 (phone)  
907-267-1268 (facsimile)

[pditton@ak.blm.gov](mailto:pditton@ak.blm.gov) (email)

District: General Manager  
Kodiak Soil and Water Conservation District  
316 Mission Road, Suite 116  
Kodiak, Alaska 99615

907-486-9451 (phone)  
907-486-2483 (facsimile)

[kswcd@ptialaska.net](mailto:kswcd@ptialaska.net) (email)

## **VII. Other Provisions.**

### **A. Non- Discrimination:**

All activities pursuant to this MOU and the provisions of Executive Order No. 11246, 3 CFR 339 (1964-65), shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; U.S. C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973(87 Stat. 394; 29 U.S.C 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.

### **B. Public Laws:**

Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting or relating to this MOU.

### **C. Direct Benefit Clause:**

No member of, Delegate to or Resident Commissioner in, Congress shall be admitted to any share or part of this MOU or to any benefit to arise there from, unless the share or part or benefit of a corporation or company.

### **D. Liability:**

The District shall indemnify, save and hold harmless, the United States against all fines, claims, damages, losses, judgments, and expenses arising from or out of, any act or omission of the District, its employees, contractors, sub-contractors or representatives.

## **VII. Administration.**

### **A. Authorities of the Participants**

Nothing in this MOU will be construed as affecting the authorities of the participants, or as binding the participants beyond their respective authorities or requiring either participant to obligate or expend funds in excess of available appropriations.

B. Entire Agreement

This MOU represents the entire agreement between the participants. It may only be amended or revised by the written consent of the participants.

C. Withdrawal and Cancellation

Any participant may withdraw from and cancel this MOU by providing 30 days written notice to the other participant. Such withdrawal will be without penalty. Withdrawal and/or cancellation of this MOU will not release the District from its obligations under an approved Plan.

D. Effective Date and Term

This MOU is deemed effective July 1, 2002 and it will continue in full force and effect for five years. It will expire at 12:00 midnight ADST June 30, 2007. After this date, this MOU may be extended for additional five-year terms by the mutual written consent of the participants.

APPROVED:

          /S/ Charles H. Dorman            
Charles Dorman, Chairman  
Board of Supervisors  
Kodiak Soil and Water Conservation District

          6-27-02            
Date

          /S/ Peter J. Ditton            
Peter J. Ditton, Field Manager  
Bureau of Land Management

          6-20-02            
Date

MOU No. [Assigned by AK950  
**after signature by participants**  
AA-XXXXXX-EE (75.4)

## MEMORANDUM OF UNDERSTANDING

between:

U. S. Department of the Interior - Bureau of Land Management and  
**[Name of participant]**

concerning:

Maintenance and Improvement of **[Name and location of the easement(s)]**

- I. Purpose. This Memorandum of Understanding (MOU) provides procedures for on-the-ground administration of a public access trail easement reserved to the U. S. pursuant to Section 17(b) of the Alaska Natives Claims Settlement Act, 43 U. S. C. 1616 (b). This MOU applies only to a Bureau of Land Management (BLM) administered 17(b) easements on **[Location]**. This MOU authorizes the **[Name of participant]** to complete approved trail maintenance and improvements on the 17(b) easement when the BLM issues a Notice To Proceed (NTP).
- II. Objective. The objective is to provide for safe and reliable access to publicly owned land, enhance the transportation along the trail and mitigate adverse environmental impacts by improving the trail surface and performing regular maintenance.
- III. Easement Reservation, Description, Location and Uses.
  - A. On **[Date]**, the Bureau of Land Management (BLM) conveyed lands to **[Name of Native corporation]** by Interim Conveyance No. \_\_\_\_\_. The BLM reserved Easement Identification Number (EIN) \_\_\_\_\_, among others.
  - B. (EIN \_\_\_\_\_) An easement twenty-five (25) feet in width for an existing access trail from...to public lands. The easement is also known as **[Local name]**.
  - C. Twenty-five (25) Foot Trail Easement - The uses allowed on a twenty-five (25) foot wide trail easement are: Travel by foot...
- IV. Authority. The BLM's authority to enter into this MOU is Section 307 (b) of the Federal Land Policy and Management Act of 1976, 43 U. S. C. 1737 (b). **[Identify bylaws, etc., authorizing participant to enter into MOU]**. A copy is filed in BLM easement case file AA-XXXXXX-EE.

V. Procedures.

A. The **[Name of participant]** will:

1. Develop a plan (Plan) for trail improvement and maintenance and submit it to the BLM for review and approval. The plan should address, but not be limited to, a.) a statement of existing conditions; b.) the activities to be performed; c.) the potential environmental effects and mitigating measures to be conducted; d.) the length and duration of activities; e.) equipment used; f.) number of personnel and designated representative; and g.) frequency of maintenance and monitoring.

If construction or placement of improvements is proposed, the Plan must address the type, placement and location of the structures, and their disposition upon expiration or termination of the MOU.

If the use of materials in place on the easement such as vegetal materials and common varieties of soil, sand, gravel and stone is needed for the improvement or maintenance of the easement, such use must be addressed in the Plan. Vegetal materials and common varieties of soil, sand gravel and stone not necessary for the maintenance and improvement of the easement remain the property of the landowner. Nothing in this MOU gives or shall be considered to give the **[Name of participant]** the right to appropriate vegetal or mineral materials.

2. Conduct no activities on the easement without the prior written authorization of the BLM in the form of a NTP. Conduct no activities on other easements prior to amending the Plan or this agreement in accordance with VII. B. and receiving a new NTP.

3. Not enter onto private property outside the 17(b) easement without the consent of the landowner.

4. Follow guidelines for trail improvement and maintenance, to the extent practicable, contained in the following manual or publications:

- a. BLM Manual 9114 - Trails
- b. Alaska Region Trails Construction & Maintenance Guide - USDA Forest Service Alaska Region R10-MB-158, 1991
- c. Forest Service - Geosynthetics for Trails in Wet Areas
- d. Forest Service - Wetland Trail Design and Construction

5. Coordinate and consult with the landowner. Seek the written comments and concurrence of the landowner. Provide the BLM with a copy of the landowner's concurrence and copies of all correspondence between the **[Name of participant]** and the landowner. In the absence of written concurrence of the landowner, the BLM may issue an NTP to authorize the **[Name of participant]** to maintain and improve the easement if the BLM determines it is in the best interest of the United States or the public to do so. Provide opportunity to the landowner to participate in field activities. Coordinate with adjacent landowners such as the State of Alaska or Native allottees.

6. Monitor and document use and easement conditions and needs. Provide a yearly report to BLM of public use, the condition of the easement and any recommendations for future action.

7. Provide information to the public regarding the location and uses of the easement.

8. Perform a Global Positioning Satellite (GPS) survey of the easement and provide the coordinates and a map to the BLM. This survey may be completed in conjunction with V.C.1.

9. Designate in writing a representative who has the authority to act upon and implement instructions from the BLM. The representative shall be available for communication with the BLM within a reasonable time when on-the-ground activities are underway.

10. Obtain all required Federal, State or local permits, certificates, licenses or other approvals prior to beginning any surface disturbing activities.

B. The BLM will:

1. Provide easement descriptions, uses, map locations and land status.
2. Review and approve, modify or require modification of **[Participant's]** Plan.
3. Complete National Environmental Policy Act (NEPA) compliance review of **[Participant's]** Plan.
4. Issue a Notice To Proceed (NTP) after NEPA compliance review.

5. Allow the **[Name of participant]** 30 days to cure or resolve any problem leading to a temporary suspension. When the cause of the temporary suspension has been resolved, BLM will issue a new NTP.
6. Furnish signs and markers.
7. Designate in writing the BLM field representative, phone number and facsimile number.
8. Not issue a NTP in the absence of the landowner's concurrence if there is a dispute about the easement's location or the on-the-ground location is not the location reserved in the conveyance. A NTP may be issued when the BLM resolves the issue.

C. The **[Name of participant]** and BLM jointly will:

1. Locate and mark the reserved route including identifying the beginning and end of the easement prior to developing the Plan. Consider performing the GPS survey at this time.
2. Inspect yearly for the first two years and use best efforts to inspect yearly thereafter or as mutually agreed to.

D. Notices that are due to either participant shall be delivered as follows:

1. The BLM authorized officer is:

**[Name, title and address]**

**[Phone number]**

**[Facsimile number]**

**[E-mail address]**

2. The **[Name of participant]**'s authorized officer is:

**[Name, title and address]**

**[Phone number]**

**[Facsimile number]**

**[E-mail address]**

VI. Other Provisions.

A. Non-Discrimination:

All activities pursuant to this MOU and the provisions of Executive Order No. 11246, 3 CFR 339 (1964-65), shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; U. S. C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U. S. C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U. S. C. 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap religion or sex in providing for facilities and service to the public.

B. Public Laws:

Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of congress establishing, affecting or relating to this MOU.

C. Direct Benefit Clause:

No member of, Delegate to or Resident Commissioner in, Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

D. Liability:

The [**Name of participant**] shall indemnify, save and hold harmless the United States against all fines, claims, damages, losses, judgments, and expenses arising from, or out of, any act or omission of the [**Name of participant**], its employees, representatives, contractors or subcontractors.

VII. Administration.

A. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require either of the participants to obligate or expend funds in excess of available appropriations.

B. This MOU represents the entire agreement between the participants. It may only be amended or revised by the written consent of the participants.

C. If either participant fails to observe any of the terms and conditions of this MOU, the other participant may terminate this MOU for default without any legal process by giving 30 days written notice of termination, effective at the end of the 30 day period.

D. The terms of this MOU may be renegotiated at any time at the initiative of one of the participants, following at least 30 days notice to the other participant. Any changes will be in the form of an amendment and will become effective upon signature by both participants. The term of this MOU is 5 years from the last signature date of the participants with an automatic 5-year renewal. At the end of the second 5-year term it will expire unless canceled, extended or renewed.

F. This MOU becomes effective upon the last signature of the participants **[or any date mutually agreed to]**.

APPROVED:

\_\_\_\_\_  
**[Name and title of authorized officer]**  
**[Name of participant]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**[Name and title of authorized officer]**  
Bureau of Land Management

\_\_\_\_\_  
Date